

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>

March 19, 2024

- | | Item # |
|--|--------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, request to hire Plant Operator Trainee, request to promote to Recreation Program Manager, and certain other personnel matters, discussion of negotiating strategy for a contract, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from March 5, 2024 | |
| 10:02 - Commendation (1) and Proclamations (1) | 1 |
| 10:05 - Consent Agenda
(Request to Bid Pocomoke Transfer Station Pad, Request to Bid Needs Assessment for Children, Youth, and Families, Out of State Travel Request, Request to Purchase NWAC Playground, Vehicle Transfer Request) | 2-6 |
| 10:06 - Chief Administrative Officer: Administrative Matters
(Letter of Support AIB Technical Assistance Grant, FY25 Benefit Recommendation, OPEB Presentation, BOE SHMS/CCSS Roof Replacement, Solid Waste Tare Weight Pilot Program, 2024 Proposed Mosquito Control Budget, Request to Award Mystic Harbour Backwash Pond Cleaning, Lease of Horizontal Grinder, Solar Consultation Request, CREP Updated MOU, Diakonia EDU Request, Broadband Grant Request, Request to Award 457b Plan, FY25 Requested Enterprise Fund Budget, FY25 Requested General Fund Budget, FY25 General Fund Public Hearing Notice, Board Appointments) | 7-23 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*
--

DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

March 5, 2024

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Deputy Director Pat Walls. Topics discussed and actions taken included the following: hiring Shanell Taylor and Sean Yellin as correctional officer trainees within the County Jail; transferring Office Assistant V Dena Bowden from Recreation and Parks to the County Jail; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 9:59 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend George Tasker Abundant Life Apostolic Church of Pocomoke and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their February 20, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Youth Services Specialist Susan Todd who is retiring following 29 years of service to the Library.

The commissioners presented a proclamation recognizing this month as Women's History Month to Commission for Women (CFW) Chair Coleen Colson and other CFW members.

The commissioners presented a proclamation recognizing March as Professional Social Work Month to Department of Social Services Director Roberta Baldwin and other social

services professionals from DSS, the Worcester County Health Department, and Life Crisis.

Upon a motion by Commissioner Fiori, the commissioners unanimously approved by consent agenda item numbers 2-9 as follows: the Board of Education's proposed FY25 nonrecurring cost exclusions; out-of-state travel for one individual within Information Technology to attend the Tyler Connect conference May 18-23, 2024 in Indianapolis, Indiana; sending a letter of no interest regarding certain parcels owned by the Maryland Department of Transportation identified as surplus property; a no-cost extension for the Greys Creek Nature Park Living Shoreline restoration project; bid specifications for maintenance of the Newark effluent spray irrigation site and design services for the St. Martins by the Bay water project; a new lease for the postage machine and the folder/insertor; and a proposal from EA Engineering, Science, and Technology of \$197,410 for groundwater and landfill gas monitoring and reporting for the closed landfill facilities in Pocomoke, Berlin, and Snow Hill.

The commissioners met with representatives from the towns of Pocomoke, Berlin, Snow Hill, and Ocean City, as well as the Ocean Pines Association (OPA) to review their FY25 grant requests from the County.

Pocomoke Mayor Todd Nock provided the commissioners with the town's five-year capital plan. He then requested County grant funding totaling \$1,914,531 for FY25. This includes an Unrestricted Grant of \$540,750.00; EMS and Fire Grant of \$81,900.00; and a Restricted Infrastructure Grant of \$48,317.00 for minor electric and HVAC upgrades to the Log Cabin.

Berlin Mayor Zack Tyndal requested an increase in the Unrestricted Grant of \$500,000, which represents a 7.5% increase; \$10,000 to assist with quarterly promotional videos for the downtown business district; and \$16,000 for road striping on Seahawk Road and improvements to sidewalks leading to the schools. He advised that the town would like to partner with the County to obtain Program Open Space funding for a recreation project located on both town and county lands.

Snow Hill Mayor Mike Pruitt requested an Unrestricted Grant of \$500,000, Payment in Lieu of Taxes of \$250,000, a grant of \$48,317, which is the equivalent of 10% of table game revenues; and \$163,742 for upgrades to Byrd Park.

Ocean City Mayor Rick Meehan requested County funding totaling \$10,353,710 for FY25, which includes \$823,794 to cover the actual cost of providing ambulance service to West Ocean City.

Ocean Pines Association President Rick Farr requested County funding totaling \$2,110,407 for FY25 and will be requesting an additional \$175,000 for the Ocean Pines Police Department to implement a LEOPS program to attract and retain highly qualified law enforcement officers.

The commissioners conducted a public hearing on Bill 24-01 (Zoning – Multi-family Dwelling Units in the C-2 General Commercial District), which was introduced by Commissioners Elder, Mitrecic, and Purnell on January 16, 2024. Development Review and Permitting Director Jennifer Keener reviewed the draft bill, which would add a special exception use in the C-2 General Commercial District to allow multi-family dwelling units to be detached from the principal commercial structure. Ms. Keener advised that the proposed bill language

mirrors what was recently approved by the Worcester County Commissioners in the C-3 Highway Commercial District, with the inclusion of a minimum of 15% open space based upon the net lot area of the residential use and a minimum of 65% of the parcel to be developed in commercial structures. She confirmed that the Planning Commission granted the text amendment a favorable recommendation. In response to a question by Commissioner Bunting, Ms. Keener stated that the C-3 district was created in 2009 for intense uses, like the big box stores and affects only seven to nine parcels along the service road in Berlin. She confirmed that there are far more parcels zoned C-2 district and the uses therein are much broader, as this zoning was created primarily to serve general commercial for small-scale neighborhood, like retail stores and restaurants.

Commissioner Bertino opened the floor to receive public comments.

Attorney Kristina Watkowski, representing Park Place owner Todd Ferrante, who is seeking to develop an adjoining C-3 property, urged the commissioners to adopt Bill 24-01 to give commercial property owners more flexibility when developing their parcels. She stated that, with a special exception, the C-3 district could be used to meet the urgent need for affordable, year-round housing right now. Commissioner Fiori questioned how allowing individual residential structures in the C-3 district would lower rental costs for tenants. Ms. Watkowski clarified that this would provide additional needed housing, but that it would not necessarily change the affordability.

Former Board of Zoning Appeals member Glenn Irwin supported the proposed bill, noting that smaller scale rentals are needed, and he urged the commissioners to adopt Bill 24-01.

Joe Wilson, broker owner of Coastal Life Realty in Ocean City, stated that a lot of rental housing has been converted for use as AirBNB rentals, so there is a great demand for year-round rental housing. Therefore, he urged the commissioners to adopt Bill 24-01.

There being no further public comment, Commissioner Bertino closed the floor.

A motion by Commissioner Mitrecic to adopt Bill 24-01 and accept the Findings of Fact failed 3-4, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertin, Bunting, and Fiori voting in opposition.

The commissioners conducted a public hearing on Bill 24-02 (County Government – County Ethics Law), which was introduced by Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell on January 16, 2024. County Attorney Roscoe Leslie stated that this bill includes minor amendments that are required to comply with State law.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the floor.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously adopted Bill 24-2.

Pursuant to the request of Board of Elections President Terron Pinder and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized the Board of Elections to use the first-floor board room in the government center from October 23 – 31, 2024 as a backup early voting location. In response to a question by Commissioner Abbott, Board of Elections members agreed to provide the commissioners with the minimum population needed to provide a second early voting location in the County.

The commissioners met with Public Works Director Dallas Baker to review the proposed 2024 Consolidated Transportation Program (CTP) priority letter. Following some discussion and upon a motion by Commissioner Elder, the commissioners unanimously approved the draft letter as amended to include a project to address ponding on U.S. Rt. 113 and Johnson Road and to clean and paint the bridge in Pocomoke.

In response to a question by Commissioner Fiori, Mr. Baker advised that the State Highway Administration is completing a study to address the need for a traffic signal at the intersection of MD Rt. 611 and Assateague Road. He noted that a roundabout at that location does not appear to be feasible, as the road is used heavily by large travel trailers.

Pursuant to the recommendation of Ms. Keener and upon a motion by Commissioner Purnell, the commissioners unanimously adopted Resolution No. 24-1 establishing local amendments to the Maryland Building Performance Standards for Worcester County, Maryland.

Pursuant to the request of Mr. Young and upon a motion by Commissioner Fiori, the Commissioners unanimously agreed to send a letter supporting HB 1221 Battery Storage and Solar Arrays Safety Training Grant Program and Fund.

The commissioners reviewed and discussed various board appointments. Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to reappoint Amy Rothermel to the Local Management Board.

In response to questions from Commissioner Bertino regarding a recent Board of Education discussion concerning Other Post Employment Benefits, Mr. Young clarified that OPEB is not a reserve fund. Rather, it pays for retiree benefits. Once funded to a certain level the dividends and interest will pay for the annual cost of retiree benefits and reduce the overall long-term liability, which will help the County maintain its credit rating.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter opposing HB 1296 Electricity – Offshore Wind Projects – Alterations, which would provide subsidies to offshore windfarm developers. Commissioner Mitrecic stated that this bill would burden ratepayers and taxpayers, who would be responsible for funding the project.

In response to concerns raised by Commissioner Bunting, Environmental Programs Director Bob Mitchell stated that County staff are preparing comments for the public hearing on March 25 at Wor-Wic Community College on an application from US Wind to construct a 625-foot by 32-foot concrete pier in West Ocean City.

Commissioner Bertino addressed recent public discussions regarding crime statistics and referrals in Worcester County Public Schools and advised that behind the numbers are individual students, teachers, and parents who were in some way violated. He stated that a problem exists, and he urged the Board of Education, Sheriff's Office, and State's Attorney's Office to work together to assure each school provides a safe environment for teachers and students.

The commissioners answered questions from the press, after which they adjourned to meet again on March 19, 2024.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

PROCLAMATION

WHEREAS, this March we join with representatives from the Worcester Commission on Aging (WorCOA) to celebrate March for Meals Month to highlight the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and to raise awareness about the escalating problems regarding senior hunger and isolation; and

WHEREAS, WorCOA volunteers and staff, in partnership with MAC, Inc., the Area Agency on Aging, are the backbone of the Meals on Wheels program. As a direct result of their services, nutritious meals are provided to seniors and individuals with disabilities who are at significant risk of hunger and isolation.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim March 2024 as **March for Meals Month** and urge citizens to support the Worcester County Meals on Wheels program to combat senior hunger and isolation.

Executed under the Seal of the County of Worcester, State of Maryland, this 19th day of March, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

COMMENDATION

WHEREAS, Eddie Carman has contributed 26 years of dedicated service to Worcester County Government where he began his career on May 6, 1998 as a utility mechanic and rose through the ranks to become the risk manager; and

WHEREAS, Mr. Carman's expertise and experience as the risk manager have been instrumental in the overall management of Worcester County Human Resources, where he developed and directed programs to protect the health and safety of county employees and to provide a workplace free from recognized hazards.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Risk Manager Eddie Carman** 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 19th day of March, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell



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: Nicholas W. Rice, Procurement Officer
DATE: March 19, 2024
RE: Request to Bid – Pocomoke City Transfer Station Concrete Pad

Attached for your review and approval are bid documents for a new concrete pad at the Pocomoke City Transfer Station. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services is available in assigned funds under Project Code – Recycle HOCC Imp (Recycling and Home Owner Convenience Ctr Repair Upgrades).

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

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Concrete Pad at Pocomoke City Transfer Station

DEPARTMENT: Public Works

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: _____

TIME: 2:30PM

TABLE OF CONTENTS

SECTION I: INTRODUCTION 3

A. PURPOSE 3

B. CLARIFICATION OF TERMS 3

C. QUESTIONS AND INQUIRES 3

D. FILLING OUT BID DOCUMENTS 3

E. SUBMISSION OF BID DOCUMENTS 3

F. OPENING OF BIDS 4

G. ACCEPTANCE OR REJECTION OF BIDS 4

H. QUALIFICATIONS 5

I. DESCRIPTIVE LITERATURE 5

J. NOTICE TO VENDORS 5

K. PIGGYBACKING 6

SECTION II: GENERAL INFORMATION 7

A. ECONOMY OF BID 7

B. PUBLIC INFORMATION ACT (PIA) 7

C. CONTRACT AWARD 7

D. AUDIT 7

E. NONPERFORMANCE 7

F. MODIFICATION OR WITHDRAWAL OF BID 8

G. DEFAULT 8

H. COLLUSION/FINANCIAL BENEFIT 8

I. TAX EXEMPTION 8

J. CONTRACT CHANGES 9

K. ADDENDUM 9

L. EXCEPTIONS/ SUBSTITUTIONS 9

M. APPROVED EQUALS 10

N. DELIVERY 10

O. INSURANCE 10

P. BID EVALUATION 10

SECTION III: GENERAL CONDITIONS 11

A. DRAWINGS AND SPECIFICATIONS 11

B. MATERIALS, SERVICES AND FACILITIES 11

C. INSPECTION AND TESTING 11

D. APPROVAL OF SUBSTITUTION OF MATERIALS 12

E. PROTECTION OF WORK, PROPERTY AND PERSONS 12

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS 12

G. LICENSES AND PERMITS 12

H. SUPERVISION 13

I. CLEAN UP 13

J. CHANGES IN WORK 13

K. TIME FOR COMPLETION 13

L. LIQUIDATED DAMAGES 14

M. CORRECTION OF WORK 14

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS 14

O. BID BOND 14

P. PERFORMANCE AND PAYMENT BONDS 15

Q. GUARANTEE 15

SECTION IV: BID SPECIFICATIONS 16

A. SCOPE 16

B. CONTRACT PRICING 16

C. SUMMARY 16

D. GENERAL REQUIREMENTS 16

E. ATTACHMENTS 16

F. PRE-BID MEETING 16

G. PAYMENT 16

H. QUESTIONS 16

I. AWARD 16

FORM OF BID 18

REFERENCES 19

EXCEPTIONS 20

INDIVIDUAL PRINCIPAL 21

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID 22

NON-COLLUSIVE AFFIDAVIT 23

EXHIBIT A 24

SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for a concrete pad at the Pocomoke Homeowner Convenience Center in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on _____**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **CONCRETE PAD AT POCOMOKE CITY TRANSFER STATION** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. **OPENING OF BIDS**

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. **ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor’s employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor’s responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 - 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor’s inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

- 1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document’s specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

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

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS**A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. 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.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
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.	

2. 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.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to grade, pour and finish a concrete slab at the Pocomoke City Transfer Station in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY

1. Successful Vendor will grade, pour and finish a concrete slab.
2. The Successful Vendor will need to excavate and save existing stone for reuse under the slab. Then excavate out approximately 11" of dirt under existing stone.
 - a. This will allow put back of 4" of compacted stone and 8" of concrete, and still be flush with the pavement in front of the slab.
3. Successful Vendor will be responsible for grading around the slab, after forms are stripped.
4. The slab is 70' X 40' X 8" thick, the pad steps out 10' X 20' X 8" on the Northwest corner.
5. 3 pipe bollards 7' long (Purchased and installation by contractor per drawings)
6. 1 rebar mat #5 bar 12" on center (Purchase and installation by contractor per drawings)
7. Concrete will have compressive strength of 4000 PSI in 28 days.
8. Slab will have one expansion joint 70' long. Expansion joint will be the total width of the slab, 20' from the front edge of the slab.
9. The slab will have two control joints saw cut after the slab is poured. The saw cuts will each be 40' long approximately 23.3' from each end of the slab.
10. A third control joint will be saw cut 20' long where the slab steps out on the Northwest corner.
11. Additional stone will need to be hauled in by the county to go under the slab.
12. Any trash can be disposed of on site.
13. Successful Vendor shall take test cylinders and perform breaks at 7-Days, 14-Days and at 28-Days.

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

E. ATTACHMENTS

1. Concrete Slab Details
2. Pad Layout

F. PRE-BID MEETING

1. A pre-bid meeting will be held on _____ on site.

G. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

**END OF SECTION - THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT
NEED TO BE RETURNED WITH SUBMITTAL**

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “POCOMOKE CITY TRANSFER STATION CONCRETE PAD” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment to grade, pour and finish a concrete slab at the Pocomoke City Transfer Station as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 45 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

- the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



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: Nicholas W. Rice, Procurement Officer
DATE: March 19, 2024
RE: Request to Bid – LMB Needs Assessment for Children, Youth, and Families

Attached for your review and approval are proposal documents for the Needs Assessment for Children, Youth, and Families program through the Local Behavioral Health Authority. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these programs.

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

WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

REQUEST FOR PROPOSALS (RFP):
Needs Assessment
for children, youth, and families in Worcester County, MD

Release Date: March 20, 2024

Proposal Due Date: May 1, 2024

Request for Proposal

Request for Proposal Overview

The Worcester County Local Behavioral Health Authority is seeking proposals from qualified individuals/entities to perform a Needs Assessment that captures needs, gaps, and services within the Worcester County community, specifically for children, youth, and their families. The funding for this Needs Assessment comes from the Behavioral Health Administration, and is contracted through the Worcester County Local Behavioral Health Authority (WCLBHA).

Objective

The WCLBHA is seeking proposals from qualified individuals/entities to determine needs, gaps and resources for Worcester County's children, youth, and their families through completion of a Needs Assessment. The ultimate goal of this Needs Assessment is to determine what type of program would best meet the needs of youth/families in Worcester County in the future (with a program budget of roughly \$40,000-\$50,000).

This Needs Assessment should capture not only the overarching themes within the county through quantitative data analysis, but also needs through qualitative data. The chosen individuals/entities should have a strong background in leading strategic planning sessions, analyzing data, and working with a variety of stakeholders, including community members, government agencies and individuals with lived experience. Preferred individuals/entities will have a background mapping the unique needs of children, youth and families involved in a variety of systems of care. An understanding of behavioral health and/or the service array of Worcester County is also preferable.

Key Components

The Worcester County Local Behavioral Health Authority wants to better understand the challenges that face children, youth and parent(s)/guardian(s) when it comes to accessing services and resources, including but not limited to the following:

- Behavioral Health Services
- Medical Health Services
- After School Resources
- Childcare Resources
- Early Intervention Services (birth to 5 years old)
- Stable Access to Food
- Stable Access to Housing
- Job Development/Consistent Employment
- Risk Factors for Juvenile Legal Issues

Award Specifications

- This award will fund projects up to \$48,204 (to include indirect costs, administrative fees, and incentives).
- The award will be for the time frame of July 1, 2024 - Oct. 31, 2024. If you do not believe the desired timeline listed is feasible, propose a modified timeline with justification for changes.

Data Sources

The WCLBHA believes that it is important to utilize existing quantitative data sources both at the local, state and federal level in order to produce an informed assessment of the community. Additionally, the chosen individual/entity will be required to collect a variety of qualitative data from sources which could include hosting town hall meetings, conducting community interviews, and hosting meetings for government/community agencies to produce a comprehensive assessment.

Desired Qualification of Agency

Strong candidates include individuals/entities that have proven expertise in analysis of administrative data, use of publicly available datasets, measurement tool development, quantitative and qualitative data collection and analysis, synthesis of various data sources into concise recommendations, and clear communication of complex data findings.

Desired qualifications include:

- Strong knowledge & insight with existing community data and needs assessments;
- Demonstrated ability to access, analyze, and interpret publicly available datasets;

- Demonstrated ability to gather stakeholders to garner a broad range of community voices;
- Demonstrated ability to analyze and synthesize large sets of quantitative and qualitative data into clear findings;
- Demonstrated ability to design and conduct effective data collection;
- Demonstrated cultural competency;
- Experience developing formulas/processes to weigh various data points to rank findings;
- Experience working with rural community data;

Please note, that this is a competitive, open Request for Proposal (RFP) process with preference given to professionals near or local to the Worcester County, MD region.

Proposal Requirements

Calibri, 12-point font, double-spaced, outline format, is required for proposals. The cover page should be a stand-alone page and each bulleted item below should be a denoted heading within the proposal, with sub-headings used as appropriate.

- Cover Page:
 - Please provide a cover page that includes:
 - Applicant name
 - Full mailing address
 - Email address
 - Phone number & name of the primary contact person
- Statement of Qualifications/Organizational Capacity
 - Please provide a brief response to each of the following questions. Feel free to include additional relevant information that highlights how you will fulfill the desired qualifications listed above. Limit your response to two typed pages.
 - Describe any relevant experience that will make you a good candidate to conduct this needs assessment.
 - Describe your level of knowledge and expertise as it relates to quantitative and qualitative data management and collection, synthesis of large datasets, and communication of complex data findings.
 - Describe any experience developing formulas or processes to rank/prioritize data findings based on various data components.
- Organizational Chart
 - If the proposer is not a single individual, provide an organizational chart that identifies each member of the entity involved with the project. The chart should identify who will be the primary contact on the project, the organizational structure of the team, and the specialty and title of each team member. Include all individuals, employees, or sub-contractors who would be utilized on the project.
- Proposed Approach
 - Describe your approach to conducting the needs assessment and produce the desired deliverables outlined in the specifications. The response should be no more than six typed pages and should include:
 - Proposed project plan, including process and methodology to conduct needs assessment according to the LBHA's specifications;
 - Identify the specific, existing data sources that will be used to leverage existing needs assessments, reports, and available datasets;
 - Outline a plan to gather community voice and key stakeholder perspectives, including proposed stakeholders to include and data collection methods;
 - Include plan to gather qualitative data representative of community members from Worcester County;
 - Outline a plan to identify the most prevalent needs within Worcester County that impact children, youth and their families;
 - Create recommendations for services that will reduce youth risk behaviors/juvenile legal issues/recidivism;
 - Outline a plan to incorporate a racial equity framework that will determine how needs are experienced by different racial groups;

- Describe the process that will be used to incorporate all data sources to create a list of prioritized needs that addresses all desired key components;
 - Proposed project timeline to complete review of existing data, new data collection, analysis, ranking of findings, and initial presentation of final assessment by October 31, 2024. If you do not believe the desired timeline listed is feasible, propose a modified timeline with justification for changes.
- Budget
 - Estimated cost to complete the project, including the name, title, rate per hour and estimated number of hours for all personnel and indirect costs including travel. Please include any in-kind resources you/the entity is willing to provide. Consider providing a narrative or justification of the budget as appropriate.
- References and Work Samples/Case Studies
 - Provide at least two references for previous projects, ideally that are similar in nature and/or scope to this project. Applicants may also provide links to work products like this project.

Evaluation Criteria

The following rubric will be used to determine the Individual/entity for the Needs Assessment.

<u>Evaluation Criteria Categories</u>	Maximum Score
<p>Qualifications & performance record, including demonstrated knowledge, skills, and experience:</p> <p>Does the individual/entity have relevant experience conducting projects of similar size and scope?</p> <p>Does the individual/entity demonstrate extensive experience with quantitative & qualitative data collection and management?</p> <p>Does the individual/entity demonstrate experience synthesizing large data sets and communicating complex data findings?</p> <p>Has the individual/entity previously developed processes or formulas to rank/prioritize data findings from various sources?</p> <p>Has the individual/entity demonstrated a level of cultural competence?</p> <p>Does the individual/entity have experience working with rural data?</p> <p>Did the individual/entity provide references or work samples/case studies show capacity and competence to complete this project?</p>	14
<p>Proposed methodology and timeline:</p> <p>Did the individual/entity identify a comprehensive set of available data sources to understand community needs according to specifications?</p> <p>Did the individual/entity provide a clear and feasible plan to collect identified key stakeholder perspectives, including a way to gather community perspective?</p> <p>Did the individual/entity outline a clear, effective method to identify the most prevalent needs within the community?</p> <p>Did the individual/entity outline an effective method to incorporate racial equity lens (identifying the difference in how needs are experienced by varying racial groups)?</p> <p>Does the proposed methodology meet the timeline requirements, or does it provide compelling justification of a reasonably modified timeline?</p> <p>Does the individual/entity identify partners needed to complete the assessment?</p>	12
<p>Worcester:</p> <p>Is the agency located within Worcester County?</p> <p>Is there clear discussion on how the agency will address all areas of Worcester County?</p>	4

<p>Budget: Does the budget include projected expenses up to \$48,204? Is there a budget narrative that includes a description of the cost and the calculation of how the cost was derived? Cash Match?</p>	<p>6</p>
<p>Total</p>	<p>36</p>

Submission

Proposals are due no later than **May 1, 2024** submissions will not be considered. One (1) original, and five (5) hardcopies must be submitted to:

Worcester County Administration
 ATTN: **Nicholas Rice** Procurement Officer
 Room 1103 Government Center
 One West Market Street
 Snow Hill, MD 21863-1195
 410-632-1194

Optional Pre-Proposal Meeting

A Pre-proposal meeting will be held on April 11, 2024 at 10am. This meeting is recommended but not mandatory. This meeting will be held virtually via Google Meets (see below). If you plan to attend, please contact Christen Barbierry at christen.barbierry@maryland.gov.

Additionally, questions must be submitted in writing via email by April 9, 2024 before 1:00pm to christen.barbierry@maryland.gov. Additional questions may be asked during the meeting as well.

Pre Proposal Meeting via Google Meets

Thursday, April 11 · 10:00 – 11:00am

Google Meet joining info:

Video call link: <https://meet.google.com/gup-smiy-eab>

Or dial: (US) +1 267-553-4496 PIN: 310 955 529#

More phone numbers: <https://tel.meet/gup-smiy-eab?pin=3786062003944>

Selection Timeline

RFP Release Date March 20, 2024

Optional Pre-Proposal Meeting April 11, 2024

Proposal Due Date May 1, 2024

Anticipated Awarded Notification May 15, 2024

Anticipated Contract Start Date: July 1, 2024

Needs Assessment Due to the Worcester LBHA by October 31, 2024

SDAT GOOD STANDING REQUIREMENT: Individual/entity s conducting business with the Worcester County Local Behavioral Health Authority will need to be registered with the [Maryland Department of Assessments and Taxation \(SDAT\)](#), and be in good standing.

Agencies interested in reviewing this RFP may request an electronic copy from christen.barbierry@maryland.gov

The Worcester County Local Behavioral Health Authority reserves the right to negotiate budget specifics, including but not limited to total allocation for the contracted party.



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1002
 SNOW HILL, MARYLAND 21863-1193
 TEL:410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer
 From: Billy Birch, Director of Emergency Services
 Re: Out of State Travel Request – Center for Domestic Preparedness “Hazmat Technician Training”
 Date: March 8, 2024

Out of State Travel Request

<u>Emergency Services</u> Department	<u>1</u> # of Attendees	<u>100.1102.044.7000.100</u> GL Account Code
<u>Anniston, Alabama</u> Destination	<u>4/07/2024</u> Depart	<u>4/13/2024</u> Return

Purpose of Travel: I am requesting authorization for Emergency Services staff to travel to Anniston, Alabama to attend Hazmat Technician training at the Domestic Preparedness Center. This training is free of charge and fully funded by the federal government. We just need to cover salary, travel, meals, hotel, etc. This training will enable our staff member to gain valuable skills that will assist our local county Hazmat Team with calls for service. Funding is available in the FY24 budget to cover our expenses.

Estimated Costs:	Lodging	<u>\$875</u>
	Airfare	<u>\$700</u>
	Meals	<u>\$413</u>
	Other (Cab Fees)	<u>\$100</u>
	Total	<u>\$2,088</u>



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: Nicholas W. Rice, Procurement Officer
DATE: March 19, 2024
RE: Request to Purchase – Northern Worcester Athletic Complex Playground

Recreation and Parks is requesting to purchase and have installed new playground equipment at the Northern Worcester Athletic Complex. These services have been quoted by GameTime c/o Cunningham Recreation through their cooperative contract with Omnia Partners resulting in savings of \$36,863.67.

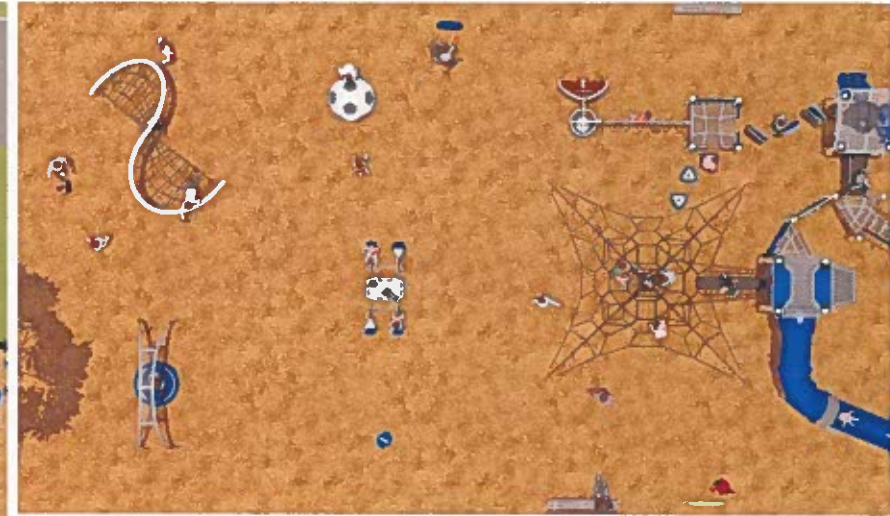
The total contract amount including installation is \$233,620.35. This is a Program Open Space project and is 90 percent reimbursable. In kind services will be used to help offset the 10 percent owed by the county. Funding is available through our POS Development account. Please see the attached quote for additional information.

Omnia Partners is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Omnia Partners follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

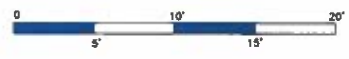
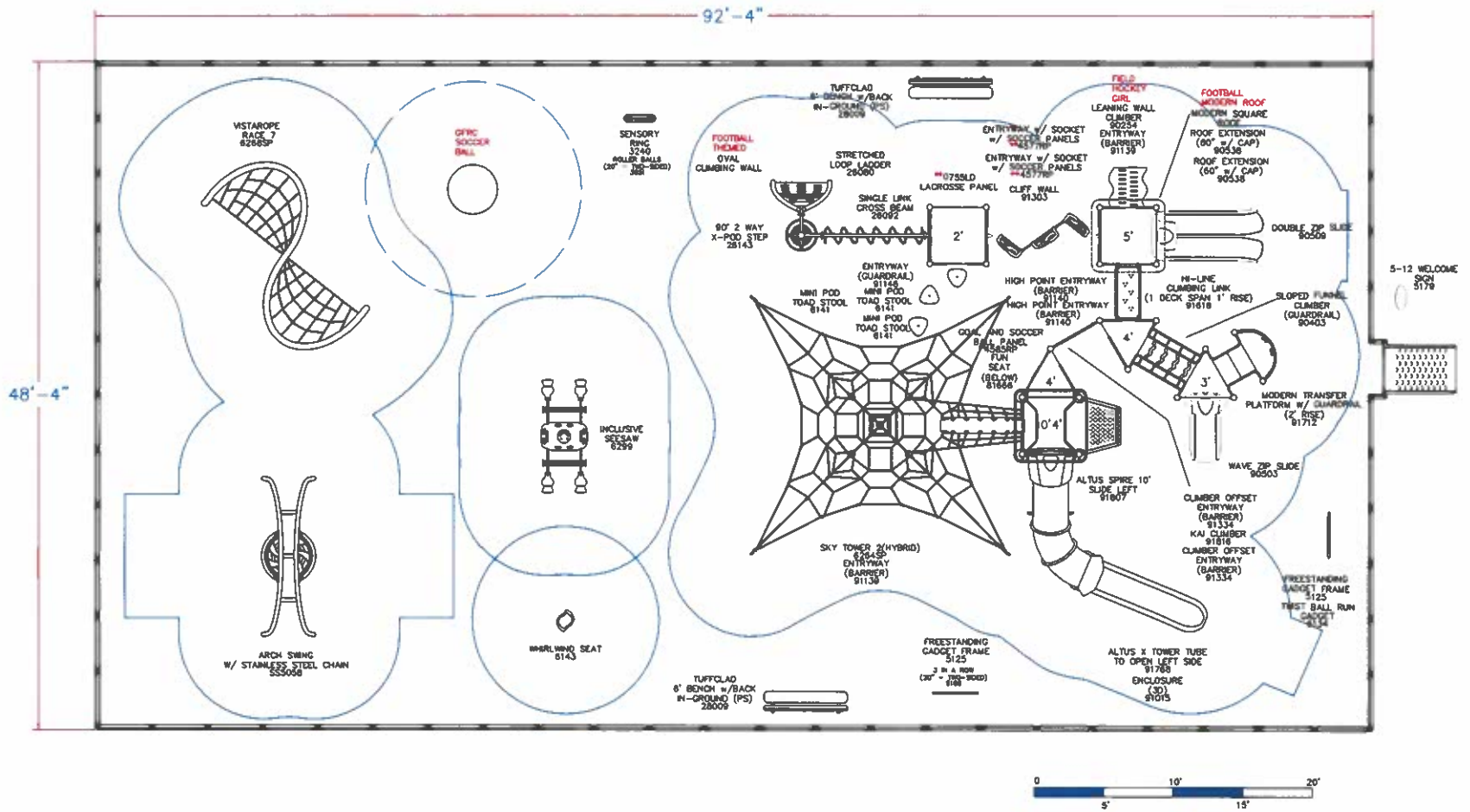
Should you have any questions, please feel free to contact me.

Northern Worcester Athletic Complex Playground Berlin, MD

Design • Build •



Colors Shown:
 White Posts
 Metallic Roof
 Metallic Accents
 Gray Decks
 Blue Plastics
 Blue HDPE
 Blue/White 2-color HDPE



Worcester County Recreation Dept
 Northern Worcester Athletic Complex
 Berlin MD
 Representative
 Cunningham Recreation

This play equipment is recommended for children ages
 5-12

Minimum Area Required:
 Scale:
 This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
 CW
 Date:
 2-21-24
 Drawing Name:
 168909-01-02 Worcester



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 5 02/21/2024
 Quote #
 168909-01-02

Northern Worcester Athletic Complex Playground (Opt 2)

Worcester Co. Recreation Dept.
 Attn: Jacob Stephens
 6030 Public Landing Road
 Snow Hill, MD 21863
 Phone: 410-632-2144 Ext. 2521
 jstephens@co.worcester.md.us

Ship to Zip 21813

Quantity	Part #	Description	Unit Price	Amount
1	5179	GameTime - Welcome Sign (5-12)	\$748.00	\$748.00
1	RDU	GameTime - 5-12 Yr Old Playlab Structure (standard components)	\$93,263.00	\$93,263.00
		(1) 26080 -- Stretched Loop Ladder		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(3) 26094 -- Triangular Shroud		
		(3) 6141 -- Mini Pod Toad Stool		
		(1) 26143 -- 90 Deg 2 Way X-Pod Step		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(3) 80001 -- 49"Tri Punched Steel Deck		
		(1) 81666 -- Fun Seat		
		(1) 90254 -- 5' Leaning Wall Climber		
		(3) 90266 -- 8' Upright, Alum		
		(3) 90267 -- 9' Upright, Alum		
		(5) 90268 -- 10' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(1) 90403 -- Sloped Funnel Climber W/ Guardrail		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 90509 -- 5' Double Zip Slide, Std Dk		
		(2) 90538 -- 60" Roof Extension W/Cap		
		(1) 91139 -- Entryway - Barrier		
		(2) 91140 -- High Point Entryway - Barrier		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91303 -- Cliff Wall Climber		
		(2) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91618 -- Hi-Line Climbing Link 1' Rise (1 dk)		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 91768 -- Altus X Tower Tube To Left		
		(1) 91807 -- Altus Spire 10' - Slide Left		
		(1) 91816 -- Kai Climber 1'-6" Rise		
		(1) G90266 -- 8' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(4) G90271 -- 13' Upright, Galv		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 5 02/21/2024
 Quote #
 168909-01-02

Northern Worcester Athletic Complex Playground (Opt 2)

Quantity	Part #	Description	Unit Price	Amount
		(1) 91015 -- Enclosure (3D) Above Deck		
		(1) 91139 -- Entryway - Barrier		
1	RDU	GameTime - Structure Custom Components	\$18,832.00	\$18,832.00
		(2) 4577RP -- Archway w/ Soccer Panels		
		(1) 4585RP -- Goal & Soccer Ball Panel		
		(1) 0786LD -- Field Hockey Girl Silhouette - 5' Leaning Wall		
		(1) 0755LD -- Lacrosse Panel - Powerscape		
		(1) 0785LD -- Football Themed Modern Square Roof		
		(1) 0787LD -- Football Oval Climbing Wall		
1	6264SP	GameTime - VistaSky Rope Tower 2 (Hybrid)	\$16,440.00	\$16,440.00
1	581TSA	Landmark Design GFRC - Soccer Ball Climber (3'-6" Diameter x 3'-6" Tall)	\$15,187.00	\$15,187.00
1	3240	GameTime - Sensory Ring	\$826.00	\$826.00
1	3951	GameTime - Roller Balls 20" 2S	\$2,235.00	\$2,235.00
2	5125	GameTime - Gadget Frame (F/S)	\$761.00	\$1,522.00
1	5134	GameTime - Twist Ball Run Gadget	\$3,173.00	\$3,173.00
1	5188	GameTime - 3-in-A-Row 30" Gadget	\$1,494.00	\$1,494.00
1	6143	GameTime - Whirlwind Seat Straight (F/S)	\$981.00	\$981.00
1	6299	GameTime - Inclusive Seesaw	\$9,311.00	\$9,311.00
1	6268SP	GameTime - VistaRope Race 7	\$11,295.00	\$11,295.00
1	SS5058	GameTime - Arch Swing (SS)	\$8,997.00	\$8,997.00
1	INSTALL	MISC - Installation of Playground Equipment	\$53,650.00	\$53,650.00
2	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,025.00	\$2,050.00
1	RDU	GameTime - Bench Leg Extensions for Install thru EWF	\$113.52	\$113.52
		(4) 207960 -- Swaged Pipe		
		(4) HWS0021 -- Self Tapping Screw		
1	INSTALL	MISC - Installation of (2) Benches	\$1,112.00	\$1,112.00
1	4858	GameTime - Access Playcurb-W/Adap	\$820.00	\$820.00
69	4862	GameTime - 12" Playground Border	\$83.00	\$5,727.00
70	INSTALL	MISC - Installation of Plastic Borders	\$12.35	\$864.50
2	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$1,147.00	\$2,294.00
1	INSTALL	MISC - Installation of Geotextile	\$825.00	\$825.00
1	INSTALL	MISC - Furnish, deliver & install (4) Loads select fill, grade site	\$2,345.00	\$2,345.00
6	161294	GameTime - Terraflow Drain 150ft Roll	\$636.00	\$3,816.00
1	INSTALL	MISC - Installation of roll drain throughout play area	\$805.00	\$805.00
1	INSTALL	MISC - Ancillary Services- Mobilization, trash disposal, site restoration	\$2,019.00	\$2,019.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 5 02/21/2024
 Quote #
 168909-01-02

Northern Worcester Athletic Complex Playground (Opt 2)

Quantity	Part #	Description	Unit Price	Amount
Contract: OMNIA #2017001134			Sub Total	\$260,834.02
			Discount	(\$36,863.67)
			Freight	\$9,650.00
			Total	\$233,620.35

Comments

- Site must be clear, free of obstructions and accessible.
- Safety surfacing not included - provision and installation by others.
- Customer responsible for demo of existing playground equipment and surfacing.
- **Deposit Required for custom equipment: \$4600.00**
- **EXTENDED LEAD TIME:** Please be advised this BOM contains products which may require extended lead times ranging from 18+ weeks.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

ITEM 5 02/21/2024
Quote #
168909-01-02

Northern Worcester Athletic Complex Playground (Opt 2)

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$233,620.35**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 5 02/21/2024
 Quote #
 168909-01-02

Northern Worcester Athletic Complex Playground (Opt 2)

BILLING INFORMATION:

Bill to: _____
 Contact: _____
 Address: _____
 Address: _____
 City, State: _____ Zip: _____
 Tel: _____ Fax: _____
 E-mail: _____

SHIPPING INFORMATION:

Ship to: _____
 Contact: _____
 Address: _____
 Address: _____
 City, State: _____ Zip: _____
 Tel: _____ Fax: _____
 E-mail: _____

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

**TO: Weston Young, Chief Administrative Officer
Candace Savage, CGFM. Deputy Chief Administrative Officer**
FROM: Derrick Babcock, Fleet Superintendent *[Signature]*
DATE: March 5, 2024
SUBJECT: Vehicle Transfer

.....

Attached for your review is a Vehicle and Equipment Transfer Form transferring a 2012 Chevrolet Tahoe 4x4 from the States Attorney to Public Works Solid Waste Division. This vehicle was turned in as surplus and replaced with a new vehicle. This vehicle will be used to transport equipment operators onto the waste cell daily. I am in agreement with this request and would ask for your approval to formally transfer the 2012 Chevrolet Tahoe.

This transfer will replace a 2000 Jeep Cherokee 4x4 that was involved in a total loss accident on the landfill site.

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

Attachment

cc: Fleet Management
Risk Management
David Candy

**WORCESTER COUNTY
VEHICLE & EQUIPMENT TRANSFER FORM**

Vehicle To Be Transferred:

Year: 2012 Make: Chevrolet Model: Tahoe 4x4

Tag #: 1AP6477 Miles: 208,150 Fuel Card #: _____

VIN #: 1GNSK2E04CR188598 Title #: 35093314

Transferred From: Department/Agency: Worcester County

Division: States Attorney (Turned in for Surplus)

Transferred To: Department/Agency: Worcester County

Division: Department Of Public Works Solid Waste

Vehicle Turned In For Surplus:

Year: 2000 Make: Jeep Model: Cherokee

Tag #: No Tag Miles: _____ Fuel Card #: _____

VIN #: 1J4FF48S2YL206236 Title #: _____

Vehicle Transfer Approved By: FLEET MANAGEMENT 

Vehicle Transfer Approved By:  3/5/24

Date: 03-05-2024



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: March 12, 2024
SUBJECT: AIB Technical Assistance Grant Program

The Accountability & Implementation Board (AIB) released the application for the Technical Assistance Grant Program Phase II. The Technical Assistance Grant Program will provide strategic budgeting technical assistance through a strategic partner to Local Education Agencies. The strategic partner will work with the LEA to develop a Project Plan including a multi-year strategic budget to allocate new resources and reallocate existing resources to ensure that students and schools receive the resources they need to be successful in implementing Blueprint.

Priority will be given to LEAs that partner with their county government. We are seeking approval to send a letter of support.

Attachment:
Pages 2-33 Grant Application Instructions



ACCOUNTABILITY AND IMPLEMENTATION BOARD

TECHNICAL ASSISTANCE GRANT PROGRAM

PHASE II

APPLICATION INSTRUCTIONS

Released 3/11//24

DEADLINE FOR STRATEGIC PARTNER SUBMISSION:

4/1/24

DEADLINE FOR LEA/CTE COMMITTEE APPLICATION TO PARTICIPATE:

5/15/24

Table of Contents

Program Description	3
Name of Grant Program	3
Authorization	3
Grant Program AIB Staff Contact	3
Purpose	4
Dissemination	4
Application Deadlines	5
Strategic Partners Application Deadline	5
LEAs/CTE Committee Application Deadline	5
Grant Period	5
Estimated Number of Grants and Grant Amount	5
Project Goals	5
Eligibility and Requirements	6
Program Timeline	8
Project Milestones	10
Milestone Submission	11
Grant Award Payments	11
Insurance Requirements	12
Strategic Partner Application Instructions	12

LEA/CTE Committee Application Instructions	14
Applicant Support Sessions	15
Delivery and Expectations	15
Scope of Work - Resource Allocation	15
Scope of Work - focus Areas Other than Resource Allocation	16
Community of Practice:	16
Strategic Partner Project Plan	16
Review and Award Process	17
Acceptance Basis	18
Interviews	18
Review Criteria	18
Acceptance Notification	19
Decision Appeal	19
Reporting Requirements	19
Non-Discrimination Statement	19
Appendix A	
Phase II Grant Agreement Example	20
Appendix B	
Template - Phase II Project Plan	28
Appendix C	
Invoice Template	30

Program Description

Maryland's Accountability and Implementation Board (AIB) is the State agency charged with overseeing accountability for and implementation of the Blueprint for Maryland's Future (Blueprint). This comprehensive policy, when fully implemented, will lead to equitable access to a high-quality education for all Maryland students, a positive and fulfilling work environment for all Maryland educators, high quality and equitable outcomes for all students, a better prepared workforce, and an improved economy and society for all Marylanders. The Blueprint affects multiple state government agencies, higher education institutions, public and private employers, and all public districts and schools in the State. The AIB is providing technical assistance to support the successful implementation of the Blueprint and the comprehensive systems change that will be necessary to transform Maryland's education system to world class standards and prepare students for the future.

All local education agencies (LEAs) within the State of Maryland are required to submit Blueprint implementation plans to the AIB for approval to address how they will design strategies to successfully implement the Blueprint policies in their own local contexts and how they will engage stakeholders. Plans are detailed and complex in nature, but are intended to focus on transformational, whole-system change designed to improve access and outcomes for all Maryland students, families, and communities. LEAs will spend the next 10 years (and beyond) designing, implementing, and learning from ambitious and aspirational improvements that will redesign many core aspects of education across the State.

The AIB Phase II Technical Assistance Grant Program is designed to provide targeted technical assistance to LEAs through strategic partners related to the allocation and reallocation of resources/strategic budgeting and other specific topics and to support continued Blueprint implementation. In addition, strategic facilitators matched with LEAs and the Career and Technical Education (CTE) Committee in Phase I may continue to be funded and new partnerships may be funded.

Name of Grant Program

AIB Phase II Technical Assistance Grant Program

Authorization

Section 5-402(e)(3)(iii) of the Education Article of the Annotated Code of Maryland

Grant Program AIB Staff Contact

Li Lan Carson: LiLan.Carson1@maryland.gov

Purpose

The AIB is charged with the oversight of the implementation of the Blueprint and provides support and technical assistance to those agencies responsible for implementation. This grant has been created to provide intentional support and funding to assist the LEAs/local county boards of education and the CTE Committee in the complex, transformative work required to meet the Blueprint's objectives.

The focus areas for the AIB Phase II Technical Assistance Grant Program include the following five categories:

1. Resource Allocation/Reallocation and Strategic Budgeting
2. Extension of Phase I Grants for Strategic Facilitators
3. Career Ladder for Educators
4. College and Career Readiness Pathways (CCR)
5. Prekindergarten Expansion in a Mixed Delivery System

Grant funding for Phase II will be **prioritized** in the following order: (1) Resource Allocation, (2) Extension of Phase I Grants, and (3) Career Ladder, CCR Pathways and Prekindergarten Expansion. Strategic Partners and LEAs may apply for more than one category; multiple requests will be considered to the extent funding is available. The CTE Committee is eligible to apply for extension of its Phase I grant.

For **Resource Allocation**, an LEA will work with a vetted Strategic Partner to develop a Project Plan including a multi-year strategic budget planning process to allocate new resources and reallocate existing resources to ensure that students and schools receive the resources they need to be successful. Priority will be given to LEAs that include their county government in their Application to Participate. Several LEAs/county governments may be paired with a Strategic Partner to work both as a group and individually.

For **Extension of Phase I Grant Agreements**, an LEA/CTE Committee may continue to work with its current Strategic Facilitator or select a new Strategic Facilitator from Phase I to continue, enhance, or add to any aspect of their Phase I project plan to ensure successful outcomes.

For **Career Ladder, CCR Pathways, and Prekindergarten Expansion**, an LEA will work with a vetted Strategic Partner to develop a Project Plan and specific budget to develop and implement the local career ladder, including the potential reorganization of the school day, school master schedule, and educator roles and responsibilities; develop and implement CCR pathways, including individualized plans for students who are not yet CCR; and/or develop and implement meaningful solutions to expanding full-day prekindergarten in the county.

Dissemination

The AIB Phase II Technical Assistance Grant Application Instructions will be released on **March 11, 2024**.

Application Deadlines

Strategic Partners Application Deadline

[Strategic Partner applications](#) are due to the AIB by **12 noon EDT on April 1, 2024**.

Application submission instructions may be found below under “[Strategic Partner Application Instructions](#).”

AIB is seeking a Strategy Lead for Resource Allocation. Please indicate your interest in serving in this role in your application (see responsibilities for Strategy Lead under Strategic Partners Responsibilities-Resource Allocation).

LEAs/CTE Committee Application Deadline

LEAs/CTE Committee must complete the [Application to Participate Form](#). LEAs must also send the [signature page](#) to aib@maryland.gov by 12 noon EDT on May 15, 2024.

Separate application instructions for LEAs/CTE Committee may be found below under [LEAs/CTE Committee Application Instructions](#).

Grant Period

July 1, 2024 - June 30, 2025

Estimated Number of Grants and Grant Amount

AIB expects that approximately \$2 million will be available for the AIB Phase II TA Grant Program. The number of grants and amount will vary depending on the number of LEAs interested in receiving technical assistance in Phase II. If all 24 LEAs and CTE Committee participate in the program, the AIB expects to award approximately \$75,000-\$80,000 in grant funding on behalf of each LEA/CTE Committee. If less than 24 LEAs participate or additional grant funding becomes available, the grant award made on behalf of an LEA may be impacted. Please see above for the priority grant funding list.

NOTE: Acceptance as a Strategic Partner does not ensure grant funding, as final grant awards are related to LEA selection of the Strategic Partner. It is possible that a Strategic Partner will not be selected by or matched with any LEA and, as a result, that Strategic Partner would not receive grant funding on behalf of an LEA.

Project Goals

The Blueprint for Maryland’s Future is centered around five policy areas called pillars. The five pillars are interrelated and must be implemented systemically and in tandem to achieve the intended outcomes and goals. Each pillar contains detailed tasks, subtasks, and requirements for

implementation. More information about the Blueprint and the five pillars may be found in the Blueprint for Maryland’s Future [Initial Comprehensive Implementation Plan](#). An [updated Comprehensive Implementation Plan](#) was adopted in August 2023.

The goals of this project are:

- To strategically guide and support LEAs and the local governments with resource allocation, implementation plan development and execution, career ladder development, CCR pathway implementation, and expansion of prekindergarten services.
- To facilitate strategic planning, support the transformation process to meet the requirements and intent of the Blueprint law, support the productive engagement of all key stakeholders, and support LEAs in tracking and learning from their progress; and
- To partner with LEAs in building the buy-in to a shared vision and plan for success and to drive impactful, transformational, whole-system change designed to improve access and outcomes for all Maryland students, families, and communities.

Eligibility and Requirements

The AIB Phase II Technical Assistance Grant Program – Strategic Partner Application is open to any applicant that can meet all of the requirements related to the AIB Phase II Technical Assistance Grant Program. Applicants must be in good standing with the Maryland Department of Assessments and Taxation, and are not barred from doing business with the State of Maryland. Subcontracting is not allowed for this program.

The AIB is seeking Strategic Partners who have expertise and experience in change management in education systems and have the following shared beliefs, requirements, and preferred qualifications:

Shared Beliefs/ Dispositions/ Aptitudes

- Curiosity and eagerness to learn from and with others.
- Strong relationship-building skills.
- An open, collaborative, and flexible mindset.
- A problem-solving mentality.
- Comfort in soliciting feedback, listening to, and working with diverse stakeholders.
- Skilled facilitation with inclusive dialogue.

Requirements

- Commitment to fully participate and engage in support for implementing the [Blueprint](#) with fidelity
- Bachelor’s Degree
- Minimum of 8 years of leadership, management and educational experience and/or strong knowledge in one or more of the areas of:
 - Resource Allocation and Strategic Budgeting (see below for further requirements)

- Career Ladder for Educators, including reorganization of the school, school day, and/or master schedule and the roles and responsibilities of educators
- College and Career Readiness Pathways, including developing individualized plans for students who are not yet CCR
- Prekindergarten Expansion in a Mixed Delivery System
- Familiarity with the Maryland educational landscape
- Coaching/mentoring experience
- Commitment to utilizing qualitative and quantitative data; data analysis, using data to inform decision making
- Knowledge of best practices around systems change and change management
- Desire for educational ecosystem impact

Preferences

- Master's or Advanced Degree.

Requirements Unique to Resource Allocation

- Minimum of 8 years of educational experience and/or strong knowledge in at least two of the following areas:
 - Budgeting in an educational setting
 - Maryland's education finance system and Blueprint funding formulas
 - Assessing spending trends and resource allocations across agency and program functions
 - Methodologies to allocate resources (revenues) and track expenditures at the program (i.e., funding formula) and school levels
 - Multi-year budget plans that implement systemic changes over several years, e.g., staffing models, school restructuring, transportation, etc.
 - Develop and recommend cost effective and efficient services to include recommendations for both process changes and resource allocation/reallocation
 - Ability to complete mathematical tasks required to gather historical data, produce a model dataset, trend analyses, and forecasting models using intermediate to advanced Excel or other software techniques

Strategic Partner Responsibilities - Resource Allocation

The Strategic Partner will have the opportunity to work with one or more LEA/local governments in analyzing current resource utilization, identifying inefficiencies, and developing strategic plans for reallocating resources. The Strategic Partner brings an external perspective and may conduct assessments, provide recommendations, and help implement changes to optimize efficiency and realign resources to meet the Blueprint requirements, such as the minimum school funding requirement.

The **Strategy Lead** for Resource Allocation will be responsible for coordinating with other

strategic partners providing Resource Allocation technical assistance including: developing and sharing informational materials related to Blueprint content and implementation and best management practices. The Strategy lead will coordinate and host regular Community of Practice/ Office Hour sessions to support collaboration, shared professional learning, and problem solving among LEAs, county governments, and their strategic partners. The Strategy Lead will be compensated separately for the lead work based on actual hours worked at a predetermined rate of \$200 per hour. To qualify for a Strategy Lead, the Strategic Partner must have a strong understanding of the Blueprint and the Blueprint funding formulas and meet more than two of the requirements listed above.

Strategic Partner Responsibilities

- Career Ladder, CCR Pathways, Prekindergarten Expansion

Depending on the needs of the LEAs, the Strategic Partner may assist the LEA in developing the local career ladder, including the potential reorganization of the school day, school master schedule, and educator roles and responsibilities; develop and implement CCR pathways, including individualized plans for students who are not yet CCR: and/or develop and implement meaningful solutions to expanding full-day prekindergarten in the county through a mix of public and private providers. The Strategic Partner brings an external perspective and may conduct research and assessments, provide recommendations, and help implement changes to meet the Blueprint’s expected outcomes.

The AIB may select a separate Strategy Lead for Career Ladder, CCR Pathways, and Prekindergarten Expansion if the AIB determines there is a need to do so.

Program Timeline

March 11, 2024	Strategic Partner Grant Application Opens LEA/CTE Application to Participate Opens
March 19, 2024, 1:00 to 2:00 pm EDT	Applicant Support Session(s)-Optional
March 25, 2024, 12:15 to 1:15 pm EDT	Applicant Support Session(s)-Optional
April 1, 2024, 12:00 noon EDT	Strategic Partner Grant Application Due
April 8 - April 19, 2024	Strategic Partner Interviews with AIB
April 26, 2024	AIB finalizes the list of selected Strategic Partners and shares with LEAs
April 29 - May 10, 2024	LEAs interview Strategic Partners (optional)

May 15, 2024, 12 noon EDT	LEA Application to Participate due to AIB
	Existing Strategic Facilitators and LEAs who wish to continue working together submit Draft Project Plans to AIB
May 22, 2024	AIB announces Strategic Partner/LEA Match and the focus area(s) approved for each grant
May 23 - June 12, 2024	Strategic Partners and LEAs develop Draft Project Plans
June 12, 2024	Draft Project Plans submitted to AIB
June 13-28, 2024	AIB review Draft Project Plans and provide feedback to Strategic Partners and LEAs*
June 3, 2024	AIB sends MOU to LEA/local government for signatures
June 17, 2024	LEAs submit Signed MOU to AIB
June 17, 2024	AIB sends Grant Agreement to Strategic Partners for signatures
June 21, 2024	AIB sends signed MOU back to LEAs
June 24, 2024	Strategic Partner submits signed Grant Agreement with all required attachments to AIB
June 28, 2024	AIB sends Notice to Proceed and fully executed GA to Strategic Partners and LEAs
July 1, 2024	Grant performance period begins
July 19, 2024	Strategic Partner and LEA submit Revised Project Plan to AIB for approval*
July 24, 2024, 3:00-5:00 pm EDT	First Community of Practice (virtual)

*AIB may issue Notice to Proceed based on Draft Project Plans but expressly conditions payment under the Grant Agreement on receipt of an approvable Final Project Plan.

Project Milestones

Deliverable	Notes	Due Date
First Status Report and invoice for payment	Status Report to the AIB shall include: <ul style="list-style-type: none"> - narrative update on progress toward completion of tasks/deliverables identified in Project Plan, challenges, next steps, key takeaways - updated timeline identifying next steps and anticipated outcome - updated budget to show both projected and actual costs Invoice for this period shall be submitted by the due date.	October 15, 2024 Covering July 1, 2024 through September 30, 2024
Second Status Report and invoice for payment	Status Report to the AIB shall include: <ul style="list-style-type: none"> - narrative update progress, challenges, next steps, key takeaways - updated timeline identifying next steps and anticipated outcome - updated budget to show both projected and actual costs Invoice for this period shall be submitted by the due date.	January 15, 2025 Covering October 1, 2024 through December 31, 2024
Third Status Report and invoice for payment	Status Report to the AIB shall include: <ul style="list-style-type: none"> - narrative update on progress, challenges, next steps, key takeaways - updated timeline identifying next steps and anticipated outcome - updated budget to show both projected and actual costs Invoice for this period shall be submitted by the due date.	April 15, 2025 Covering January 1, 2025 through March 31, 2025

<p>Final Status Report and invoice for payment</p>	<p>Final Report of Partnership shall include:</p> <ul style="list-style-type: none"> - detailed summary of all work undertaken, progress made, and next steps for the district to take - updated budget - recommendations for future work - recommendation as to whether the partnership would benefit from another year of collaboration <p>Final invoice for the project shall be submitted by the due date.</p>	<p>June 30, 2025 Covering April 1, 2025 through June 15, 2025</p>
--	--	---

Milestone Submission

The AIB will closely monitor progress toward Project Milestones to ensure compliance with the grant program. Strategic Partners will submit Status Reports, as outlined above, to the AIB detailing the progress toward Project Milestones. Strategic Partners will be required to obtain LEA signatures on these Status Reports. The status reports and invoices may be signed by whoever has signatory authority for the LEA.

In the event the AIB determines a Project Milestone has not been satisfactorily completed, the AIB will communicate in writing any milestone deficiencies, errors, inaccuracies, or non-conformities to the LEA and the Strategic Partner. The LEA and the Strategic Partner shall correct deficiencies and resubmit the corrected milestone for acceptance within an agreed- upon time period.

Grant Award Payments

Strategic Partners will bill for work, at the agreed upon hourly rate, and submit invoices to the AIB by the due dates outlined in the Project Milestones section. LEAs must verify the services provided and the hours worked by signing each invoice and forwarding it to AIB, copying Strategic Partners on the approved invoices.

All completed invoices to support award payments are to be sent to aib@maryland.gov, at identified intervals, along with milestone reports. The AIB reserves the right to reduce or withhold payment in the event the Strategic Partners does not provide the AIB with all required milestones within the time frame specified in the Grant Agreement (GA) or otherwise breaches the terms and conditions of the GA.

Payments from the grant program may be taxable. Grant recipients shall consult with their own accountant or tax advisor.

Insurance Requirements

Strategic Partners will be required to meet any insurance requirements of LEAs with which the Strategic Partner works as part of this program.

The AIB and any LEA that works with a Strategic Partner shall be listed as additional insured parties on the faces of the certificates associated with any insurance coverages required by the LEA, including umbrella policies and excluding Workers' Compensation Insurance and professional liability. Any insurance furnished as a condition of the grant shall be issued by a company authorized to do business in the State.

Strategic Partner Application Instructions

To **apply for the grant**, the applicant shall fill out AIB Phase II Technical Assistance Grant - [Strategic Partner Application Form](#) online and email the required resume(s) and supporting documents to aib@maryland.gov, using the subject line: Your Name-Phase II TA grant required attachments. To be considered complete, applications must include both the submitted form and emailed attachments; incomplete applications may be disqualified.

The application consists of 16 sections including:

1-4) Applicant Information- this section requires the name and contact information of the person submitting the application, name, address for the business or individual applying for the grant, and the name and contact information for the fiscal agent. If the applicant is a business entity, identify the key personnel(s) who will perform the work.

5-12) Strategic Partner Experience and areas of expertise: Strategic Partners may apply for more than one focus area. Resource Allocation is the highest priority area for grant funding. Multiple requests will be considered to the extent of available funding.

Check the area(s) you are applying for, and describe any experience you/your firm has providing support, guidance or consultation in each focus area.

- Resources Allocation and Strategic Budgeting
- Career Ladder for Educators
- College and Career Readiness Pathways
- Prekindergarten Expansion in a Mixed Delivery System

13) Professional references: List three (3) professional references who are capable of documenting the applicant's ability to provide the partner responsibilities. The AIB reserves the right to request additional references or utilize references not provided by the applicant. Points of contact must be accessible and knowledgeable regarding applicant performance of support/program provided.

14) Proposed rate and availability: **Strategic Partners should set their hourly rate inclusive of estimated indirect costs (e.g. travel expenses) and at an amount that accounts for any variation in rates billed by various employees of the Strategic Partner. The AIB will only pay one hourly rate per grant agreement and will not pay for any indirect costs (e.g. travel expenses) that are billed separately.**

15) Supplemental Questions:

1. What are the essential competencies and experiences that make you/your firm well-suited for supporting the implementation of the Blueprint for Maryland's Future? Please describe your understanding of the Blueprint for Maryland's Future. Include any relevant, prior work experience related to the Blueprint.
2. Describe what an effective coaching relationship would look like between you/your firm, as a Strategic Partner, and the LEAs/county governments/Blueprint implementation teams with which you would be working. How would you create a working environment/partnership that facilitates progress towards the Blueprint vision and goals? Importantly, the Blueprint requires transformation--letting go of old ways and reimagining education. This is hard work. How will you support an LEA in this work?
3. How will you utilize qualitative and quantitative data and data analysis to help inform the decision making process with the LEAs? Identify the data sources for each you propose using.

16) Application Package Submission: in this section you will certify that all information provided above is correct and certify you are the authorizing official. This is a binding agreement. Provide your name and title and also certify that you have emailed the following required documents.

- Resume/CV (for business/organization, resumes for all key personnel of your project team)
- W9 - Individuals or business entity
- Copy of the Articles of Organization or Operating Agreement showing you as a member of the LLC authorized to sign contracts on behalf of the LLC
- Evidence of the LLC being in good standing with the State Dept of Assessment and Taxation. We will accept a printout from the SDAT business website showing your LLC in good standing.

LEA/CTE Committee Application Instructions

Each LEA that would like to participate in the Phase II grant must complete the [Application to Participate Form](#), which will require the LEA to identify priority focus areas, ranking of priority, if there is a preference for strategic partners, and project description. The list of accepted Strategic Partners will be available for review in late April 2024. The LEAs must email the Application [signature page](#) to aib@maryland.gov by **12 noon on May 15, 2024**. Applications that are also signed by an authorized signatory from the county government will receive priority consideration for Resource Allocation grant funding.

If an LEA/CTE Committee wishes to continue working with a strategic facilitator from AIB Technical Assistance Grant Program Phase I grant on continuing and new goals, the **strategic facilitator and the LEA/CTE Committee must still submit to aib@maryland.gov a Draft Project Plan for the Phase II grant by May 15, 2024**. The AIB will evaluate the effectiveness of your partnership in Phase I and the proposal set forth in your Draft Project Plan for Phase II and determine if the partnership should continue in Phase II.

The selections listed in the [Google Application Form](#) are as follows and LEAs shall provide the three highest ranking priorities using 1st as the top one. A brief description of the project should be included for each area that the LEA requests assistance under each section you select.

- Resource allocation and Strategic Budgeting-Strategic Partner Preference: _____
- Work with *existing* strategic facilitator on continuing and new goals OR
- Work with a *new* strategic facilitator on continuing and new goals- Strategic Facilitator Preference: _____
- Career ladder - Strategic Partner Preference: _____
- CCR pathways (including Support pathway) -Strategic Partner Preference: _____
- Prekindergarten expansion- Strategic Partner Preference: _____

The project description for each focus area should cover the core aspects of the proposed project, such as a brief description of the LEA's needs, goals, objectives, the proposed strategies to meet them, and the roles of the Strategic Partner that will be selected to work with the LEA. The Project Description must also include an estimate of the number of hours the LEA will work with the Strategic Partner, deliverables, and timeline for the project. The Strategic Partners will submit grant proposals including all-inclusive hourly rates, so no separate indirect (e.g. travel, equipment, etc) costs need be considered.

Applicant Support Sessions

The AIB will hold virtual support sessions for interested applicants. During these sessions, AIB staff will provide an overview of the program, the requirements, and the proposal. Register [here](#) for a session(s). Session date opportunities are as follows:

- March 19, 2024, 1:00 pm - 2:00 pm EDT
- March 25, 2024, 12:15 pm - 1:15 pm EDT

Frequently Asked Questions (FAQ) will be developed and posted on the AIB website after sessions to offer support and answer common questions about the grant.

Direct questions regarding the AIB Phase II Technical Assistance Grant to Li Lan Carson at LiLan.Carson1@maryland.gov.

Delivery and Expectations

Strategic Partners will be recruited, screened, and vetted by the AIB. LEAs may identify the preferred Strategic Partners based on their needs and preferences. The AIB will review all preferred requests and match Strategic Partners with the LEAs/local government. Grant awardees will be notified of their match(es) in late April 2024 in order to begin developing their Project Plan.

Scope of Work:

Work with partner LEA(s)/local government, particularly with the Blueprint Coordinator and other leadership team members and Blueprint implementation team members, develop a unique scope of work agreed upon by the LEA, the AIB, and the Strategic Partner.

Scope of Work - Resource Allocation

The Strategic Partner will work with LEAs and their county governments, particularly Chief Financial Officers and finance staff, to develop an overall strategy for resource allocation and reallocation over multiple years to meet the Blueprint's requirements and expected outcomes. The work may involve evaluating various budget and resource allocation models and financial reporting techniques; assisting with development and implementation of long-range strategic financial plans; supporting LEAs and county governments on key initiatives, e.g., joint financial planning & reporting, financial model development, project management; working with relevant county partners and state agencies to develop feasibility studies/analyses or pilot programs for major new

initiatives and programs; proactively identifying areas for improvement using data to support recommendations including potential cost cutting measures; assisting in developing monitoring tools of output, effectiveness, efficiency, and outcome trends; preparing, and contributing to the preparation of board- and council/commission-level reports and presentations; conducting an analysis of current resources and establishing a baseline in reference to where existing appropriations fit by Blueprint Program (especially “Legacy” programs i.e. Foundation Programs, English Learners, Special Education, Compensatory Education); identifying allocation methodologies, rationales, and benefits to adjust budgets.

Scope of Work - focus Areas Other than Resource Allocation

The Strategic Facilitator from Phase I will work with the paired LEA, either continuing from Phase I or newly matched in Phase II in developing the scope, goals and objectives, tasks, timelines and budget related to implementation of the LEA’s Blueprint Implementation Plan and specific focus areas that may be continuing from the Phase I work and/or additional areas for Phase II.

The Strategic Partner will work with the paired LEA in developing the scope, goals and objectives, tasks, timelines and budget related to other focus areas such as Career Ladder, Post CCR Pathways, or Prekindergarten expansion.

Community of Practice:

All Strategic Partners and Strategic Facilitators are **required** to participate in a Community of Practice (CoP) with the AIB for up to 2 hours each month at a fixed rate of \$200 per event. The CoP for Strategic Facilitators and Strategic Partners other than Resource Allocation will meet virtually on the 2nd Wednesday of each month from 3:00 - 5:00 pm. The Strategic Partner CoP for Resource Allocation will meet virtually on the 4th Wednesday of each month from 3:00 - 5:00 pm.

Strategic Partner Project Plan

After being paired with an LEA/local government, the Strategic Partner must develop, in collaboration with the LEA/local government, a Project Plan that clearly demonstrates the applicant’s ability to fulfill the goals outlined by the LEA/local government and identify Project Milestones that drive strategic thinking, innovation, and impact. Applications should indicate a thorough understanding of the Blueprint for Maryland’s Future. The Project Plan and detailed budget should be developed using the Attachment B template. The existing Phase I grant project plan template should be used for Strategic Facilitators working on existing and/or new goals with LEAs.

The budget should include pricing expressed as the number of hours estimated for each task or milestone multiplied by the hourly rate for the Strategic Partner. The budget proposal is to be signed and dated by an individual who is authorized to bind the applicant to the prices entered in the budget.

For each area of work/task, identify the hourly rate, the estimated number of hours required to complete the task, timeline, and the projected cost. See example:

Hourly rate: \$150

Task#1 Resource Allocation: 150 hours: $150 \text{ hrs} \times \$150 = \$22,500$

Task#2 Career Ladder: 350 hours: $350 \text{ hrs} \times \$150 = \$52,500$

Task#3 College and Career Readiness Pathways: 0

Task#4 Prekindergarten Expansion: 0

Task#5 CoP participation (monthly): $\$200 \text{ per event} \times 12 = \$2,400$

Total budget proposal: $\$150 \times (150+350) \text{ hrs} + \$2,400 = \$77,400$

Each Strategic Partner must develop, in collaboration with the LEA, the frequency of in-person meetings and reach an agreement between both parties surrounding the expectation of on-site meetings. **Strategic Partners should set their hourly rate inclusive of indirect (e.g. travel**

expenses. These expenses may not be billed separately). The total budget should not exceed the maximum grant amount available for each LEA/local government.

In order to create a successful partnership, the Strategic Partner shall outline their availability each month and identify their average number of hours available to support per month.

Note: If a Strategic Partner has elected to work with more than one LEA/local government, a Project Plan and Budget must be created for each agency separately. Each agency's grant documentation will be maintained individually and separately.

Review and Award Process

Evaluation of applications will be performed in accordance with and based on the evaluation criteria set forth below. The AIB will review application packages and select applicants to participate in virtual interviews. The AIB reserves the right to utilize the services of individuals outside of the AIB for advice and assistance, as deemed appropriate. During the evaluation process, the AIB may determine at any time and for any reason that a particular applicant is not selected for award.

Acceptance Basis

An applicant will be accepted as a Strategic Partner if the applicant is deemed to have met all requirements and to have submitted an application determined to be the most advantageous to the AIB for being able to provide the support and work as specified in this document, considering the anticipated spending rates identified and evaluation factors set forth in this document. The AIB reserves the right to cancel this grant process, accept or reject any and all applications, in whole or in part, received in response to this grant program, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified applicants in any manner necessary to serve the best interests of the AIB.

Interviews (Virtual)

If selected for an interview, the AIB will notify applicants of the date and time of the interview. Interviews will be conducted virtually and the meeting invitation will be sent in advance of the meeting.

Review Criteria

The criteria to be used to evaluate each application are listed below.

- **Response to Supplemental and Interview Questions**

The AIB will assess the extent to which the applicant's response to supplemental questions and, if applicable, interview responses illustrate a comprehensive understanding of Strategic Partner responsibilities and mastery of the subject matter. Applications that demonstrate the applicant's alignment with research-based best practice and a history of achieving demonstrable results, as well as a comprehension of Blueprint vision and goal will receive a higher ranking.

- **Experience and Qualifications of Strategic Partner**

The AIB will assess the extent to which applicants demonstrate capacity to achieve results at scale with one or more LEAs/local governments. The AIB will examine references, prior experience, and qualifications, as well as availability and commitment of the applicant.

- **Price and Value Add to the AIB Technical Assistance Grant Program**

This is not a lowest price technically acceptable award. The AIB may choose higher-priced applicants based on its evaluation of the other criteria.

Acceptance Notification

The AIB shall make final determination for Strategic Partner acceptance based on the results of evaluation. Upon final decision, the AIB will notify each applicant to inform the applicant of its decision. If the AIB recommends an applicant for program participation, it will correspond via email with the applicant to confirm acceptance of program participation. The AIB will then compile the list of approved Strategic Partners. Strategic Partners will be asked to compile a one page document outlining their information/offerings to provide to participating LEAs/local governments. LEAs/local governments will identify their preferred Strategic Partners from the list of Strategic Partners.

Applicants who are not accepted can appeal the AIB's decision (See Decision Appeal section for information). Acceptance as an approved Strategic Partner does not guarantee that an LEA will select the applicant for projects under the AIB Phase II Technical Assistance Grant Program.

Decision Appeal

The AIB will provide applicants with notice of non-acceptance as a Strategic Partner. Applicants may appeal non-acceptance within five (5) business days following the day the AIB provides the applicant with official email notification of non-acceptance. The AIB will provide the applicant justification of non-acceptance within three (3) business days of acknowledging receipt of appeal request. The applicant will then have three (3) business days after the AIB sends its justification to submit a response of no more than five (5) pages. The AIB will review the appeal and make a final determination.

Reporting Requirements

In addition to the required reporting and invoicing, Strategic Partners must comply with requests from the AIB and the LEA to report on best practices, benchmarking, and overall project spending.

Non-Discrimination Statement

The Accountability and Implementation Board does not discriminate on the basis of age, ancestry, color, marital status, national origin, race, religion, gender, gender identity, sexual orientation, or disability in employment or access to its programs, services, or activities.

Appendix A

Phase II Grant Agreement Example

ACCOUNTABILITY AND IMPLEMENTATION BOARD PHASE II TECHNICAL ASSISTANCE - GRANT AGREEMENT

Section I: Parties, Local Education Agency, Local Government, Term, and Cost

A. This Grant Agreement, dated _____, 2024, and entitled “AIB Phase II Technical Assistance Grant Program – [STRATEGIC PARTNER NAME HERE]” and hereinafter known as “the GA”, is hereby entered into by and between the Accountability and Implementation Board, hereinafter known as “the AIB” and [STRATEGIC PARTNER NAME HERE], an AIB Technical Assistance Grant Program awardee, hereinafter known as “the Grantee”.

B. In accordance with the Project Plan attached hereto as Attachment C and incorporated and made a part of this GA, Grantee agrees to render services on behalf of [LOCAL EDUCATION AGENCY] and the AIB agrees to pay Grantee for services properly and completely rendered.

C. Term and Cost

1. The grant award, which is the subject of this GA, is to commence on or about July 1, 2024, and terminate June 30, 2025.

2. The total award from the AIB for the provision of the project plan described in the Grantee’s grant application shall not exceed \$XXX for this period of time. The award shall be made if, as, and when Grantee renders services and properly invoices the AIB.

Section II: Grant Application

The detailed description of the specific project work to be provided by the Grantee under this GA and as stated and submitted in the Grantee’s AIB Phase II Technical Assistance Program Grant Application are incorporated and made a part of this GA, as Attachment A - AIB Phase II Technical Assistance Grant Application – [STRATEGIC PARTNER NAME].

Section III: Budget and Billing

A. Budget

The budget, to be incorporated and made a part of this GA, is included as Attachment B – AIB Phase II Technical Assistance Grant Draft Project Plan – [STRATEGIC PARTNER NAME] and subsequent Final Project Plan which will be incorporated as part of this GA and will replace the Draft Project Plan as Attachment B.

B. Availability of Funding

If the Maryland General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this GA succeeding the first fiscal period, this GA shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AIB's rights or the Grantee's rights under any termination clause in this GA. The effect of termination of the GA hereunder will be to discharge both the Grantee and the AIB from future performance of the GA, but not from their rights and obligations existing at the time of termination. The Grantee shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the GA. The AIB shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of this GA for each succeeding fiscal period beyond the first.

C. Content of Invoices for Services Rendered on Behalf of an Local Education Agency

As a condition of payment, the Grantee shall submit to the AIB itemized invoices for work performed on behalf of a local education agency, which state at least the following information:

1. Grantee name and remittance address;
2. Name of local education agency for which services were rendered;
3. Amount of invoice, including itemized amounts for costs for which payment is requested;
4. Dates or periods covered by the invoice for costs incurred or services rendered;
5. Detailed description of services rendered;

6. Federal Tax Identification Number.

D. Invoices for Services Rendered on Behalf of Local Education Agencies:
Payment Frequency and Required Supporting Documentation

1. Payment shall be made within 30 days of receipt of a proper invoice.

2. All payments will be made by the AIB upon acceptance by the AIB of a proper Grantee invoice and adequate supporting documentation. Supporting documentation shall be adequate, as determined by the AIB, to enable verification of amounts billed by the Grantee. Supporting documentation consists of the following:

a. Documentation of Expenditures Incurred During the Billing Period.

i. Hourly rate multiplied by the hours worked, with a detailed description of the services provided.

ii. Additional Requested Documentation: If the AIB has concerns regarding an amount billed on an invoice, the AIB may request additional information from the Grantee.

b. Documentation of Deliverables, Milestones, and Services Provided During the Billing Period

i. All deliverables due during the period billed shall be presented to the AIB upon submission of the invoice, if not previously provided. This includes deliverables due from the Grantee for services provided under the GA, as any acceptance criteria may be identified in the Grantee's AIB Technical Assistance Program Grant Application.

ii. If for certain tasks, or in general, there are no deliverables due, the AIB may request additional documentation to confirm delivery of services provided during the billing period.

3. The AIB may withhold payment of an invoice until the AIB receives and approves all supporting documentation, including any additional documentation requested.

E. Invoices for Service Rendered on Behalf of the AIB

For services rendered on behalf of the AIB, the Grantee shall submit to the AIB itemized invoices that are separate from the invoices for service rendered on behalf of a local education agency, with the content required in Section III(C) above. Invoices shall be paid monthly.

F. Invoice Submission Method

1. Invoices are to be sent to the AIB at aib@maryland.gov

2. Strategic Partners will bill for work, at the agreed upon hourly rate, and submit invoices to LEAs by the due dates outlined in the Project Plan Objectives. LEAs will approve invoices and forward to AIB, copying Strategic Partners on the approved invoices. The Invoice Template in Attachment C shall be used. In approving and submitting the invoice, the LEA is certifying in writing that the information contained in each invoice is true and correct. An authorized representative of the local education agency must sign the certification. The certification must be made on the face of the invoice or attached with an invoice when submitted to the AIB.

3. Separately, the Strategic Partners will invoice the AIB, at the predetermined rate, for all collaborative work that occurs with the AIB, including participation in the AIB Community of Practice, beyond the time with the LEA and beyond the grant award amount.

Section IV: Mandatory Provisions

A. Nondiscrimination in Employment

The Grantee agreed not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as reasonably to preclude the performance of the employment; and

B. Subcontracting

The Grantee may not, during the term of this GA or any renewals or extensions of this GA, assign or subcontract all or any part of this GA.

C. Data – Ownership and Use

1. The AIB retains all ownership rights associated with data that the AIB may provide to the Grantee. The Grantee shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party such data, except that the Grantee may provide such data to its officers and employees required to have such data for completion of the Grantee's responsibilities under this GA. The Grantee's officers and employees receiving such data shall be advised by the Grantee of the AIB's ownership rights and be bound by the AIB's ownership rights.

2. The Grantee retains all ownership rights associated with data that it created prior to or outside of this GA.

3. All data created or generated by the Grantee in the performance of this GA shall be the sole property of the AIB and shall be available to the AIB at any time for the AIB's use without restriction and without award to the Grantee other than the grant award specifically provided by this GA.

4. The AIB shall have the exclusive right to use, duplicate, disclose and publish any data that may be created or generated by the Grantee in connection with this GA. The AIB hereby grants to the Grantee the right to use or duplicate data created or generated by the Grantee in support of internal, noncommercial analysis and academic or other educational purposes subject to the terms and conditions of Section IV(E)(4).

D. Research Results – Ownership, Licenses to Use, Publication and Commercialization

1. Research Results means all inventions, discoveries, copyrightable works, software, policy recommendations, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this GA.

2. Ownership – The AIB will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by AIB employees. Subject to the ownership of the U.S. Government, if applicable, the Grantee will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by Grantee employees. The AIB and Grantee will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by AIB and Grantee employees.

3. License to use - Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, nonassignable, royalty-free right and license to use

Research Results in support of internal, non-commercial analysis and academic or other educational purposes.

4. Disclosure or publication - The AIB and the Grantee recognize that Research Results may have merit worthy of disclosure or publication. At the same time, the Parties recognize that they may have competing interests in the publication of proprietary, sensitive or confidential Research Results. The Parties agree that either party may be permitted to propose the disclosure or publication of de-identified Research Results in discussions at public symposia or professional meetings, and to publish same in journals, theses, dissertations or other publications or presentations. The Grantee must provide the other AIB a copy of any proposed publication or presentation 60 days in advance for review and comment. In the event the AIB does not agree to the proposed disclosure or publication, the matter shall be referred to the signatories to this GA, or their successors or superiors, for resolution.

5. Commercialization - In the case where there is a prospective publicly beneficial commercial use(s) of jointly developed Research Results and a Party or the Parties desires to develop this commercial use, then in such case, AIB and Grantee shall negotiate in good faith reasonable terms and conditions agreeable to both AIB and Grantee to allow the Parties to enter into a commercial licensing agreement.

E. Document Retention and Inspection - The Grantee shall retain all records and documents relating to this GA for a period in accordance with any applicable statute of limitations.. At a minimum, all records and documents related to this GA shall be retained for a period of five years after the final payment by the AIB and shall make them available for inspection and audit until any audit is completed by authorized representatives of the AIB. All records related in any way to the GA are to be retained for the entire time period. In addition, in the event of an audit, the Grantee shall provide assistance to the AIB, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This provision shall survive expiration or termination of the GA.

F. Maryland Law - This GA shall be construed, interpreted and enforced according to the laws of the State of Maryland.

G. Compliance with Laws - The Grantee represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this GA.

H. Information Technology - The Grantee agrees to abide by all applicable federal, State and local laws concerning information security and comply with current Maryland Information Technology information security policy currently found at

<https://doit.maryland.gov/policies/Documents/Policies/Maryland-IT-Security-Manual-v1-2.pdf> unless the Grantee is a part of the University System of Maryland (USM), in which case the Grantee agrees to comply with USM security policy. The Grantee agrees to notify the AIB within twenty-four hours of the discovery of any unauthorized access of any Grantee system that accesses, processes or stores AIB data or works created as a deliverable under this GA.

I. Termination

1. Termination for Cause

If the Grantee fails to fulfill its obligations under this GA properly and on time, or otherwise violates any provision of the GA, the AIB may terminate the GA by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the AIB's option, become the AIB's property, however, nothing in this section will alter the ownership rights of each party as provided in Section IV(D)&(E). The AIB shall pay the Grantee award available award funds to reimburse the fair and equitable compensation for satisfactory performance prior to receipt of notice of termination for cause, less the amount of damages caused by the Grantee's breach. If the damages are more than the remaining award to the Grantee, the Grantee will remain liable after termination and the AIB can affirmatively collect damages. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Government Article, Title 12.

2. Termination for Convenience

The performance of work under this GA may be terminated by the AIB in accordance with this clause in whole, or from time to time in part, whenever the AIB shall determine that such termination is in the best interest of the AIB. The AIB will continue to reimburse all reasonable costs associated with this GA that the Grantee has incurred up to the date of termination, and all reasonable costs associated with termination of the GA. In the event of a Termination for Convenience, the Grantee shall receive sixty (60) days' advance notice of the termination.

J. Modifications to this GA

Modifications to this GA must be made only in writing and be signed by the authorized representative of each Party.

Section V: Representatives

A. Li Lan Carson(LiLan.Carson1@maryland.gov) is the primary point of contact within the AIB for matters relating to this GA. Invoices, in addition to any notification requiring immediate attention, should be emailed to aib@maryland.gov

B. The primary point of contact within the Grantee for matters relating to this GA is: [GRANTEE POINT OF CONTACT NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER].

C. The Grantee shall contact the AIB immediately if the Grantee is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the GA.

Section VI: Schedule of Attachments Incorporated by Reference

Both parties hereby agree that the documents described below are attached to this GA and hereby incorporated into and made an integral part of this GA:

1. Attachment A - AIB Phase II TA Strategic Partner Grant Application
2. Attachment B - AIB Technical Assistance Project Plan
3. Attachment C - AIB Invoice Template

Section VII: Signatures

In acknowledgment of the foregoing description of the services and requirements of this GA, these authorized signatories of the AIB and the Grantee do hereby attest to their acceptance of the terms and conditions of this GA, entitled

For the AIB:

By:
By: [SIGNATURE]
Title:
Date of Signing:

For the Grantee:

By:
By: [SIGNATURE]
Title:
Date of Signing:

Approved for form and legal sufficiency:
This [XX] day of [MONTH] 2024

By:
Title: AIB Assistant Attorney General

Appendix B

Template - Phase II Project Plan

Collaboration between LEA and Strategic Partner Name

Performance period: July 1, 2024 – June 30, 2025

1. Summary of Project Plan:

The LEA/local government and the Strategic Partner work collaboratively and develop this Project Plan to

2. Objectives:

- a. By October 15, 2024, submit First status report and invoice as required
- b. By January 15, 2025 submit Second status report and invoice as required
- c. By April 15, 2025, submit Third status report and invoice as required
- d. By June 30, 2025, submit Final status report and invoice as required

3. Task(s) to achieve each Objective (**List tasks only pertains to your project plan**)

Task1 Resource Allocation - Identify focus area, approach, expected outcome, and estimated hours to work on this task.

Task2 Career Ladder. Identify focus area, approach, expected outcome, and estimated hours to work on this task

Task3 Post CCR Pathways. Identify focus area, approach, expected outcome, and estimated hours to work on this task.

Task 4 Prekindergarten expansion. Identify focus area, approach, expected outcome, and estimated hours to work on this task.

Task 5. Attend monthly Community of Practice (CoP), share ideas and best management practices.

4. Deliverables

Status reports, invoicing and due dates are outlined in the objectives above.

Appendix C

INVOICE TEMPLATE

VENDOR NAME
 ADDRESS
 CONTACT INFO
 TAX ID
 (Provide remittance address if different from above)

Bill To:
 AIB
 45 Calvert Street
 Annapolis, MD21401

Invoice #
 Date:

Term of Service (start and end date):

Agency: (LEA)
 Project Milestone: Project Plan

TASK / ACTIVITY	QTY	RATE	AMOUNT
Task #1 Resources Allocation			
Task #2 Career Ladder			
Task #3 Post-CCR Pathway			
Task#4 Prekindergarten expansion			
Task #5 Participate in Community of Practice			

TOTAL AMOUNT DUE	
-------------------------	--

LEA Certification (Required for all Project Milestones):

I, (insert name) am an authorized representative of (insert LEA) and certify that the information contained in each invoice is true and correct.	
Authorized Representative Name/Title	Signature/Date



Worcester County

Government Center

Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: March 11, 2024
Subject: FY 25 Benefits Recommendations Open Session

Below you will find the FY 25 benefit recommendations from the Health Benefits Committee and PSA Insurance and Financial Services, a Hilb Group Company.

The FY 25 CareFirst medical and pharmacy renewal for active employees and retirees under 65 was an increase of 12.65% or \$3,887,750. The plan includes 605 County and 1,170 Board of Education active employees and retirees under 65. It also includes 18 Commission on Aging active employees. This increase was due to more members in the plan, higher member utilization rates, increased costs from providers, a 3% administrative fee increase, and a 13.8% specific stop loss increase.

The CareFirst Medicare Advantage plan for retirees over 65 has a renewal cost of \$4,219,800 for calendar year 2024. This plan is in partnership with Retiree First. There are 306 County retirees and 776 Board of Education retirees for a total of 1,082 retirees in the plan. These rates have remained flat since January 1, 2022, due to a contractual rate guarantee through December 31, 2024. The contract will be negotiated in early fall and the contract provides for up to a 5% increase in calendar year 2025 (\$105,495 increase). I will come back in the fall with an update after negotiations have been finalized for 2025.

We have the following five recommendations for FY 25:

1. **Dental:** Stay with CareFirst. Enrollment is up 5.06% and night guards will be added at no additional cost. There will be a 6.7% increase or \$91,844. This plan is 100% funded by 2,005 members.
2. **Vision:** Stay with VSP. We are recommending increasing the contact allowance to \$150 to be the same as the \$150 frame allowance. There will be an increase of 2.7% or \$8,534. This is 100% funded by 1,883 members. The last renewal was July, 2020 with a 16% decrease and 4-year rate guarantee.

3. **Life and Disability:** Stay with Guardian for County Government. There will be no plan or rate changes. We have a flat 2-year rate guarantee through June 30, 2025.
4. **Medical/Pharmacy:** Stay with CareFirst and CVS Caremark for active members and retirees under 65. We are recommending the following two plan design changes:
 - a. Switch to the Blue Choice Advantage with PPO Overlay network. The Blue Choice Advantage network includes Maryland, DC, and northern Virginia. The PPO Overlay is the network we have today. No other Maryland clients have had an impact with this plan design as most providers accept both networks.
 - i. The ESMEC (Eastern Shore of Maryland Educational Consortium) group made this change September 1, 2022, with 12,000 members (4,500 employees/retirees) from Caroline, Dorchester, Kent, Queen Anne’s, Somerset, and Talbot Counties.
 - ii. This change will impact 19 members as 7 providers will no longer be in the new network. These 19 members could continue to see the providers but will have to pay a deductible (\$250 individual and \$500 family) first before the plan begins to pay 20% of the allowed benefit or the member could change to a network provide and continue to pay the same costs.
 - iii. This plan change will save **\$1,237,270 and takes the premium rates down to a 8.6%** increase or \$2,650,480. New insurance cards will be mailed to the members.
 - b. Add an insulin contract change to provide cheaper up-front costs for insulin with 3 current drug manufacturers for a cost of \$12,881.
5. **Rate Stabilization Reserve (RSR) Fund:** utilize \$1,325,240 from this fund to buy down the medical and pharmacy rates for FY 25 for active employees and retirees under 65. This will take the premium rate increase down to **4.3% or an increase \$1,311,638**. We will need to ensure we budget an additional \$3,461,507 per our contract since there won’t be enough money in the RSR to pay for a 10% call based on FY 24 claims, if needed.

Please note the Medical/Pharmacy rate increase history for the prior five fiscal years below:

- FY 20 = - 0.03% (rate decrease)
- FY 21 = -12.30% (rate decrease)
- FY 22 = 0.00% (no rate change)
- FY 23 = 0.00% (no rate change)
- FY 24 = 9.49% (rate increase)
- FY 25 = 4.30% (rate increase)

CareFirst requires signed contracts for our renewal decision by 5:00pm on March 22, 2024. I look forward to discussing this with you during the open session at the March 19, 2024, meeting.

Thank you for your support and consideration.

OPEB

Other Post-Employment Benefits

CONTENTS

- What is OPEB?
- What is an OPEB Trust?
- Impacts of OPEB Liability
- Status of OPEB Trusts
- Summary

WHAT IS OPEB?

Other Post-Employment Benefits are benefits, other than pension distributions, that employees receive from their employer once they retire

Worcester County**Plan Description**

The Worcester County Post-Retirement Medical Benefits Plan (the "Plan") is a single employer defined benefit healthcare plan administered by the County. The Plan provides medical and prescription drug benefits to eligible retirees, their spouses, and eligible dependents. All classes of employees are eligible to participate in the Plan upon retirement. Participants must meet the following eligibility requirements of the Maryland State Retirement System to be eligible for benefits:

- 1) Age 55 and 15 years of service, or
- 2) Age 62 and 5 years of service (if hired prior to November 1, 2007), or
- 3) 30 years of service at any age

Eligible spouses and dependents desiring coverage through the eligible retiree's plan must be enrolled in the Plan immediately prior to the retiree's effective date of retirement. As of July 1, 2022, the date of the last actuarial valuation, the following numbers of employees were receiving or were potentially eligible to receive future benefits:

OPEB TRUSTS

Opportunity under state law to invest funds in a manner suitable for longer-term assets.

The County created the Retiree Benefit Trust of Worcester County and the Retiree Benefit Trust of the Board of Education of Worcester County (collectively the "Trust") in order to arrange for the establishment of a reserve to pay promised future health and drug benefits for employee services that have already occurred. Employee and retiree contributions are not permitted and an actuarially determined contribution is not calculated for the plan. The trustees of each Trust consist of a five-member board that has final authority in all matters pertaining to the Trust.

The Trust prohibits any part of the Trust to be used for or diverted to purposes other than providing benefits to participants and beneficiaries under the Plan. The Trust provides that in no event will the assets of the Trust be transferred to an entity that is not a state, a political subdivision, or an entity the income of which is excluded from taxation under Internal Revenue Code Section 115.

OPEB LIABILITY

Unfunded OPEB liability has direct impact on our credit rating

Worcester County net OPEB liability/(asset)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balances at 6/30/2022	\$ 56,922,130	\$ 70,268,181	\$ (13,346,051)
Changes for the year:			
Service cost	1,677,058	-	1,677,058
Interest cost	3,876,385	-	3,876,385
Differences between expected and actual experience	-	(383,766)	383,766
Changes of assumptions and other inputs	-	-	-
Contributions - employer	-	2,246,219	(2,246,219)
Contributions - non-employer contributing entities	-	84,645	(84,645)
Net investment income	-	4,698,362	(4,698,362)
Benefit payments	(3,090,425)	(2,357,938)	(732,487)
Administrative expense	-	(4,000)	4,000
Other changes	-	383,766	(383,766)
Net changes	2,463,018	4,667,288	(2,204,270)
Balances at 6/30/2023	\$ 59,385,148	\$ 74,935,469	\$ (15,550,321)

Board of Education net OPEB liability/(asset)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at 6/30/2022	\$ 176,995,976	\$ 25,833,970	\$ 151,162,006
Changes for the year:			
Service cost	9,664,444	-	9,664,444
Interest cost	8,076,558	-	8,076,558
Differences between expected and actual experience	-	(325,374)	325,374
Changes of assumptions and other inputs	(13,482,824)	-	(13,482,824)
Contributions - County and othe	-	8,984,877	(8,984,877)
Contributions - Board	-	3,148,262	(3,148,262)
Net investment income	-	1,815,121	(1,815,121)
Implicit rate subsidy	-	-	-
Benefit payments	(6,303,559)	(4,455,198)	(1,848,361)
Administrative expense	-	(4,000)	4,000
Other changes	-	325,376	(325,376)
Net changes	(2,045,381)	9,489,064	(11,534,445)
Balances at 6/30/2023	\$ 174,950,595	\$ 35,323,034	\$ 139,627,561

**“AN EXCEPTIONALLY LARGE OPEB
LIABILITY WITH LIMITED CAPACITY
TO MAKE CHANGES TO BENEFITS
COULD RESULT IN A NOTCH
DOWNWARD”**

Fitch, 2023

**ALLOWING THIS LIABILITY TO
GROW UNFETTERED MAY
EVENTUALLY RESULT IN A BOND
RATING DOWNGRADE**

Davenport

IMPACTS OF OPEB LIABILITY

- **Outstanding OPEB liability impacts our credit rating**
 - While the BOE is a separate legal entity, the County is financially accountable for the organization and the primary funding source for this entity
- **Our credit rating has a direct impact on the interest rate we pay on our debt**
- **The majority of our debt relates to the construction of school facilities**
- **A decrease in our borrowing power limits our ability to provide funding for this needed infrastructure**



The Board of Education of Worcester County
 6270 Worcester Highway | Newark, Maryland 21841
 Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

March 19, 2024

Board Members

TODD A. FERRANTE
President
 WILLIAM E. BUCHANAN
Vice-President
 KATIE A. ADDIS
 JON M. ANDES, Ed.D.
 WILLIAM L. GORDY
 ELENA J. MCCOMAS
 DONALD C. SMACK, SR.

Administration

LOUIS H. TAYLOR
Superintendent of Schools
 C. DWAYNE ABT, Ed.D.
Chief Operations & 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 Safety & Academic Officer, Gr. 9-12

Mr. Anthony W. Bertino, President
 Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863

Dear President Bertino:

I am writing to provide you information concerning the Snow Hill Middle School/Cedar Chapel Special School Roof Replacement project for which we will be requesting funding from the County Commissioners on March 19, 2024.

We are executing the roof replacement project through the Garland/DBS turnkey project delivery method. Garland/DBS, through the national OMNIA/US Communities contract, received labor bids from roof contractors and opened those bids on February 15, 2024. The bid tabulation is attached to this letter. The bid tabulation sheet indicates original base bids received from each contractor and the results of value engineering conducted by Garland/DBS and the project architect. The value engineering cost, which includes retrofitting the new Snow Hill Middle School roof over the existing roof, results in a savings of approximately \$1.2 million. In addition, Worcester County Public Schools will purchase roofing materials directly from Garland/DBS through the OMNIA/US Communities contract resulting in savings from elimination of contractor overhead/profit and state sales tax on the roofing materials.

On February 20, 2024, the Board of Education approved the \$3,698,924.00 value engineering bid from Garland/DBS and Apex Business Solutions, LLC. The Snow Hill Middle Middle School/Cedar Chapel Special School Roof Replacement project was approved for State funding in the FY 2025 Capital Improvement Program. The State is providing \$1,849,462.00 for the execution of this project. We are requesting \$2,034,462 from the Commissioners, which includes the construction contingency of \$185,000, to fully fund the roof replacement project.

We are very excited to move forward with this much needed construction project and, as always, we value your continued support of our capital construction program and our school system. I look forward to meeting with you on March 19th.

Sincerely,

Louis H. Taylor
 Superintendent of Schools

LT:jjp

cc: Board of Education Members
 Mr. Weston Young

**Tabulations of Bids
Snow Hill Middle School / Cedar Chapel Special School Roof Replacement**

CONTRACTOR	Base Bid Demo Existing SHMS Roof	Value Engineering Bid Retrofit SHMS Roof	Recommendation
Apex Business Solutions, LLC 12650 Sunset Ave Unit #7 Ocean City, MD 21842 240-793-5867	\$4,915,067.00	\$3,698,924.00	Approval of Value Engineering Bid
JBK Contracting 6811 Kenilworth Ave Ste 500 Riverdale, MD 20737 301-494-1793	\$5,007,515.00	\$4,023,738.00	
Ron Ruff Roofing 5520 Southwestern Blvd Baltimore, MD 21227 410-247-7663	\$5,129,310.00	\$5,129,310.00	
Cole Roofing Co., Inc. 3915 Coolidge Ave. Baltimore, MD. 21229 410 242-0600	No Bid Submitted	No Bid Submitted	
Raintree Services, Inc. 7820 Penn Western Ct. Upper Marlboro, MD. 2072 717 428-6717	No Bid Submitted	No Bid Submitted	
IronShore Contracting 1000 Haverhill Rd Baltimore, MD 21229 443-552-5732	No Bid Submitted	No Bid Submitted	

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 7, 2024
SUBJECT: Solid Waste Outgoing Tare Weight Pilot Program

Public Works is requesting Commissioner approval to implement a trial program at Solid Waste whereby outgoing commercial and local government trash trucks would not be weighed, instead, the outgoing weight would be determined by a previously recorded tare weight for each specific vehicle. The proposed process would speed up the turnaround time of businesses using the landfill. Turnaround time is the length of time it takes for a vehicle to be weighed in, deposit what is being hauled on the landfill, then weighed back out. Commercial haulers have indicated reducing the turnaround time is one of the primary factors affecting their business success rate. It is estimated that using tare weights could reduce turnaround times by 25%. Public Works proposes to try this process for three (3) months, then report back to the Commissioners with the results and further recommendations. The trial program would not be instituted County-wide, instead we'd work with several local businesses that have indicated they are willing to participate in the program. If approved, the program would start April 1, 2024.

The process will work by averaging a year's worth of data collected by Solid Waste for a specific vehicle, then use that information as the vehicle's tare weight. Solid Waste has been collecting this information for years as part of the check out process. Commercial vendors are already required to have County Solid Waste ID numbers on the outside of the vehicle. As the vehicle is checking in, the full and the empty weight would be used to determine the weight of the trash deposited on the landfill, the company would then be billed accordingly. The last driver of the day would be required to collect and sign all tickets generated for that day. In addition, Solid Waste personnel would routinely spot check outgoing vehicle weights to ensure estimates were within acceptable tolerances. When comparing historical vehicle weight data over the course of the year, it was found the average values were within 5% of the actual vehicle weight (see attached example), so revenue fluctuation is expected to be minimal. Charges for tires, paint, and petroleum products would be charged separately.

Please let me know if there are any questions.

Attachment

CC: Chris Clasing, David Candy, Phil Thompson, Jessica Wilson, Barbara Hitch

Vehicle Analysis Report

Detailed Report for the period 1/1/2023 - 12/31/2023
 Vehicles 2836 - 2836 and Accounts 0 - 999999 Vehicle Types - zz
 Sites: 1, 2

Vehicle	Roll-off	Account	Material	Date in	Ticket #	Gross Wt	Tare Wt	Net Wt	Amount
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/21/2023	002-00713515	11.87	9.74	2.13	170.40
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/21/2023	002-00713536	12.78	9.54	3.24	259.20
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/21/2023	002-00713570	11.90	9.62	2.28	182.40
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/23/2023	002-00713695	13.10	9.70	3.40	272.00
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/23/2023	002-00713699	12.55	9.51	3.04	243.20
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/26/2023	002-00713750	11.76	9.69	2.07	165.60
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/26/2023	002-00713770	11.10	9.71	1.39	111.20
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/27/2023	002-00713855	11.22	9.65	1.57	125.60
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/27/2023	002-00713870	11.91	9.50	2.41	192.80
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/27/2023	002-00713885	9.76	9.04	0.72	57.60
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/27/2023	002-00713895	11.26	9.44	1.82	145.60
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/28/2023	002-00713953	10.92	9.41	1.51	120.80
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/29/2023	002-00714085	11.16	9.87	1.29	103.20
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/29/2023	002-00714110	12.91	9.75	3.16	252.80
2836		551 BACKSHORE PROPERTY SRVS LLC	DE	12/29/2023	002-00714128	13.26	9.78	3.48	278.40
		Total			655	7645.92	6228.70	1228.11	95,946.06
		Average				11.67	9.51	1.87	146.48
		Report Total			655	7645.92	6228.70	1228.11	95,946.06
		Report Average				11.67	9.51	1.87	146.48

BPS 2836 Jan 1, 2023 - Dec. 31, 2023

Only sending last page includes out of 655 trips

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 7, 2024
SUBJECT: Proposed Mosquito Control Budget – 2024 Season

Public Works is requesting Commissioner review and approval of the attached proposed State of Maryland's Mosquito Control Budget for the 2024 season. In reviewing the document, the proposed budget is the same as last year's budget. Total County funding for the season is estimated at \$83,940. A total of \$91,257.76 was paid to the State of Maryland for the 2023 Mosquito Control Season. This included aerial spray applications required this past season to help control the spread of disease.

This season, we are recommending increasing the homeowner participant fee. The current rate of \$65 per household for the year has not changed in 12 years. We have incurred increased costs for everything during this time. We are recommending an \$85 fee per residential household for this season. The adulticide spray application covers an area around the property designated by the homeowner. There are approximately 16 applications per season depending on the weather. This equates to less than \$5.32 per application per household.

In FY23 there were a total of 493 homeowners, 29 Homeowner Associations and 26 businesses participating in the program. The actual program costs charged to businesses and the HOA's as their invoices are calculated on usage. Homeowners pay a flat fee at the beginning of the season before treatment begins.

Please let me know if there are any questions.

Attachments

cc: Chris Clasing, Public Works Deputy Director
 Michael Hutchinson, Maintenance Superintendent



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kevin M. Atticks, Secretary
Steven A. Connelly, Deputy Secretary

RECEIVED
3/1/2024

Mosquito Control

ITEM 12

Agriculture | Maryland's Leading Industry
mda.maryland.gov

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

410-841-5870 Baltimore/Washington
410-841-5835 Fax

February 22, 2024

Mr. Mike Hutchinson, Maintenance Superintendent
Department of Public Works, Maintenance Division
Worcester County Government
6113 Timmons Road
Snow Hill, MD 21863

Dear Mr. Hutchinson:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in Worcester County during the 2024 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2024 season in Worcester County is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in Worcester County. Please call me if you have any questions.

Sincerely,

Brian Prendergast
Program Manager

BFP/mes
Enclosure
cc: Michael Calkins, Assistant Secretary

ITEM 12

PROPOSED BUDGET
 WORCESTER COUNTY-MOSQUITO CONTROL
 CALENDAR YEAR 2024
 (FY 2025 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Adulticide Groundspray in Participating Communities	\$80,000	None	None	\$80,000
Countywide Larvicide (Air & Ground) Surveillance	None	\$51,000	\$34,000	\$85,000
HOA and Town* Larvicide/Adulticide	\$28,000	None	\$2000	\$30,000
Airspray for Disease Suppression	None	\$16,000	\$10,600	\$26,600
Source Reduction	None	\$17,940	\$37,260	\$55,200
Total	\$108,000	\$84,940	\$83,860	\$276,800

The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation after expenses, is not payable and cannot be invoiced to offset local expenses.

*HOA and Town properties receiving mosquito control service will pay 100% of the actual cost and will be invoiced by the Maryland Department of Agriculture.

All MDA adulticiding cost, including supervision, surveillance, spray technicians, spray equipment, insecticide and supplies are 100% reimbursable to MDA.

APPROVED BY COUNTY:

APPROVED BY STATE:

 Name/Title

 Signature

 Date

Michael Calkins, Assistant Secretary

 Name/Title

 Signature

 Date

ITEM 12

PROPOSED BUDGET WORCESTER COUNTY-MOSQUITO CONTROL CALENDAR YEAR 2024 (FY 2025 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Adulticide Groundspray in Participating Communities	\$80,000	None	None	\$80,000
Countywide Larvicide (Air & Ground) Surveillance	None	\$51,000	\$34,000	\$85,000
HOA and Town* Larvicide/Adulticide	\$28,000	None	\$2000	\$30,000
Airspray for Disease Suppression	None	\$16,000	\$10,600	\$26,600
Source Reduction	None	\$17,940	\$37,260	\$55,200
Total	\$108,000	\$84,940	\$83,860	\$276,800

The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation after expenses, is not payable and cannot be invoiced to offset local expenses.

*HOA and Town properties receiving mosquito control service will pay 100% of the actual cost and will be invoiced by the Maryland Department of Agriculture.

All MDA adulticiding cost, including supervision, surveillance, spray technicians, spray equipment, insecticide and supplies are 100% reimbursable to MDA.

APPROVED BY COUNTY:

APPROVED BY STATE:

Name/Title

Signature

Date

Michael Calkins, Assistant Secretary

Name/Title

Signature

Date



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: Nicholas W. Rice, Procurement Officer
 DATE: March 19, 2024
 RE: Request to Award – Mystic Harbor Backwash Pond Cleaning

Please see the attached bid tabulation for the Mystic Harbour Water Treatment Plant Backwash Pond Cleaning for the Water/Wastewater Division of Public Works. Public Works is requesting the Commissioner’s review and approval to award the lowest responsive and responsible vendor, Reliable Environmental Services, LLC, in the amount of \$62,750.

Bids were due and opened on Friday, March 23, 2024 at 2:30pm. Three bids were received. The low bidder’s total bid was \$62,750.00, which was \$22,750.00 over the budgeted funding for this project. \$40,000.00 was budgeted in the FY24 Mystic Harbour Service Area Account #545.9010.090. If approved, the additional funding will come from reserves.

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

Mystic Harbour Water Treatment Plant Backwash Pond Cleaning	
Friday, Feb. 23, 2024 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Paragon ISG	\$219,737.00
Chesapeake Turf LLC	\$139,900.00
Reliable Environmental Services LLC	\$62,750.00

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
 Procurement Officer

CONTRACT

THIS CONTRACT, made on March 19, 2024, between the County Commissioners of Worcester County, Maryland (“County”); and Reliable Environmental Services, LLC (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the MYSTIC HARBOUR WATER TREATMENT PLANT BACKWASH POND CLEANING.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Bid Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$62,750.00 (sixty-two thousand seven hundred fifty dollars and no cents).
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Bid Specifications
 - h. Form of Bid
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor’s Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Addends 1,2,3 and 4
 - o. Successful Vendor’s Completed Bid Documents
 - p. Notice of Award

- q. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
RELIABLE ENVIRONMENTAL
SERVICES, LLC

By:
Title:
Date:

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
From: Christopher S. Clasing, P.E., Deputy Director *Chs Cf*
Date: March 11, 2024
Subject: Lease of Horizontal Grinder, Public Works Solid Waste Division

Public Works Solid Waste Division is requesting Commissioner approval to lease a 2023 Peterson 2710D Horizontal Grinder at a finance price of \$889,950.00 at \$17,418.49 monthly for 60 months. Public Works has this piece of equipment requested as a capital lease in the FY25 budget. There is adequate funding in the FY24 operating budget (heavy equipment account – 680.7002.6540.080) to cover the 4 months of lease payments until the new fiscal year funding becomes available. The new horizontal grinder would replace the current 2008 Mobark tub grinder (1819 hours) that is currently out of service. In the past year, the Solid Waste Division has paid approximately \$100,000 in repairs and the latest breakdown would cost \$83,000 to repair. This machine is used to process the County yard waste that is collected at the Central Site Landfill and Pocomoke Convenience Center. Solid Waste already has a back log of yard waste material to grind and is unable to go without this piece of equipment. Carter Machinery Company, our local Caterpillar representative, has this piece of equipment in stock and could have it delivered to the Central Site landfill within a few days of approval. If one had to be ordered, it would take over one year to receive.

The quote for this horizontal grinder reflects the competitively bid Sourcewell Contract #060122-ATE which is accompanied by a \$69,857.00 pricing discount. There is an additional \$27,690.00 model year discount as the piece of equipment was built in 2023. Terms of the lease include an optional \$1.00 buy-out at the end of the 60-month term, with a fixed interest rate of 6.49%. The lease includes an extended warranty for 60 months/3000 hours in field service. Attached is the finance proposal and quote from Carter Machinery Company. If approval is granted, signature from an authorizing official of Worcester County is required on the attached financial paperwork.

Public Works has also inquired about renting this type of grinder until the new fiscal year. Unfortunately, there are no grinders currently available for rent. Additionally, staff has reached out to a local wood processing company to obtain pricing for them to come to our facility to process yard waste as needed. There is very limited availability currently due to mulching season (March-June) and if they had availability preliminary quotes are to the tune of \$700/hour with a \$5,000 mobilization fee. Please let me know if there are any questions.

Attachments

Cc: Dallas Baker, Jr., P.E., Director
 Nick Rice, Procurement Officer
 David Candy, Solid Waste Superintendent



Feb 27, 2024

**WORCESTER COUNTY COMMISSIONERS C/O
TREASURER'S OFFICE**
Worcester County Solid Waste Division
Newark, Maryland 21841

Attention: DAVE CANDY

RE: Quote 198910-01

Dear Dave,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration.
Peterson Model: 2710D Recycling Products with all standard equipment in addition to the additional specifications

ID# : 69152950 **SERIAL NUMBER** : 37D-136-2809 **YEAR** : 2023 **HOURS** : 54

MACHINE SPECIFICATIONS

Description	Reference No
PETERSON 2710D TRACK MOUNTED	2710D
HORIZONTAL GRINDER	
CAT C18 765HP "D" RATING TIER 4	
DRUM ROTOR, 20 BIT	
AR400 ANVIL & ROTOR WEAR LINERS	
DETENT LATCH (STANDARD)	
STND ROTOR SPD (10,000 RPM TIP)	
MAGNETIC HEAD PULLEY	
2 PLY VULCANIZED CONVEYOR BELT	
LED WORK LIGHTS	
STANDARD GRATES, 1" X 6" HEX	
1" X 7.5" HEX GRATES	
WATER SPRAY SYSTEM	

PETERSON MACHINE LIST PRICE	\$873,213.00
LESS SOURCEWELL DISCOUNT 8% CONTRACT #060122-ATE	(-\$69,857.00)
LESS MODEL YEAR DISCOUNT	(-\$27,690.00)
CARTER MACHINERY SELLING PRICE	\$775,666.00
PREP/DELIVERY/STARTUP	\$23,010.00
EXTENDED WARRANTY (SEE BELOW)	\$25,511.00
CSA (SEE BELOW)	\$29,763.00
FIRE X SUPPRESSION SYSTEM INSTALLED WITH SEMI ANNUAL 5 YEAR CONTRACT	\$36,000.00
NET BALANCE DUE	\$889,950.00

WARRANTY/EXTENDED COVERAGE

Standard Warranty:

Standard PPC Warranty is 12 Months/2000 hours. Customer is responsible for travel time & mileage costs.

Extended Warranty:

Additional 12 Months of PPC Warranty with 24 Months of travel time & mileage included, Extended Caterpillar Platinum Plus Level Engine Warranty Coverage 60 months/3000HRS w/TT&M included

CSA

CVA up to 3000 hours for PM Filter Services performed by Carter every 500 hours with travel time & mileage included

F.O.B/TERMS : Customer Site

PAYMENT TERMS

Lease Terms

Sales Price	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT
\$889,950.00	60(monthly)	\$17,418.49	6.49	\$1.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

Thank you for the opportunity to provide you with a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.

PLEASE NOTE: DUE TO MARKET VOLATILITY, RATES CANNOT BE GUARANTEED AT THIS TIME. THE ABOVE RATES REFLECT CURRENT RATES. QUOTED PRICE IS SPECIFIC TO THIS UNIT AND ITS PENDING AVAILABILITY. FUTURE UNITS QUOTED COULD ALSO BE SUBJECT TO FUTURE PRICE OR INTEREST RATE INCREASES.

Sincerely,

Jeff Cronshaw
Sales Representative
443-783-8248



Sales Order

PO BOX 3096, SALEM, VA 24153 PHONE 540.387.1111 TOLL FREE 800.768.4200

PURCHASER WORCESTER COUNTY COMMISSIONERS C/O TREASURER'S OFFICE <SAME>
ADDRESS WORCESTER COUNTY SOLID WASTE DIVISION 7091 CENTRAL SITE LN
CITY/STATE NEWARK, MD COUNTY WORCESTER
ZIP CODE 21841 PHONE NO. (410) 632-0686
CUSTOMER CONTACT: DAVE CANDY

CUSTOMER NUMBER 5199600 SALES TAX EXEMPTION # (if applicable) N/A PURCHASER PO F.O.B. Customer Site

TERMS OF SALE:
NET PAYMENT ON RECEIPT OF INVOICE [] COD [] FINANCIAL SERVICES [] CSC [] LEASE [x]
PAYMENT WITH ORDER \$0.00 BALANCE TO FINANCE \$889,950.00 INTEREST RATE 6.49
PAYMENT PERIOD MONTHLY PAYMENT AMOUNT \$17,418.49 NUMBER OF PAYMENTS 60 OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: PETERSON MODEL: 2710D YEAR: 2023 NEW [x] USED []
ID #: 69152950 SERIAL NUMBER: 37D-136-2809 SMU: 54
PETERSON 2-710D Ansil Fire Suppression System installed
PETERSON 2710D TRACK MOUNTED 2-710D Ansil 5 Year Semi Annual Inspection Maintenance
HORIZONTAL GRINDER
CAT C18 765HP "D" RATING TIER 4
DRUM ROTOR, 20 BIT
AR400 ANVIL & ROTOR WEAR LINERS
DETENT LATCH (STANDARD)
STND ROTOR SPD (10,000 RPM TIP)
MAGNETIC HEAD PULLEY
2 PLY VULCANIZED CONVEYOR BELT
LED WORK LIGHTS
STANDARD GRATES, 1" X 6" HEX
1" X 7.5" HEX GRATES
WATER SPRAY SYSTEM
ENGINE S/N:

Table with 4 columns: YEAR, TRADE-IN EQUIPMENT, SERIAL NO., AGREED VALUE

Table with 2 columns: Item, Value
SELL PRICE \$889,950.00
EXT WARRANTY Included
CSA Included
NET BALANCE DUE \$889,950.00
AFTER TAX BALANCE \$889,950.00

PURCHASER WARRANTS THAT TRADE-IN CONDITION UPON DELIVERY TO CARTER WILL BE MATERIALLY THE SAME AS THE CONDITION WHEN INSPECTED BY CARTER. TRADE-IN DISASSEMBLY REQUIRED BY PURCHASER FOR TRANSPORTATION.
TOTAL TRADE VALUE
PAYOFF TO AMOUNT
CUSTOMER TO PAY [] CARTER TO PAY []
BILL OF SALE: FOR VALUE RECEIVED, PURCHASER HEREBY BARGAINS AND SELLS, GRANTS AND DELIVERS UNTO CARTER MACHINERY CO., INC., GRANTEE, ALL OF PURCHASER'S RIGHTS, TITLE AND INTEREST IN THE USED EQUIPMENT DESCRIBED ABOVE OFFERED IN TRADE ON EQUIPMENT PURCHASED BY THIS ORDER. PURCHASER WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

[x] ALLIED WARRANTY INITIAL
WARRANTY APPLICABLE INCLUDING EXPIRATION DATE WHERE NECESSARY:
Standard PPC Warranty is 12 months/2000 hours, customer is responsible for TT&M costs, Additional 12 Months of PPC Warranty with 24 Months of travel time & mileage included, Extended Caterpillar Platinum Plus Level Engine Warranty Coverage 60 months/3000HRS w/ TT&M included

[] USED EQUIPMENT COVERAGE INITIAL
WHEN THE EQUIPMENT COVERED BY THIS ORDER IS USED EQUIPMENT, THE PURCHASER IS BUYING THE EQUIPMENT AS-IS, WHERE-IS AND WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS OTHERWISE SPECIFIED BELOW.
COVERAGE APPLICABLE:

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS AUTHORITY TO EXECUTE THIS SALES ORDER AND TO BIND SAID COMPANY TO THE TERMS CONTAINED HEREIN. PAYMENTS ARE TO BE IN ACCORDANCE WITH THE TERMS SET FORTH ON INVOICES AND SHALL BE DUE TO CARTER MACHINERY CO., INC. AT ITS OFFICE ADDRESS AS LISTED ABOVE. SEE ATTACHED TERMS AND CONDITIONS, PARAGRAPH 5.
PRICE WILL BE ADJUSTED BASED ON PRICE IN EFFECT ON DATE OF SHIPMENT. THIS ORDER SUBJECT TO ACCEPTANCE BY AN OFFICER OF CARTER MACHINERY.

SEE ATTACHED FOR TERMS AND CONDITIONS WHICH ARE A PART HEREOF.

Carter Machinery Co., Inc.

Purchaser

WORCESTER COUNTY COMMISSIONERS C/O TREASURER'S OFFICE

Accepted By: Date:

Accepted By: Date:

Title: Machine Sales Representative

FOR OFFICE USE: SALES MGR FIN#:

Signed Title: Corporation Partnership Individual Other

This Sales Order, together with Carter's **Standard Warranties and Disclaimers** and any Application for Credit/Financing and addenda thereto, constitutes the "Agreement" between you and Carter Machinery Company, Inc. and its wholly owned subsidiaries (collectively, "Carter") relating to the matters set forth herein and identified on the front page. As used herein, the term "Products" refers to the machinery, equipment, parts, and services that are the subject of this Agreement. Notwithstanding anything to the contrary in any other document, the terms of this Agreement control over all conflicting terms provided by you, whether before or after this Agreement and whether or not signed or acknowledged by Carter.

1. **Warranties and Disclaimers.** ALL ORDERS ARE SUBJECT TO THE SEPARATE WRITTEN STATEMENT OF **CARTER'S STANDARD WARRANTIES AND DISCLAIMERS** ATTACHED HERETO AND INCORPORATED HEREIN. The same is available on Carter's website. EXCEPT AS PROVIDED IN THE SEPARATE WRITTEN STATEMENT, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No testing or examination of any Product by Carter constitutes or creates any type of warranty for that Product.

2. **Limitation of Damages and Remedies.** Carter shall not be liable for any indirect, consequential, incidental, special, punitive, lost profit, or cover damages of any nature whatsoever. The remedies provided herein are Customer's exclusive remedies.

3. **Compliance with Laws; Indemnification.** Customer assumes, at its own cost, the entire responsibility for complying with all laws, rules, regulations, codes, standards, requirements, and manufacturer's specifications pertaining to the Products, including the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act. Customer acknowledges that Products may require additional safety guards or devices before they can be used and Customer assumes the entire responsibility for determining and installing such safety guards and devices. Customer shall indemnify, defend, and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, from and against all claims, suits, demands, injuries, fines, fees, losses, or damages of any kind, including attorneys' fees, whether to person or property (including death), actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any Product and/or any failure by Customer to comply with this Agreement, except that Customer is not obligated to indemnify Carter for injury or damage caused by or resulting solely from Carter's own negligence.

4. **Prices, Shipping, and Taxes.** Except as otherwise provided herein, prices of parts, supplies, and services are the prices established by Carter in effect at the time of delivery. Customer is responsible for, and shall reimburse Carter for, all shipping, transportation, and other delivery charges, including special order charges. In addition to any sales price, Customer shall also pay all excise, privilege, sales, use, and other taxes and tariffs when due.

5. **Payment and Default.** All invoices are due and payable according to the payment terms contained therein, or, if any invoice does not contain payment terms, upon receipt. In the event of nonpayment of any indebtedness when due, Carter may charge Customer a late charge of 2% per month computed on the unpaid indebtedness (or if prohibited by applicable law, the maximum lesser amount allowed by law). Failure to pay any amount when due or to otherwise comply with any term of this Agreement constitutes default. If Customer defaults, Customer shall pay Carter all costs and expenses incurred by Carter in enforcing this Agreement, including reasonable attorneys' fees (minimum 25% of any unpaid balance).

6. **Time of Delivery, Force Majeure, and Risk of Loss.** Carter makes no guaranty or warranty of the availability date of any Product and any such date specified in this Agreement or any quote is merely an estimated date of shipment or delivery. Performance by Carter is subject to "Force Majeure," which means all circumstances and actions whatsoever beyond the direct and immediate control of Carter, including but not limited to: Acts of God; war and riot; intervention of authorities or agencies of government, including for environmental preservation; embargoes; pandemics; epidemics; government-mandated quarantines, work stoppages, or import/export controls; vandalism; sabotage; strikes; lockouts; shortages or delays in the supply of fuel, power, raw materials, or component parts; any mechanical, electronic, or communications failure that prevents transmission or receipt of data; and any other cause beyond Carter's reasonable control. Carter shall not be liable for any loss or damage caused to Customer, nor shall Customer be entitled to cancel an order, for any failure of performance by Carter due to Force Majeure. Risk of loss passes to Customer upon delivery of a Product to Customer or to a common or contract carrier. Ownership of any Product passes to Customer only after initial payment is received.

7. **Credit and Security Interest.** Except as otherwise provided herein, prices of parts, supplies, and services are the prices established by Carter in effect at the time of delivery. Customer is responsible for, and shall reimburse Carter for, all shipping, transportation, and other delivery charges, including special order charges. In addition to any sales price, Customer shall also pay all excise, privilege, sales, use, and other taxes and tariffs when due.

8. **Data Governance.** Customer agrees that the collection, sharing, and use of data concerning Customer's personal information and the Products, for purposes of, at minimum and among other uses, ordinary diagnosing, servicing, and repair of Products, providing services to Customer and others, enabling Cat@ Connect and other digital offerings, and for general business purposes. The collection, sharing and use of any such Customer data shall be subject to the following Statements and/or Services:

Data Governance Statement ("DGS") – describes Caterpillar's practices for collecting, sharing, and using data and information related to customers' machines, products, Devices, and/or other Assets and their associated worksites. Full details can be reviewed at <https://cartermachinery.link/DGS>

Remote Services ("RS")- Refers to Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices. Full details can be reviewed at <https://cartermachinery.link/RS>

Acceptance of this agreement, absent any declination of the terms and services of the DGS and RS herein, constitutes your acceptance of the terms and conditions of the DGS and RS and also applies to any data and information previously collected by Caterpillar, its Distribution Networks or other affiliates. The DGS and RS may be updated and changed from time to time without notice to the Customer, and each such update or change shall remain binding on the Customer. If you wish to decline one or both of these items, you may do so by initialing below. However, be advised this may limit Carter Machinery's ability to support and service your machines, products, Devices, or other Assets and their associated worksites in a timely manner. In addition, your ability to access data generated by the forementioned may be restricted or removed entirely.

I hereby DECLINE the terms and conditions of the Cat Data Governance Statement ("DGS") AND Remote Services ("RS").

I hereby DECLINE the terms and conditions of Remote Services ("RS") ONLY

9. **Miscellaneous.** In the event Customer transfers ownership, lease, use, or operation of any Product or Asset to anyone else, Customer should notify Carter of the transfer, and also notify the transferee of the terms and location of the Data Governance Statement. **All contractors shall abide by the requirements of 29 CFR 471 Appendix A to Subpart A, 41 CFR 60.1.4(a), 60-300.5(a) and 60-741.5(a) and comparable state law, as applicable. These and state regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. These and state regulations also require that contractors take affirmative action to employ and advance in employment individuals without regard to any such discriminatory bases.** This Agreement is governed by Virginia law (without regard to conflict of law rules) and entered in Virginia. **You agree that any dispute or claim that in any way relates to or arises from this Agreement or any order with Carter will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and irrevocably submit to such jurisdiction and venue. YOU WAIVE ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature is valid as an original.



Customer Value Agreement (CVA) Acceptance

Customer Value Agreement Detail:

New Contract: **Yes** **No** **N/A (circle one)**

Contract Renewal: **Yes** **No** **N/A (circle one)**

Quote Number: _____184273-02_____

Customer Name: ___Worcester County Solid Waste_____

Phone: ___410-251-8315_____

Email: ___dcandy@co.worcester.md.us_____

Fax: _____

Make	Model No.	Serial No.	Customer No.	Sales Rep	Sale Date
Peterson	2710D	37D-136-2809	5199600	Jeff Cronshaw	TBD

Notes:

Carter will perform in the field at every 500hr PM Filter Service with Travel Time & Mileage included up to 3000 hours.

Customer Value Agreement Category (check one)

- CVA – Dealer performed labor
- CVA Kit – Dealer provided parts / customer performed labor

Contract Term (check one)

- 12 months / 1000 hours
- 36 months / 1500 hours
- 36 months / 2000 hours
- 36 months / 3000 hours
- 36 months / 5000 hours
- 48 months / 1500 hours
- 48 months / 3000 hours
- 48 months / 3500 hours
- 48 months / 4000 hours
- 48 months / 4500 hours
- 60 months / 2500 hours
- 60 months / 3000 hours
- 60 months / 5000 hours
- Other: _____

No, at this time, I elect not to use Carter Machinery Company to perform my Planned Maintenance

Customer Signature: _____ **Date:** _____

Machine Sales Rep Signature: ___Jeff Cronshaw_____ **Date:** ___3-1-24_____

Terms and Conditions

Agreement between Carter Machinery Company and Customer

OBJECTIVE:

The objective of this Customer Value Agreement is to ensure that customers receive the benefits of consistent, thorough, and managed planned maintenance.

SERVICES PERFORMED:

Machine hours are monitored by Carter Machinery and customer will receive notification in advance of Planned Lubrication Maintenance service being due. Both scheduled lubrication Planned Maintenance or Planned Maintenance kits will be performed or shipped to customer based upon 500 hour intervals.

ADDITIONAL PARTS & LABOR: The agreement does not cover parts needed outside of the scope of the lubrication service or recommended repairs that are noted during the machine inspection. Customer can elect to address those issues or Carter will provide a service estimate. The customer will be responsible for the additional costs associated with those items.

LIMITATIONS: The intent of this agreement is to perform lubrication services and filter replacements at 500 hour intervals for the term of the contract. Not all services outlined in the Operations and Maintenance Manual are included in this pricing, these include but are not limited to: valve adjustments, torquing ROPS mounting bolts, charging brake and cushion hitch accumulators, adjusting wheel bearings, torquing wheel lug bolts/nuts, torquing draft arm flange bolts on scrapers, inspecting scraper ejector rollers, checking fire extinguisher charge, changing receiver dryers, etc.

CARTER MACHINERY COMPANY'S RESPONSIBILITIES:

- Monitor hour meter readings of customer asset(s) and coordinate scheduling of Planned Lubrication Maintenance work.
- Maintain service records on all repairs, planned maintenance services, provide fluid sampling analysis, and interpretation.
- Store and provide upon request, all inspections submitted via Cat Inspect App
- Carter performed services: Provide travel time & mileage, labor, filters, and oil to perform Planned Lubrication Maintenance services at specified 500 hour intervals. Travel time and mileage is included when machine is within Carter Machinery's territory. Additional charges will apply for machines outside of Carter Machinery's territory.
- Planned Maintenance filter kits to include filters and fluid sampling bottles ONLY.

CUSTOMER RESPONSIBILITIES:

- Perform all daily maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation and Maintenance Manual
- Any and all maintenance recommendations outside of the 500 hour specifications in the Manufacturer's Operation and Maintenance Manual
- Make equipment available at a reasonable work location accessible to Carter Machinery Planned Maintenance vehicle for scheduled maintenance during normal working hours unless otherwise agreed upon. If machine cannot be released at previously scheduled time, additional charges may apply.
- Provide and add daily make-up fluids (fuel, oil, coolant, grease) using fuel and lubricants that meet Manufacturer's specification.
- As confirmation customer-performed Planned Maintenance service is complete, submit inspection via Cat Inspect App. This enables Carter to reset the 500 hour service interval and notify the customer when the next service is due
- Perform external cleaning of the machine to include, but not limited to, radiator, belly pan(s), engine enclosure(s), all guards, axles, wheels, final drives, and undercarriage. If additional cleaning of machine is required in order for Carter to perform Planned Maintenance service additional charges may apply.
- Perform any adjustments and/or replacements as required by Operation and Maintenance Manual outside of lubrication services specified in this agreement.

NON-CATERPILLAR MACHINES

- Customer required to provide part numbers and fluid capacities.
- Non-Caterpillar machines will be serviced on a time and material basis until adequate data can be gathered for a flat rate to be established.
- If customer has the machine Operation & Maintenance manual they are to provide copies of the pages that contain the manufacturer recommended Planned Maintenance information. If unavailable, basic Planned maintenance schedule of a comparable Caterpillar machine will be applied

TERMS OF AGREEMENT:

Basic Planned Maintenance, for any machine enrolled under this agreement, must be performed in the original territory quoted. If Planned Maintenance service is completed outside of the original zone quoted, additional charges may apply. This agreement will be in effect for the duration of the contracted terms. The prices quoted are subject to change upon the expiration of this agreement. The agreement is renewable with a mutual understanding and documentation of new terms. If machine is sold, Planned Maintenance Agreement is non-transferable.

TERMINATION OF AGREEMENT:

Either party can terminate the agreement with a 30-day written notice. Upon termination, customer will pay Carter Machinery for all Planned Maintenance services performed prior to termination, or Carter Machinery will issue a credit for any overpayment, if applicable.

EXCEPTIONS:

Delays or failures to perform, caused by acts beyond the reasonable control of either parties to this agreement, shall not constitute a breach of this agreement when a reasonable effort is made to correct such delays or failure. The acts may include, but are not limited to: acts of war, severe acts of nature, supplier material shortages, riots, strikes, or government regulations imposed after the date of this agreement. Each party must notify the other within 3 business days if this part of the agreement is to be exercised.

WARRANTY AND INDEMNIFICATIONS:

Carter Machinery Company warrants that all work shall be performed in a workmanlike manner and that all fluids, oils, filters and other goods shall be new. Carter Machinery Company agrees to assign to customer all Manufacturers' warranties with respect to fluids, oil, filters and other goods supplied in connection with this agreement. The forgoing shall be expressly in lieu of all warranties of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed by Carter Machinery Company. In no event shall Carter Machinery Company be liable for indirect, special or consequential damages, including but not limited to: claims for loss of anticipated profits or other economic loss in connection with or arising from the furnishing, functioning, or use of any item of equipment or service provided for in this agreement.

Initial _____ Date _____

NEXT

Complete these five items to get started.



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.
- Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT



- a. Contract Number: 001-70135148
- b. Serial/Customer Number: 37D-142-2854

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click ENROLL/MANAGE AUTO PAY in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms* and Cat Vantage Points earned on every qualifying purchase.** Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at Parts.cat.com and Cat Central to get what you need and get back to work. Learn more at catcard.com.

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit Catcard.com or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

** Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers – either Parts.Cat.Com or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on Parts.Cat.Com and Cat Central varies by dealer. Not all dealers will participate. Visit cat.com/catcardrewards for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.



Document Checklist – Governmental Lease

These documents were prepared especially for:
 COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
 1 WEST MARKET STREET #1105 ATTN: LIZA BIDDLE
 SNOW HILL, MD 21863

Dealer: CARTER MACHINERY COMPANY, INCORPORATED, D100
 Contract Number 001-70135148
 Transaction Number: 4658348
 Comments:

Date: 02/27/2024
 Time: 09:51:09 AM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



1. PARTIES

LESSOR (“we”, “us”, or “our”):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE (“you” or “your”):

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
 1 WEST MARKET STREET #1105, ATTN: LIZA BIDDLE
 SNOW HILL, MD 21863

In reliance on your selection of the equipment described below (each a “Unit”), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2023 PETERSON 37D Equipment	37D-142-2854	SEE ATTACHMENT	\$1.00	_____

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 13834, NEWARK, NJ 07188-0834 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 6.49% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that

end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause

whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

ITEM 14

14. Title; Return of Units Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect

including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**

Signature _____
Name (Print) _____
Title _____
Date _____

Signature _____
Name (Print) _____
Title _____
Date _____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Maryland (the "State") authorize COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)

Title (Print or Type)

_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

This Purchase Agreement is between **CARTER MACHINERY COMPANY, INCORPORATED** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) NON CAT EQUIPMENT NON_CAT Equipment	37D-142-2854		\$	\$889,950.00

Lessee:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY,
MARYLAND
1 WEST MARKET STREET #1105,
ATTN: LIZA BIDDLE
SNOW HILL, MD 21863

Subtotal	\$889,950.00
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$889,950.00
Unit(s) Delivery Point:	
7091 CENTRAL SITE LANE	
NEWARK, MD 21841-2239	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CARTER MACHINERY COMPANY, INCORPORATED

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

COUNTY COMMISSIONERS OF WORCESTER COUNTY,
MARYLAND

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 60	_____	\$17,418.49
61	_____	\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

COUNTY COMMISSIONERS OF WORCESTER COUNTY,
MARYLAND

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

Opinion of Counsel

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70135148) (the “Lease”)
Between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (“Lessee”) and Caterpillar Financial Services Corporation (“Lessor”)**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the “Lease Agreements”).

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor’s interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Maryland (the “State”), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Name(Print): _____ **Date:** _____

Signature: _____ **Address:** _____

Title: _____

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE**NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002**

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 37D	PETERSON Equipment	37D-142-2854		\$889,950.00	\$69,415.00	\$1,374.17

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$69,415.00, which is \$13883.00 per year based upon the total equipment value of \$889,950.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$1,374.17 per scheduled equipment payment. The finance charge is calculated at 6.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$13883.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4** I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70135148 **Dealer Name:** CARTER MACHINERY COMPANY, INCORPORATED
Customer's Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
Address: 1 WEST MARKET STREET #1105 ATTN: LIZA BIDDLE
 SNOW HILL, MD 21863

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 37D	2023 PETERSON Equipment	37D-142-2854		\$889,950.00

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION **CHANGES TO CUSTOMER INFORMATION**

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Physical Address: 7091 CENTRAL SITE LANE, ATTN. LIZA BIDDLE
NEWARK, MD, 21841

Mailing Address: 5764 Worcester Hwy
SNOW HILL, MD, 21863

Equipment Location: 7091 CENTRAL SITE LANE
NEWARK, MD, 21841-2239

Business Phone: _____

Mobile Phone: _____

E-mail Address: npowell@co.worcester.md.us

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:


Bank Name

Account Name (exactly as it appears on Check)


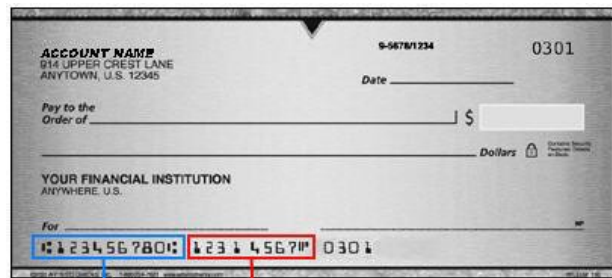
Routing Number

Account Number

Re-Enter Account Number

Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

CARTER MACHINERY COMPANY, INCORPORATED
1330 LYNCHBURG TPKE
SALEM, VA 24153-0618

Reference:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



29408 Airport Road (97402)
P.O. Box 40490
Eugene, OR 97404 USA
541.689.6520 • Fax 541.689.0804

HORIZONTAL GRINDER WARRANTY VALIDATION REPORT

All pages of this Warranty Validation Report must be on file at Peterson in Eugene, Oregon, before warranty consideration is given on any Peterson equipment. Please fill in all items carefully and completely. All warranty provisions are covered in the attached Limited Warranty Policy and will be in effect upon signing and returning this report to Peterson, c/o Warranty & Customer Service.

Please submit the completed Warranty Validation Report to Peterson within 10 days of the date in which equipment was placed into service.

Equipment startup is under conditions of (check one): Sale [checked] Lease Rental Demo

Date equipment was put into service Hours on machine
Equipment: Peterson Horizontal Grinder Model: 27100 Serial Number: 370-136-2809

(Complete this line only if applicable) VIN Supplied by: Peterson Other
Business Name Worcester County SW Dealer/Branch Felton, DE
Customer Name David Candy Rep. Name Jeff Cronshaw
Address 7091 Central Site Lane Address 13074 S. DuPont Hwy
City Newark State MD Zip 21841 City Felton State DE Zip 19943
Country USA Country USA
Phone 410-251-8315 Phone 443-783-8248
Email dcandy@co.worcestermd.us Email jeff-cronshaw@cartermachinery.com

Peterson does not distribute email addresses to third parties

Start-Up and Operating Procedure Check List (To be completed by Peterson or dealer Representative)

- Customer has been instructed in all aspects of operation, safety, and maintenance of the equipment.
Customer has been provided with an owner/operator manual including safety and operating information.
Customer has been provided with nominal charge. Customer has been informed that all employees working around the equipment must have safety and operation training, and access to safety and operating information in the manuals.
Customer has been advised of the importance of requiring each operator to learn and understand safety and operating instructions.
Customer has been provided with a copy of the Pro-Active Fire Prevention document, 76559, and other fire safety information.
All operation and warning decals are properly displayed on equipment.
Customer has been instructed on equipment maintenance schedules and procedures. Schedules are included in the owner/ operator or operator safety manual.
All equipment was observed under actual working conditions for at least one hour.
Customer has read and signed the Limited Warranty Policy Statement (page 2).
Each item on the Operation and Safety Check List (page 3) of this form has been reviewed with the customer.
Any defects were identified and written in the comments block (page 4).

Signed: [Signature] Title: 3-1-24
(To be signed by Peterson or dealer Representative)

Customer Agreement: I agree the equipment has been thoroughly serviced and checked by the above-named Dealer Representative. I acknowledge that I have been thoroughly instructed on all items in the above Start-up and Operating Procedure list. Before the machine is operated, I will carefully review the operation and safety instructions with all personnel who will be involved in the operation and/or maintenance of the equipment, or be around it while it is in operation.

Signed: Title:
(To be signed by customer)

Print name here: Date:



29408 Airport Road (97402)
 P.O. Box 40490
 Eugene, OR 97404 USA
 541.689.6520 • Fax 541.689.0804

LIMITED WARRANTY POLICY

Peterson Horizontal Grinders

This warranty is Peterson's entire and only warranty to the Distributor and Distributor's customers on resale with respect to the Products sold hereunder. This warranty is expressly in lieu of all other warranties, expressed or implied, and any implied warranties of merchantability or fitness for a particular purpose are hereby excluded. This is a Limited Warranty, referring only to the product, machine, part(s), or unit identified on the original sales order and is subject to other limitations established by Peterson's Warranty Policy and as hereinafter set forth. Peterson Pacific Corp. is here also referred to by its logo and brand name Peterson. Only Peterson may assume any liability pertaining to its products.

This Peterson product is warranted to be free from defects in workmanship and materials under normal use and conditions for a period of twelve (12) months, or 2000 operating hours, or 2000 service meter units, whichever occurs first, from the warranty start date. Products sold as complete machines or operating units have a warranty start date defined by the operating start date. Products sold as parts have a warranty start date defined by the date of installation of the part. If the machine into which the replacement part is installed is no longer within the warranty period, no labor or mileage costs are reimbursed.

Should any defect in workmanship or materials be found and reported within the warranty period, Peterson's liability shall be limited to replacement parts and technician service for replacement, and shall be furnished as stated in the Warranty Policy.

NOTE: Peterson's products are not designed for processing rocks, metal, or other non-crushables. Processing rocks, metal, or other non-crushables may damage the machine and/or its parts. Peterson shall not be liable for any damage or personal injury as a result of rocks, metal, or other non-crushables going through the machine.

This warranty shall not apply to any Peterson equipment where the equipment has been subjected to accident or misuse, or alterations unless Peterson has given prior written consent. Peterson's liability under this warranty is limited to the repair or replacement of defective parts or workmanship and in no event shall Peterson be liable for incidental, consequential or indirect damages of any kind.

This warranty is null and void if other than genuine Peterson parts are used. Peterson makes no warranties with respect to trade accessories or component parts not manufactured by or distributed by Peterson. Those accessories or components are subject only to such warranties, if any, as may be made by their respective manufacturers. Peterson and its customers may expect that certain operating parts of the product or unit require replacement as a result of normal use during the warranty period. These parts include, but are not limited to: wear liners, chains, bits or knives, bearings, filters, light bulbs, belts, etc. Replacement of such parts is not included within the warranty.

Before evaluating a warranty claim Peterson reserves the right to require defective parts to be returned for inspection with all charges prepaid.

Signed: _____
 (To be signed by customer)

Date: _____

Print Name here: _____

Customer Quote

Quote Date : 02/21/2024
Price Expiration Date : 12/31/2024

Quote Status : Draft-NOT ACCEPTED

Customer Information :
WORCESTER COUNTY SOLID WASTE DEPT
7091 CENTRAL SITE LN
NEWARK
MARYLAND
21841
UNITED STATES

Dealer Information :
CARTER MCHY
1330 LYNCHBURG TPKE
PO BOX 3096
SALEM
VIRGINIA
24153-5416
UNITED STATES
dan_gills@cartermachinery.com
Jeff Cronshaw

Product Information :
Model : C18
Serial# :
Type : Published
Emissions Control Indicator : TIER4_STAGEIIIB_IV

Table with 6 columns: Coverage, P/L, Duration, Usage, Deductible, Amount. Row 1: ESC ENGINE ONLY PARTS AND PLATINUM PLUS LABOR, 60 Months, 3000 Hours, 0.00, 6,350.00

Other:
Administration Fee
Late Fee
Tax
Total Customer Amount 6,350.00
Currency USD

Additional Comments : Travel Time & Mileage Included

Notes:

- 1. This quote is a non-binding price indication.
2. All deductibles are displayed in USD.
3. Goods & Services Tax (GST) is not included.
4. Coverage for New machines / engines starts on the product Delivery Date and runs concurrent with Machine / Engine Standard Warranty.
5. Late Fees may apply to Engine Extended Service Coverage (ESC) cost(s) at the time of Enrollment.

Customer Signature

Date

Dealer Signature

Date



PETERSON EXTENDED SERVICE COVERAGE

Customer: Worcester County SW **Machine:** 2710D **Serial Number(s):** 37D-136-2809

Coverage Period: 24 Months / 2000 hours with travel time & mileage included from date of delivery.

I. INTRODUCTION

This agreement, herein referred to as "ESC," is designed specifically for Peterson industrial machines and is an important part of Peterson's continuing effort to provide "you" with superior value and product support.

II. TERMS AND CONDITIONS

This ESC does not alter the Terms and Conditions spelled out in the Peterson Limited Warranty Policy which is in effect for the first twelve (12) months/2,000 hours of service for all Peterson machines.

This ESC provides parts and labor coverage for the "cost" of a "mechanical breakdown" under normal use during the "coverage period" due to a defect in material *or* factory workmanship. Coverage under this ESC is subject to the applicable exclusions listed under Section VII. Exclusions and Limitations.

The ESC form must be completed in its entirety at the date of registration. "You" should purchase this ESC on the "covered equipment's" original purchase date *from* an "authorized distributor". Certain fees, penalties and coverage availability limits may apply for all ESC's requested after the original purchase date. "You" must contact an "authorized distributor" for complete details.

III. DEFINITIONS

"Authorized distributor" means a distributor authorized by Peterson to sell, service and repair the "covered equipment".

"Cost(s)" means the usual and fair charges as determined by Peterson for parts and labor necessary to repair *or* replace the parts covered including "repairer's" time and travel up to the limits as specified in the "Peterson Limited Warranty". Replacement parts will be genuine manufacturer's parts when performing repairs and may include new, remanufactured *or* repaired components.

"Coverage period" means the period that commences with the delivery date as shown on the Warranty Validation Report and expires when time *or* service meter hours, whichever occurs first, from the delivery date *of* the "covered equipment" exceeds the coverage limits as specified under standard warranty.

"Covered equipment" means the equipment identified for this coverage as shown on the Warranty Validation Report and accepted by "us" for coverage.

"Mechanical breakdown" means the failure of any original *or* like replacement "covered component" to work as it was designed to work in normal service, provided it has received customary maintenance as recommended in the manufacturer's operation and maintenance manual.

"Repairer(s)" means a business entity "we" have authorized as a repair facility *or* "authorized distributor".

"Warranty" means any warranty *of* the manufacturer *or* a "repairer's" guarantee *or* warranty. "We," "us," and "our" mean the provider issuing this ESC.

"You" and "your" mean the customer shown on the Warranty Validation Report.

IV. OUR RESPONSIBILITIES

"We" will pay the "cost" as stated in the warranty policy; to repair, replace *or* service the "covered equipment" for a "mechanical breakdown" *of* a "covered component". "We" will provide, at "our" choice, new, remanufactured *or* repaired components when replacing *or* repairing any "covered components". Further, "we" will also pay the components and labor charges for any Peterson component that is rendered unserviceable by a "covered component" failure.

"We" will restore the "covered equipment" to its operating condition prior to the "mechanical breakdown" by repairing and / *or* replacing only the required "covered components" and consequentially damaged Peterson components necessary to facilitate the repair. Other parts *or* components removed in the process of the repair will be reinstalled as is, unless "you" authorize "your" additional expense to repair *or* replace.

"We" will also pay the reasonable "costs" *of* any expendables *or* consumables that *are* made unusable as a result *of* a "covered component" failure.

V. YOUR RESPONSIBILITIES

"You", our customer, shall operate, maintain and perform all recommended maintenance for the "covered equipment" according to the guidelines and recommendations as specified in the manufacturer's operation and maintenance manual. "Covered equipment" must be operated in accordance of the approved applications.

To insure the ESC is honored by Peterson "you" shall utilize an "authorized distributor" for all scheduled inspections and/or oil samplings at the specified intervals:

1. Inspections to be performed at the first one (1) month period and each consecutive two (2) month period throughout your ESC term.
 - a. Inspections must be submitted to Peterson promptly to insure continuation of coverage.
2. Oil sampling of the hydraulic system must be performed at each one (1) month interval.
 - a. Sampling results must be submitted to Peterson promptly to insure continuation of coverage.
3. All expenses associated with required inspections/oil sampling by an "authorized distributor" are "your" responsibility.

"You" shall be responsible for record keeping of maintenance records for daily, weekly, monthly, yearly and hourly maintenance on covered equipment. Copy of said records must be provided to Peterson upon request.

"You" shall be responsible for reporting any warrantable mechanical breakdown immediately to an "authorized distributor".

"You" shall be responsible for all expense of transportation or towing, to move machine to repair location if different than operation location. "You" shall be responsible for all "costs" not covered by this ESC.

VI. CLAIM PROCEDURES

In the event of a "mechanical breakdown" *of* the "covered equipment", "you" shall:

1. Take all reasonable steps to protect and safeguard the "covered equipment".
2. Report the "mechanical breakdown" promptly to "us" or a "repairer".
3. Promptly make the "covered equipment" available to a "repairer" for repair and examination.
4. Provide proof of compliance with the maintenance schedules as recommended in the manufacturer's operation and maintenance manual, such as receipts or copies of work orders or invoices from "repairers" or "authorized distributors" showing the maintenance and services performed if requested by "us" or "repairer". Failure to show proof may result in the denial of coverage.

Furnish "us" or a "repairer" with such information as may be reasonably required to assess the "mechanical breakdown".

VII. EXCLUSIONS AND LIMITATIONS

This ESC does not cover a "mechanical breakdown" caused by:

- Acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- Operator abuse, misuse, neglect, accident, improper operation, lack of customary maintenance, failure to follow maintenance procedures and scheduled component inspections / replacements as specified in the manufacturer's operation and maintenance manual; repairs, alterations, or modifications made subsequent to the purchase by "you" of this "covered equipment" that either affects the mechanical operation as designed by the "covered equipment" manufacturer or is not done by a "repairer".
- Wear and tear, depletion, deterioration, corrosion and erosion.
- Any application or installation not approved by the manufacturer.
- A non-"covered component" failure.

This ESC also does not pay for:

- Any non-Peterson part or component, unless pre-approved by Peterson representative.
- Normal preventive maintenance (including consumables) and scheduled component inspection/replacements as defined in the manufacturer's operation and maintenance manual. These services include, but are not limited to, any normally replaceable wear items, such as: Wear parts of feeder floor, hoses, belts, proper tightening and alignment of belts, tightening of hoses and fittings, wear liner work, bits, knives, adding or replacing fluids, filters, miscellaneous adjustment, etc.
- Any and all "mechanical breakdowns" or failures that are covered under any other manufacturers "warranty" whether enforceable or not.
- Caterpillar engine
- Chipper Disc components such as
 - Knives
 - Holders
 - Spout
 - Wear Liners
- All Bearings
- Any component that has reached or exceeded its expected wear life
- Any and all components that have been misused or abused
- Reimbursement for any travel, or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime related expenses, cargo damage or economic loss that "you" may incur.
- Parts shipping charges and service charges.
- Any and all taxes.

VIII. TRANSFER OR ASSIGNMENT OF COVERAGE

The remaining coverage of this ESC may be transferred or assigned to subsequent owners.

IX. DISCLAIMERS

OUR RESPONSIBILITIES AND YOUR REMEDIES UNDER THIS ESC ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS ESC ARE COVERED UNDER THE APPLICABLE REPLACEMENTS PARTS WARRANTY.

MISREPRESENTATION OF THE COVERED EQUIPMENT'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS ESC BY US. WE SHALL BE ENTITLED TO ALL OTHER REMEDIES.

X. PRIVACY NOTICE

We do not disclose any non-public personal information about you or former customers to anyone, except as permitted by law.

We may collect non-public personal information necessary for ESC coverage to you from the following sources:

- Information that we receive from you on registrations, applications or other forms, such as your name, address, social security number, assets and income;
- Information about your transactions with us, our subsidiaries, our affiliates (received only with your express consent); and Information from a consumer reporting agency.

We restrict access to non-public personal information about you to those employees who need to know that information to provide insurance services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Customer

Signed: _____

Date: _____

(To be signed by Customer Representative)

Print Name: _____

Dealer

Signed: Jeff Cronshaw

Date: 3-1-24

(To be signed by Dealer Representative)

Print Name: Jeff Cronshaw



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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: March 12, 2024
RE: Utility-Scale Solar consultation request

The Pocomoke City Community Energy Initiative, LLC is proposing a utility-scale solar energy system (5 MW AC) under the Community Solar Pilot Program. The property is located on US Route 13 (Ocean Highway) at Tax Map 100, Parcels 79 and 80, and is zoned C-2 General Commercial District and A-1 Agricultural District. Prior to applying to the Maryland Public Service Commission (PSC) for the Certificate of Public Convenience and Necessity (CPCN), a developer must either obtain local zoning approvals or perform a pre-application consultation with the local jurisdiction 90 days prior to filing of the application. The applicant has requested to proceed with the consultation first.

The PSC is the approving authority for solar generating projects over 2 MW (AC). In 2019, the Court of Appeals held that the PSC has the final say in the siting of utility-scale projects, preempting local zoning (Washington Co. v. Perennial Solar, LLC). However, the PSC shall give due consideration to certain criteria presented by a local jurisdiction. The applicants have provided a draft Environmental Review Document and conceptual site plan for the project, as well as a summary of the CPCN process as required by law, which are attached for your reference. The 369 pages of referenced appendices are not included in the Commissioner’s packet but are available for review upon request.

Under COMAR 20.79.01.05, the county shall provide a report addressing the following considerations:

1. A statement or finding whether the proposed project is consistent with the current comprehensive plan;
2. A statement or finding whether the proposed project is consistent with the current zoning ordinance; and
3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.

Attached are comments from myself and Bob Mitchell relative to the above items for the Commissioners’ consideration. Comments are due on or before May 17, 2024, so no comments need to be finalized at the March 19, 2024, meeting. However, should a local jurisdiction decline to comment, the developer is required to document the efforts made to contact the local jurisdiction and provide information on the project’s consistency with local zoning to the PSC.

Project Name: Pocomoke City Community Energy Initiative, LLC

Location: Tax Map 100, Parcels 79 and 80; US Route 13 (Ocean Highway)

Zoning: C-2 General Commercial District and A-1 Agricultural District; RP Resource Protection District at the southerly end of Parcel 79 (no impact)

Project Type: 5 MW AC community solar project

A community solar project is a program where customers (individuals, businesses, etc.) subscribe to a portion of the energy generated by the project. In Maryland, companies are required to provide at least 40% of the output to low- and moderate-income (LMI) customers. Under current state law, a community solar project may not exceed 5 MW AC. Therefore, the project is not likely to expand in size unless changes are made in state law. Additional information on community solar can be found at: <https://www.energy.gov/eere/solar/community-solar-basics>.

Local considerations under COMAR 20.79.01.05:

1. A statement or finding whether the proposed project is consistent with the current comprehensive plan.

The 2006 Worcester County Comprehensive Plan (“Plan”) does not specifically address solar energy systems. However, throughout the Plan, the importance of agriculture as the bedrock to our way of life is highlighted. The project will not impact the existing forested areas but will occupy land currently under agricultural production. Those lands are identified as having areas of prime farmland and farmland of statewide importance that will be taken out of agricultural production in the draft Environmental Review Document (“ERD”, page 24). The applicants have verbally stated that they located the project in a manner that will allow the remaining contiguous farmland to continue in production.

In Chapter Six, Public Infrastructure includes objectives on pages 73 and 74 as follows:

1. Work with the private sector to ensure a dependable and adequate supply of electric power and propane.
5. Encourage alternative sources of power.

The 2006 Land Use Map illustrates the subject parcels as in the Agricultural and Commercial categories. The Plan states that Pocomoke City has experienced highway commercial growth, which is consistent with Pocomoke City’s 2014 Comprehensive Plan. It identifies the westerly commercial portion of the parcels that front along US Route 13 as a potential annexation area. Pocomoke City actively promotes and supports the economic vitality of the region and supporting appropriate development along the US Rout 13 corridor.

Overall, I find that this project as presented is generally consistent with the 2006 Comprehensive Plan.

2. A statement or finding whether the proposed project is consistent with the current zoning ordinance.

Following the Land Use Designations in the Comprehensive Plan, the zoning for the parcels is C-2 General Commercial District along the westerly frontage of US Route 13 and A-1 Agricultural District to the east (rear) of the parcels. A small amount of RP Resource Protection District can be found in the forested area along the southerly border of Parcel 79.

Under § ZS 1-344, Alternative energy facilities, both the C-2 and A-1 Districts allow utility-scale solar projects by right, subject to a two-step site plan review and approval process. The placement of the project will allow room for additional development along the front of the parcel consistent with C-2 District uses.

The applicants are proposing to plant a landscape buffer along the westerly and southerly boundary of the enclosure. Under § ZS 1-322, Landscaping, buffering and screening requirements, the county will require an installation and maintenance agreement to be recorded, and a landscape bond to be held for two years from the date of the Certificate of Use and Occupancy to guarantee the planting material's continued viability.

Page 20 of the draft ERD, Section 6a, paragraph 2, references the applicable COMAR noise level provisions. These standards are generally consistent with § ZS 1-346, Noise level limits in the Worcester County Zoning Code. The daytime and nighttime noise levels for the commercial zoning district are consistent with COMAR, have the same designated hours, and are measured from the property lines. There are no noise level limits in the Agricultural zoning district.

Therefore, I find that the project is consistent with the current zoning ordinance.

3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.

On at least one prior project, there was a concern relating to decommissioning at the end of its useful life. The life expectancy for the proposed project as stated in the draft ERD is 35 years (page 6). It is not clear that a Decommissioning Plan has been developed yet, but the general outline of the process to restore the site is cited on pages 17 and 18 of the draft ERD. The plan is to be approved by the Public Service Commission as a licensing condition, and a bond shall be held by the state. The applicant should make sure solid waste generated from project control panels and other equipment component packaging are securely contained during the unpacking process and removed from the site in an orderly fashion. US Route 13 is a heavily traveled principal arterial highway for interstate and intra-state travel.

Mr. Mitchell has noted that the Applicant will voluntarily comply with the county's forest conservation ordinance. Due to changes in the state's FCA law, after July 1, 2024, projects like this one will be exempt from forestry requirements if they are not clearing trees from their project sites.

The project will occupy an area with C-2 zoning on the highway side of the property and A-1 zoning at the rear of the property. For forestry this means that two forest conservation worksheets, one for each zoning designation, will be needed. Our maps indicate that there may be non-tidal wetlands present on the property.

Mr. Mitchell has also outlined the general process for Forestry, Stormwater Management and Sediment Erosion Control requirements as follows:

1. This project is subject to the Worcester County Forest Conservation Law:
 - a) Forest Stand Delineation
 - b) Forest Conservation Plan

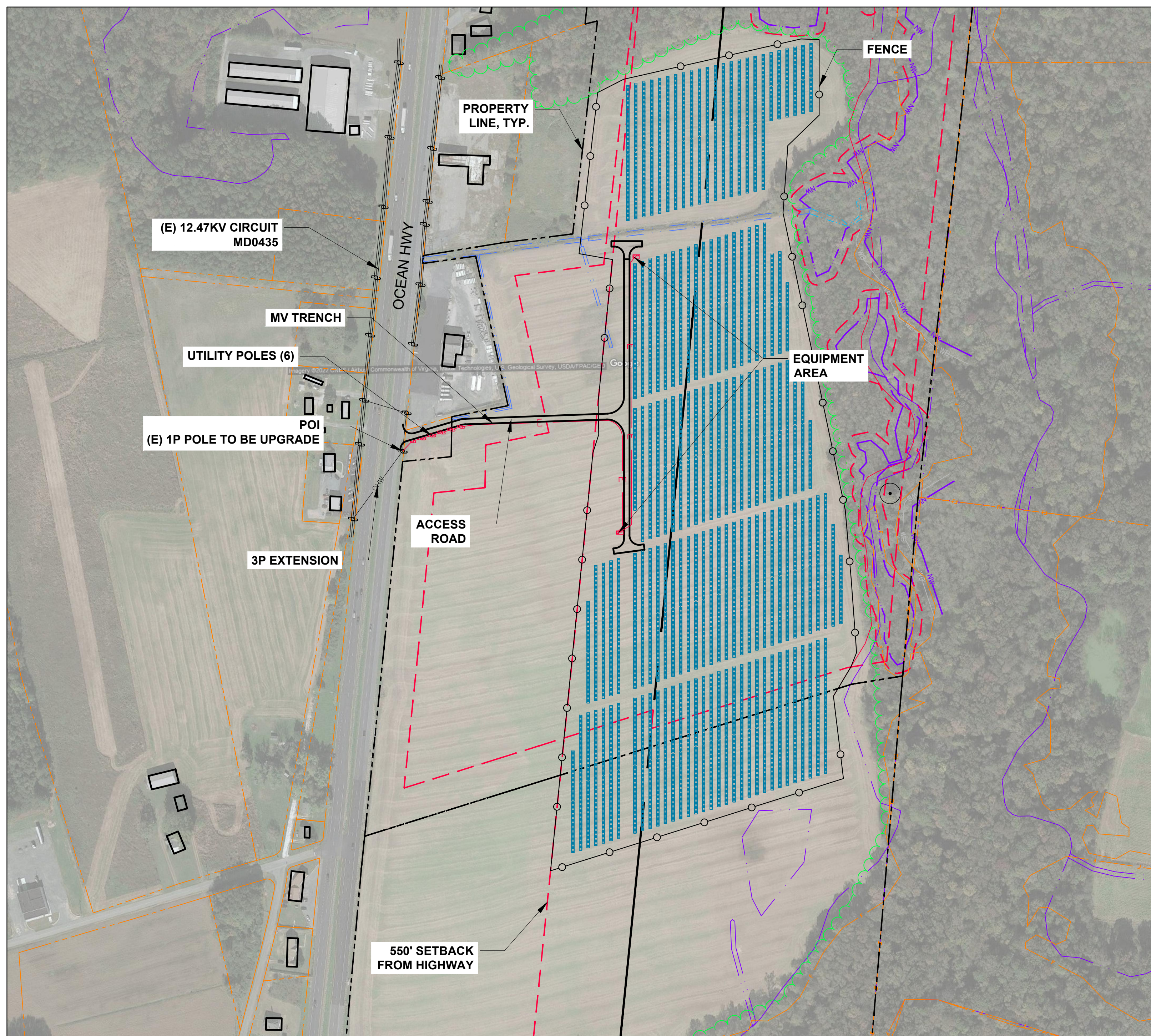
2. This project is subject to Worcester County Stormwater Management & Erosion and Sediment Control:
 - a) SWM/SEC plans and permit
 - b) MDE NOI permit for disturbance over one acre

3. The following items will be needed prior to Technical Review Committee confirmation deadline:
 - a) Forest Stand Delineation approval
 - b) Forest Conservation Application
 - c) Forest Conservation review fee
 - d) Stormwater Management Concept Plan approval

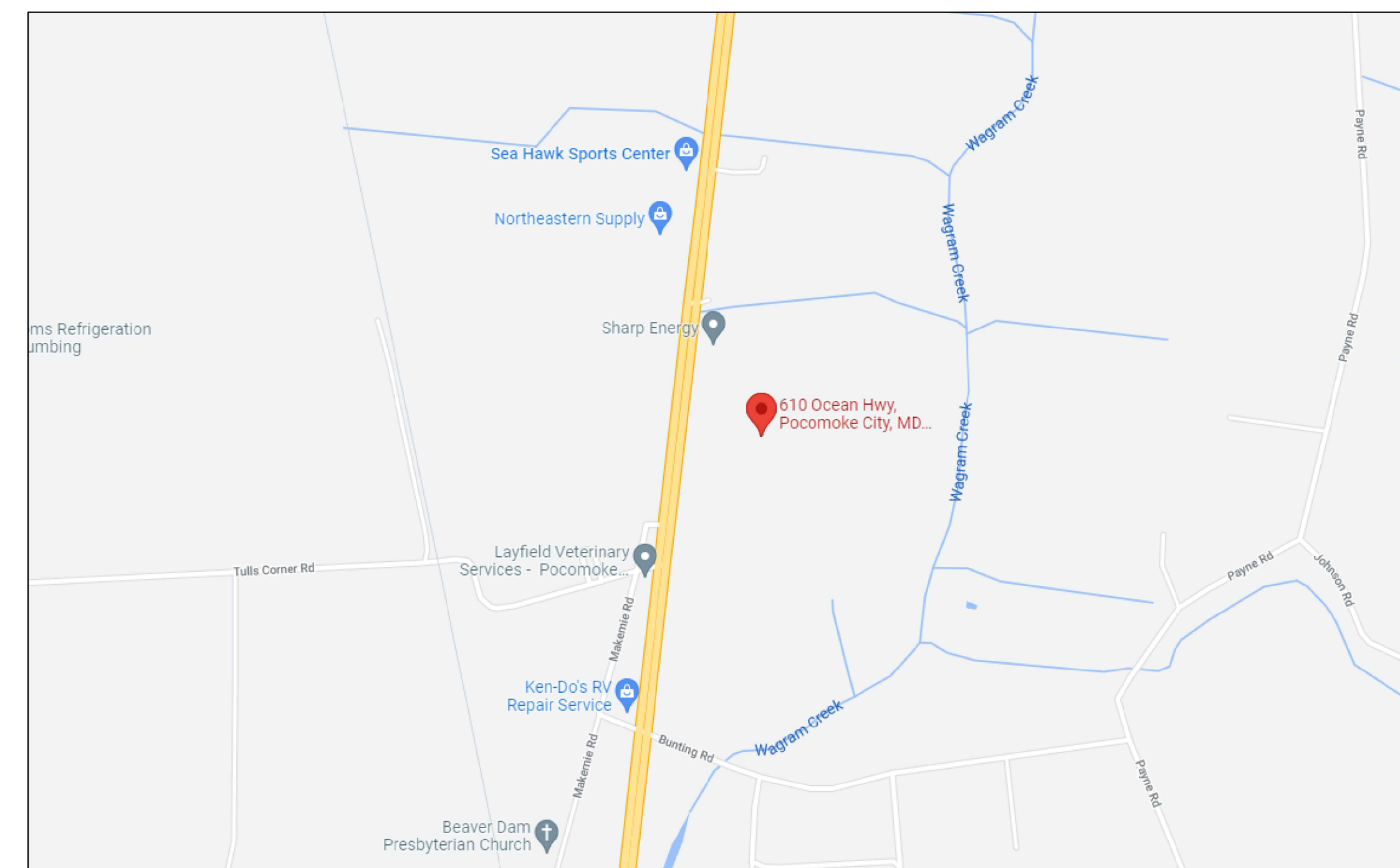
PHOTOVOLTAIC SYSTEM
TOTAL: 7.5130 MWDC (5.00 MWAC)
OCEAN HIGHWAY COMMUNITY ENERGY INITIATIVE LLC
610 OCEAN HWY, POCOMOKE CITY, MD 21851

SYSTEM DESCRIPTION	
MODULE TYPE	JINKO JKM560N-72HL4-TV-D1-US
QUANTITY	13416 (516 STRINGS OF 26 MODULES)
SYSTEM SIZE (DC)	7.5130 MW
SYSTEM SIZE (AC)	5.00 MW
INVERTER	SOLECTRIA XGI 1500-150/166 (150 KW) : 32 QTY SOLECTRIA XGI 1500-125/125 (FACTORY DERATED TO 100 KW) : 2 QTY
MOUNTING SYSTEM	SINGLE AXIS TRACKER
TILT ANGLE	+/- 52°
ARRAY AZIMUTH	180°

REV.	DATE	DESCRIPTION OF REVISION
5	06/29/23	PRE SALES DESIGN V4
4	06/12/23	PRE SALES DESIGN V4
3	06/09/23	PRE SALES DESIGN V3
2	06/07/23	PRE SALES DESIGN V2 (6MWAC)
1	12/14/22	PRE SALES DESIGN V1



1 PRELIMINARY PV LAYOUT - OCEAN HIGHWAY COMMUNITY ENERGY INITIATIVE LLC: 7.5130 MWDC SYSTEM USING 560W MODULES
 SCALE: 1" = 200'



2 LOCUS MAP



3 SIMILAR PV ARRAY



eca solar

282 MOODY ST
 WALTHAM,
 MASSACHUSETTS
 02453

20 TRAFALGAR
 SQUARE
 NASHUA, NEW
 HAMPSHIRE
 03063

SCALE AS SHOWN	DATE
DRAWN BY CAL	12/14/2022
APPROVED BY BM	12/14/2022

OCEAN HIGHWAY COMMUNITY ENERGY INITIATIVE LLC
 ECA SOLAR LLC
 PRE SALES DESIGN
 SITE PLAN
 610 OCEAN HWY, POCOMOKE CITY, MD 21851

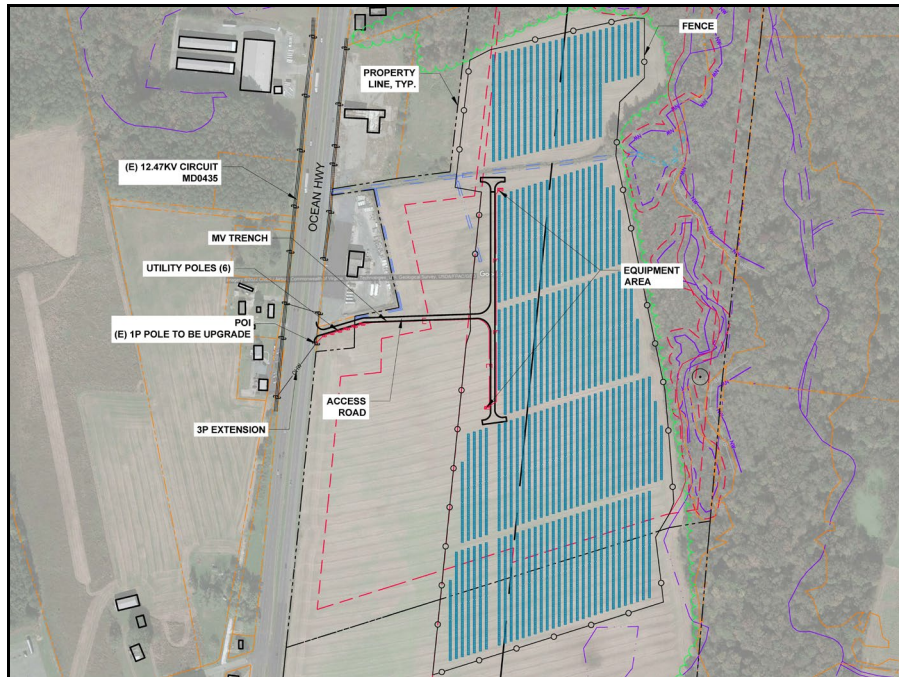
PSD-1.0
 SITE PLAN

© ECA SOLAR, LLC All rights reserved 2022

DRAFT ENVIRONMENTAL REVIEW DOCUMENT

**610 OCEAN HIGHWAY
5.00 MWAC (7.5130 MWDC) PHOTOVOLTAIC FACILITY
WORCESTER COUNTY, MARYLAND**

JANUARY 29, 2024



Prepared For:

POCOMOKE CITY COMMUNITY ENERGY INITIATIVE LLC

203 Crescent St., Suite 106
Waltham, MA 02453

Prepared By:

GEO-TECHNOLOGY ASSOCIATES, INC.

Geotechnical and Environmental Consultants

3445-A Box Hill Corporate Center Drive
Abingdon, Maryland 21009

Phone: (410) 515-9446

Fax: (410) 515-4895

www.gtaeng.com

GTA Project No: 31222228

TABLE OF CONTENTS

I. Pre-Application Consultation Requirement	1
II. General CPCN Application Details.....	1
A. Applicant Information.....	1
B. Persons Authorized to Receive Notices and Communications	1
C. Community Liaison Officer	2
D. Location of Public Inspection	2
E. Local, State, or Federal Agencies.....	3
F. Applicant’s Compliance with the Pre-application Consultation Requirements	3
III. Description of Proposed Generating Station	3
A. Consistency of Project with Comprehensive Plan and Zoning Ordinance	4
B. Project Concept Plan	6
C. Operational Features	6
D. Engineering, Construction, and Operation Schedule	6
E. Life Expectancy.....	6
F. Selection of the Project Design.....	6
G. Regional, State, and Local Economics.....	7
H. Stability and Reliability of the Electric System	7
I. Major Electric System Upgrades	8
J. Planned Interconnection	8
IV. Environmental Information Requirements	8
A. Environmental Review Document	8
B. Environmental Review Document Inclusions.....	8
1. General Information.....	8
2. Air Quality	11
a. Compliance with Air Quality Standards	11
b. Impact on Prevention of Significant Deterioration Areas and Existing Nonattainment Areas	12
c. Regulations Relating to COMAR 26.11	13
3. Water Quality and Appropriation	14
a. Water Supply Demand	14
b. Reduction of Water Supply Demand	14
c. Construction Dewatering Needs and Estimated Amounts.....	14
d. Affected Streams, Nontidal Wetlands, Watersheds, and Aquifers	14
e. Tier II Waters	15
f. Maryland Scenic and Wild Rivers.....	15
g. Impact to Other Water Users	15
h. Mitigation and Minimization Techniques.....	15
i. Water Use and Appropriation.....	16
4. Description of Effect on State or Private Wetlands	16
a. Public Health and Welfare	16
b. Marine Fisheries	16
c. Shell Fisheries	16
d. Wildlife	16
e. Protection of Life and Property.....	17
f. Mitigation and Minimization Techniques	17
g. Use of State or Private Tidal Wetlands.....	17
5. Impacts to Tier II Streams.....	17

6. Waste Handling.....	17
V. Natural Resources Requirements	18
A. Natural Resources Information	18
B. Natural Resources Information Inclusions.....	18
1. Forest Stand Delineation and Forest Impacts	18
2. Rare, Threatened, and Endangered Species	18
3. Phase I Environmental Site Assessment.....	19
4. Critical Area.....	19
5. Utility-scale Photovoltaic Stations.....	19
6. Potential Noise Impacts From Construction and Operation	20
a. Sound Power Levels Associated with Noise-Generating Sources	20
b. Closest Noise Reception Locations	21
7. Geotechnical Information	21
8. Sea Level Rise Projections.....	22
VI. Socioeconomic Information	23
B. Socioeconomic Information Inclusions.....	23
1. Socioeconomic Effects Summary	23
2. Historic and Archeological Resources.....	23
3. Agricultural Resources.....	24
4. Public Safety and Transportation.....	25
a. Fire Safety and Emergency Vehicle Traffic Plans	25
b. Transportation Information.....	26
c. Proximity to Nearby Airports	26
d. Federal Aviation Administration and Maryland Aviation Administration Mitigation..	27
e. Radiofrequency or Thermal Impacts.....	27
C. Visual Impact	27
D. Vegetation Management	27
E. Effects on Local Economy	28
F. State, Regional, and Local Plans and Programs	29
G. Reflective Glare	29
VII. Additional Pre-Application Requirements	29

LIST OF FIGURES

Figure 1: Zoning Designation Map.....	5
Figure 2: Site Location Map	9
Figure 3: USGS Topographic Map.....	10
Figure 4: Chesapeake Bay Critical Area Map	19
Figure 5: Climate Central 2050 Annual Flood Level Map.....	22
Figure 6: FEMA 100-year Floodplain Map	23
Figure 7: Prime Farmland and Farmland of Statewide Importance.....	25

LIST OF TABLES

Table 1: Matrix of State and Local Permits and Approvals.....	3
Table 2: System Description.....	7
Table 3: Regional Annual Energy General Emission Changes	13
Table 4: Maryland Annual Energy General Emission Changes	13
Table 5: Noise Level Ranges of Typical Construction Equipment	20
Table 6: Mapped Soil Units and Farm Class	24

Table 7: Proximity of the Project to Nearby Airports..... 26

APPENDICES

-
- Appendix A: *Pre Sales Design, Site Plan, 610 Ocean Highway*, prepared by ECA Solar, revised June 29, 2023
 - Appendix B: *Wetland Delineation Report and Plan for 610 Ocean Highway*, prepared by GTA and dated September 22, 2023
 - Appendix C: MDE Wetlands and Waterways Protection Program concurrence emails
 - Appendix D: *Forest Stand Delineation Plan for 610 Ocean Highway*, prepared by GTA and dated August 31, 2023
 - Appendix E: Completed Forest Conservation Worksheet
 - Appendix F: MD DNR Scenic and Wild Rivers concurrence email
 - Appendix G: MD DNR Response Letter
 - Appendix H: USFWS Online Project Review Documentation
 - Appendix I: *Report of Phase I Environmental Site Assessment for 610 Ocean Highway*, prepared by GTA, dated October 9, 2023
 - Appendix J: Solectria XGI 1500-150/166 Product Datasheet and Specifications
 - Appendix K: *Report of Geotechnical Services for 610 Ocean Highway*, prepared by GTA and dated January 19, 2024
 - Appendix L: MHT Response
 - Appendix M: FAA Response Letter
 - Appendix N: MAA Response Letter
 - Appendix O: *Pocomoke City Solar PV 3D Rendering*, prepared by NLYTN Energy
 - Appendix P: *Glare Study, Solar PV Project, Ocean Highway, Pocomoke, Maryland*, prepared by BERG, dated October 13, 2023
 - Appendix Q: *Vegetation Management Plan for 610 Ocean Highway*, prepared by GTA and dated January 5, 2024
 - Appendix R: *Maryland’s Initial Solar Site Pollinator Habitat Planning and Assessment Scorecard*

LIST OF FREQUENTLY USED ACRONYMS AND ABBREVIATIONS

ASTM	American Society for Testing Materials
BERG	Barrett Energy Resources Group
CAA	Clean Air Act
CARES	Clean and Renewable Energy Standard
CBCA	Chesapeake Bay Critical Area
COMAR	Code of Maryland Regulations
CPCN	Certificate of Public Convenience and Necessity
DER	Distributed Energy Resources
DNL	Day-night Average Sound Level
DP&L	Delmarva Power & Light
ERD	Environmental Review Document
ESA	Environmental Site Assessment
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GTA	Geo-Technology Associates, Inc.
JEDI	Jobs and Economic Development Impact Models

MD DNR	Maryland Department of Natural Resources
MDE	Maryland Department of the Environment
MGA	Maryland General Assembly
MGS	Maryland Geological Survey
NAAQS	National Ambient Air Quality Standards
NRCS	Natural Resources Conservation Service
NWI	National Wetlands Inventory
O&M	Operation & Maintenance
PCCEI	Pocomoke City Community Energy Initiative LLC
PSC	Public Service Commission
PV	Solar Photovoltaics
RGA	Reflective Glare Analysis
RPS	Renewable Portfolio Standard
SGHAT	Solar Glare Hazard Analysis Tool
USACE	United States Army Corps of Engineers
USC	United States Code
USDA	United States Department of Agriculture
US DHUD	United States Department of Housing and Urban Development
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey

DRAFT ENVIRONMENTAL REVIEW DOCUMENT
610 OCEAN HIGHWAY
5.00 MWAC (7.5130 MWDC) PHOTOVOLTAIC STATION
WORCESTER COUNTY, MARYLAND
JANUARY 29, 2024

I. Pre-Application Consultation Requirement

The Applicant is required under COMAR 20.79.01.05 to engage and consult with the county or municipal corporation in which any portion of the project is proposed to be located—i.e., the affected county or municipal corporation—at least 90 days prior to filing a CPCN application for the construction of a generating station. Applicant shall provide the county and municipal corporation with:

1. A draft Environmental Review Document in accordance with COMAR 20.79.03.02-.04;
2. A properly sized conceptual plan for the project in accordance with COMAR 20.79.03.01; and,
3. If available for download on the PSC website, an informational pamphlet describing the CPCN process and the process for intervention.

The Applicant shall request a preliminary report from the county or municipal corporation as described in COMAR 20.79.01.05B.

II. General CPCN Application Details

A. Applicant Information

Pocomoke City Community Energy Initiative LLC
 203 Crescent St., Suite 106
 Waltham, Massachusetts 02453

B. Persons Authorized to Receive Notices and Communications

Mr. Michael Redding, Director of Civil Engineering
 Pocomoke City Community Energy Initiative LLC
 20 Trafalgar Square, Suite 428
 Nashua, New Hampshire 03063
 Email: mr@ecasolar.com

Mr. Jack Rowland, Development Manager
 Pocomoke City Community Energy Initiative LLC
 203 Crescent St., Suite 106
 Waltham, Massachusetts 02453
 Email: jr@ecasolar.com

Ms. Monica Leslie, Associate Council
 Pocomoke City Community Energy Initiative LLC

203 Crescent St., Suite 106
Waltham, Massachusetts 02453
Email: ml@ecasolar.com

Mr. Matthew Jennette, Associate
Geo-Technology Associates, Inc.
3445-A Box Hill Corporate Center Drive
Abingdon, Maryland 21009
Phone: 410-515-9446
Email: mjennette@gtaeng.com

Mr. Brad Sweet, Environmental Scientist
Geo-Technology Associated, Inc.
3445-A Box Hill Corporate Center Drive
Abingdon, Maryland 21009
Phone: 410-515-9446
Email: bsweet@gtaeng.com

Mr. David W. Beugelmans
Mr. Maxwell T. Cooke
Gordon Feinblatt LLC
1001 Fleet Street, Suite 700
Baltimore, Maryland 21202
Email: dbeugelmans@gfrlaw.com
Email: mcooke@gfrlaw.com

C. Community Liaison Officer

Mr. Michael Redding, Director of Civil Engineering
Pocomoke City Community Energy Initiative LLC
20 Trafalgar Square, Suite 428
Nashua, New Hampshire 03063
Email: mr@ecasolar.com

D. Location of Public Inspection

Worcester County, Department of Development Review & Permitting
Worcester County Government
1 West Market Street
Snow Hill, Maryland 21863

E. Local, State, or Federal Agencies

Table 1: Matrix of State and Local Permits and Approvals

Agency/Authority	Permits/Approvals	Timing	Status
Delmarva Power & Light	Interconnection Agreement	2Q2024	Interconnection application has been submitted. Project impact study will be submitted under separate cover.
Maryland Public Service Commission	CPCN	2Q2024	Application accompanies this report
Maryland Department of the Environment or Worcester County	Stormwater Management Plans, Grading Erosion Sediment Control Plans, Site Development Plans as applicable	2Q2024	Application to follow site plan approval
Maryland Department of the Environment and/or Worcester County	Grading and Building Permits	2Q2024	Application to follow site plan approval
State Highway Administration	Entrance/Access Permits	2Q2024	Application to follow site plan approval
Maryland Department of the Environment	NPDES General Permit for Construction Activity	2Q2024	Application to follow site plan approval
Worcester County	Forest Stand Delineation (FSD) and Forest Conservation Plan (FCP)	2Q2024	FSD and FCP to be submitted to the County with site plan approval
Maryland Department of Natural Resources	Rare, Threatened, and Endangered Species Review	3Q2023	Response provided in Appendix F
United States Fish & Wildlife Service	Threatened, Endangered, Proposed, and Candidate Species Review	3Q2023	Response provided in Appendix G
Maryland Historical Trust	Historical and Cultural Review	4Q2023	Response provided in Appendix K
Federal Aviation Administration	Aeronautical Study	4Q2023	Response provided in Appendix L
Maryland Aviation Administration	Airspace Analysis	4Q2023	Response provided in Appendix M

F. Applicant's Compliance with the Pre-application Consultation Requirements

This Draft ERD has been prepared in accordance with COMAR 20.79.02.02-04 for submission to Worcester County (the "County"), with the purpose of initiating preliminary engagement and consultation prior to filing the CPCN application. If the County does not provide a preliminary report within the time specified under COMAR 20.79.01.05, the Applicant will include with the Application a copy of a letter from the County regarding the pendency of the review of the project, if available, and if not, a written statement indicating the status of the review. Additionally, the Applicant will include any written correspondence exchanged with the County discussing the review of the Project and the project's consistency with the local comprehensive plan and zoning ordinance.

III. Description of Proposed Generating Station

The subject site is located at 610 Ocean Highway in the Pocomoke City area of Worcester County, Maryland. The subject site is identified on Tax Map 100 as Parcels 79 and 80. The

current zoning designation for the subject site is A-1 (Agricultural District), C-2 (General Commercial District), and RP (Resource Protection District). The approximate latitude and longitude coordinates of the center of the subject site are 38.01759°N and 75.54042°W, respectively. The majority of the topography of the subject site is flat with a few steeply sloped areas. The subject site generally consists of open agricultural fields and wooded areas. The Applicant proposes to construct a 5.0 megawatt (“MW”) alternative current (“AC”) (7.5130 MW direct current (“DC”)) single axis tracker photovoltaic system. The proposed project (the “Project”) will encompass approximately 1,561,933 square feet (35.9 acres) of the subject site, which accounts for approximately 29.5% of the 5,292,925-square-foot (121.5-acre) total site area.

The Project will generate an anticipated 5.0 MWAC with approximately 13,416 Jinko 560W solar modules (or equivalent). The proposed array will consist of 516 strings of 26 modules mounted on a single axis tracker system.

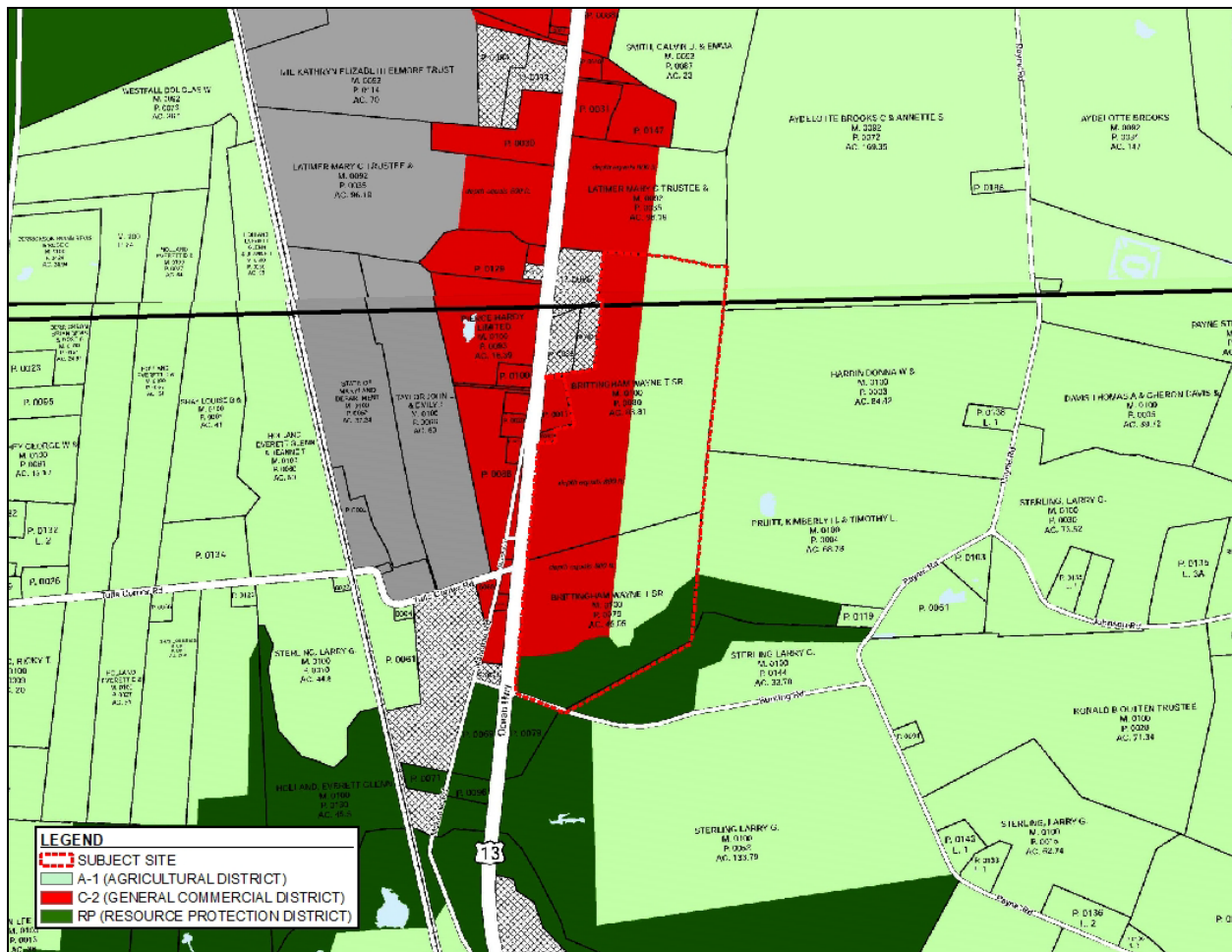
A. Consistency of Project with Comprehensive Plan and Zoning Ordinance

The current zoning designation for the subject site is A-1 (Agricultural District), C-2 (General Commercial District), and RP (Resource Protection District). The A-1 district is predominantly located in the eastern portion of the subject site. The C-2 district is predominantly located in the western portion of the subject site in the vicinity of Ocean Highway and is intended to provide for more intense commercial development. The RP district is predominantly located within the southern portion of the subject site, in the vicinity of Wagram Creek, and is intended to preserve the environmentally significant areas of the county and to protect its natural resources in all areas. The Zoning Designation Map is included as **Figure 1**.

The Worcester County Zoning and Subdivision Control Article defines utility scale solar generating system as “a ground-mounted solar energy system with a rated capacity in excess of two and one-half megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid” [§ ZS 1-344(b)]. Section ZS 1-344(d)(3) allows utility scale solar energy systems to be located in the A-1, A-2, E-1, V-1, C-1, C-2, C-3, I-1 and I-2 Districts with a minimum lot area of 50 acres. The Project will predominantly be located within the portion of the subject site designated as C-2. The RP district within the southern portion of the subject site will not be impacted as a result of the Project.

Minimum setbacks for utility scale solar generating systems are not outlined in the Zoning and Subdivision Control Article. However, the Applicant will maintain a 550-foot setback from Ocean Highway, and the Project will be further buffered by existing, undisturbed vegetation and screening plantings. The northern and eastern perimeter of the Project will be buffered by existing forest cover ranging between 80 feet to 640 feet wide. The southern and western perimeter of the Project will have a planted vegetation buffer of evergreen trees planted 10-foot on center in a zigzag pattern. These evergreen trees will have a height of approximately 6 feet at initial planting and are expected to grow to a maximum height of 12 to 15 feet.

Figure 1: Zoning Designation Map



The Comprehensive Development Plan, Worcester County, Maryland, dated March 14, 2006 (“Comprehensive Plan”) “focuses on maintaining and improving the county’s natural resource base while providing for sustainable use.” One of the land use goals of the Comprehensive Plan is to maintain and expand green infrastructure, which includes wetlands, floodplains, stream corridors, forests, habitat for sensitive species, and cultural resource sites. This infrastructure is a combination of larger green hubs linked together with natural corridors. Consistent with the natural resource goals and objectives in the Comprehensive Plan, the Project will not disturb the existing green infrastructure on the subject site and will maintain existing hubs and corridors.

While the Comprehensive Plan does not address the need for green energy or utility scale solar energy systems, the Plan does state that one objective to meet the need for public infrastructure improvements is to “work with the private sector to ensure a dependable and adequate supply of electric power and propane.” Furthermore, while not a traditional industrial use within the zoning ordinance, utility scale solar energy systems are suitable for lands zoned as such, and the Comprehensive Plan emphasizes that “Pocomoke City has and will continue to be the focus for the county’s most intense industrial uses.” For these reasons, the Project is compatible with the County’s Comprehensive Plan.

B. Project Concept Plan

A high-resolution concept plan for the proposed Project, titled *Pre Sales Design, Site Plan, 610 Ocean Highway*, prepared by ECA Solar, revised June 29, 2023, is included in **Appendix A**. The concept plan includes the following information:

- A location map demonstrating the Project in relation to municipal boundaries, perimeter roads, and traffic facilities;
- Project design features, including:
 - Limit on construction (“LOC”);
 - Limit of disturbance (“LOD”); and,
 - Point of interconnection (“POI”);
- Setbacks from adjacent properties and rights of way;
- The characteristics of the land to be developed, including natural resources and environmental features that require or may require protection in accordance with state and local regulations;
- All existing and proposed structures, existing and proposed parking areas, and areas of impervious surfaces or lot coverage; and,
- Proposed location of landscape buffering, as applicable.

C. Operational Features

The operational features for the Project will be managed through an O&M agreement which will allow the Applicant to remotely monitor the performance of the station year-round, as well as to allow for the scheduling and reporting of any required maintenance to the facility. The agreement will also allow the Applicant to ensure compliance with an applicable interconnection agreement and to dispatch emergency services to the facility in the event of an emergency.

D. Engineering, Construction, and Operation Schedule

The schedule for engineering the Project is 115 business days, with an estimated start date of October 2023 and an estimated completion date of March 2024. The schedule for permitting the proposed facility is 180 business days, with an estimated start date of October 2023 and an estimated completion date of August 2024. The schedule for construction of the proposed facility is 100 business days, with an estimated start date of September 2024 and an estimated completion date of February 2025.

E. Life Expectancy

The Project’s estimated life expectancy is 35 years, with an estimated operational start date of March 2025 and an estimated completion date of March 2060.

F. Selection of the Project Design

The Applicant selected this property because the land is flat, dry, and cleared from woodlands. The site offers immediate access to a major highway and existing three-phase power. The site has limited residential abutters and the site area is large enough to set the Project away from the public view and Ocean Highway (US Route 13). The proposed use (utility scale solar energy facility) is an allowed use for this parcel. The proposed development area is not encumbered by

environmental sensitive or critical areas, agricultural preservation areas, or historic areas. Other sites in the area were considered but were discovered to have wetlands and other sensitive environments that would limit the proposed development area. **Table 2** includes the system description for the Project.

Table 2: System Description

Module Type	JINKO JKM560N-72HL4-TV-D1-US or equivalent
Quantity	13,416 (516 strings of 26 modules)
System Size (DC)	7.5130 MW
System Size (AC)	5.00 MW
Inverter	SOLECTRIA XGI 1500-150/166 (150 kW) or equivalent: 32 qty SOLECTRIA XGI 1500-125/125 (Factory derated to 100 kW) or equivalent: 2 qty
Mounting System	Single-axis Tracker
Tilt Angle	±52 degrees
Array Azimuth	180 degrees

G. Regional, State, and Local Economics

The State of Maryland has adopted a renewable energy initiative with the aim of reducing reliance on traditionally-used nonrenewable energy generation systems. According to Maryland’s CARES, the Renewable Portfolio Standard (“RPS”) target for renewable energy was established at 25% by 2020, 50% by 2030, and 100% by 2040. This target also aims to reduce carbon emissions to zero by 2040.

The Applicant proposes a 5.0 MWAC (7.5130 MWDC) solar generation facility, which will support Maryland’s target for renewable energy generation and will increase the state’s current solar output. The photovoltaic station, as proposed, directly supports Maryland’s renewable energy initiative.

The National Renewable Energy Laboratory’s Jobs and Economic Development Impact (“JEDI”) models are used to estimate the economic impacts of energy generating facilities. According to the JEDI PV analysis, the construction and installation labor and related services are projected to create an estimated 37 jobs (76,960 person-years of employment) and will cost approximately \$8,339,430 while producing a value of approximately \$4,646,100 to the state and local economy. The continued operation and maintenance of the proposed facility is projected to create an estimated 2 permanent jobs (4,160 person-years of employment) and will cost approximately \$118,500 annually. During operation, the Project will generate \$83,500 annually in local revenue which includes taxes and return on investment to local investors. The Project will also result in an additional \$40,700 in annual induced economic impacts associated with anticipated changes in household spending resulting from economic activity associated with the Project.

H. Stability and Reliability of the Electric System

The Applicant has submitted a full interconnection application to Delmarva Power & Light (“DP&L”) and are awaiting technical feedback. The Project applied to the PSC for authorization to participate in the Community Solar Pilot Program. The Project has been assigned Subscriber Organization Number 22A2427330005661. The Applicant received a pre application report from

DP&L, which can help determine potential impacts on the grid and costs associated with the Project. In that report, DP&L provided high level information on distribution circuit voltage, circuit number, distance from the nearest substation, as well as circuit and substation capacity based on the proposed point of interconnection.

I. Major Electric System Upgrades

As noted in the pre-application report from DP&L, the MD0435 circuit along Ocean Highway has a voltage of 12.47kV. DP&L currently limits large DERs on existing 12.47kV circuits to 3MW. Based on this practice, the Applicant expects an express circuit will be run from the Project's POI along Ocean Highway to the substation. Based on recent experience in DP&L's territory in Delaware, the Project anticipates a design that utilizes as much existing infrastructure for this circuit as reasonably possible. Any additional information and/or impacts resulting from the Project will be identified in the project impact study that will occur after the submission of the interconnection application. This information has not been provided to the Applicant as of this report.

J. Planned Interconnection

As noted in the pre-application report from DP&L, the Pocomoke Substation associated with the Project is located 4.8 miles away and has adequate capacity to support the Project. The Pocomoke Substation is located south of the intersection of Clarke Avenue and McMichael Avenue in the Pocomoke City area. The interconnection is anticipated to utilize as much existing infrastructure as possible for an express circuit to the aforementioned substation.

IV. Environmental Information Requirements

A. Environmental Review Document

The Application must also address the impacts of the project on environmental resources. The Project has avoided all environmental constraints and it is expected that the Project will meet all applicable federal, state, and local environmental standards.

B. Environmental Review Document Inclusions

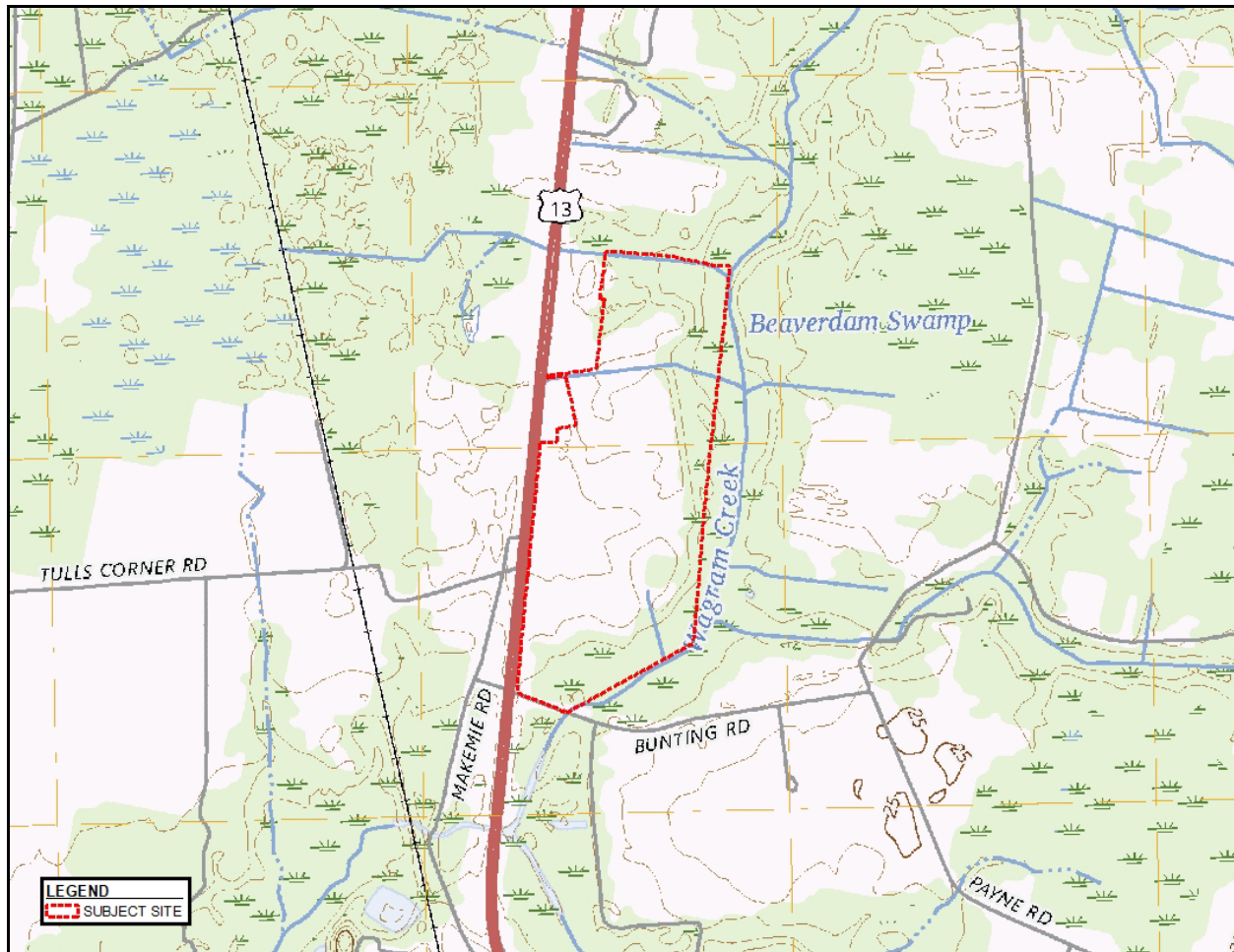
1. General Information

The subject site is located at 610 Ocean Highway in the Pocomoke area of Worcester County, Maryland. The subject site is identified on Tax Map 100 as Parcels 79 and 80. The approximate latitude and longitude coordinates of the center of the subject site are 38.01759°N and 75.54042°W, respectively. The majority of the topography of the subject is flat with a few steeply sloped areas. The subject site generally consists of open agricultural fields and wooded areas. The Site Location Map is included as **Figure 2**.

The current zoning designation for the subject site is A-1 (Agricultural District), C-2 (General Commercial District), and RP (Resource Protection District). The A-1 district is predominantly located in the eastern portion of the subject site is intended to preserve, encourage, and protect the county's farms and forestry operations and their economic productivity. The C-2 district is predominantly located in the western portion of the subject site in the vicinity of Ocean Highway

quality waters as defined in COMAR 26.08.02.04-1. The USGS Topographic Map is included as **Figure 3**.

Figure 3: USGS Topographic Map



GTA performed a wetland delineation for the subject site in November 2022 and August 2023. Three streams and six wetlands were identified within the subject site. Wagram Creek was identified within the southern portion of the subject site, continuing beyond the site to the southwest. Other wetlands and intermittent streams are predominantly located within the forested areas along the northern, southern, and eastern portions of the subject site. The Project will be located within the existing agricultural field on the subject site, and there are no impacts to streams, wetlands, 25-foot nontidal wetland buffers, or 100-year floodplains anticipated as a result of the development of the subject site. At the closest location, the solar modules will be 52 feet from the nearest nontidal wetland and 130 feet from the nearest stream channel. The Project was reviewed by Mr. Bill Seiger, Chief of the MDE Waterway Construction Division who confirmed that “no authorization under the waterway construction regulations is necessary.” Mr. David Haffner, Natural Resource Planner of the MDE Nontidal Wetlands Division also confirmed that the “[Project] will not require a NTWs (Nontidal Wetlands) permit from MDE.” Mr. Seiger’s and Mr. Haffner’s concurrence emails are included in **Appendix C**. Regulated

aquatic resources have been field located and are shown on the Wetland Delineation Plan included in **Appendix B**.

GTA performed a simplified forest stand delineation for the subject site in November 2022 and August 2023. The western portion of the subject site is comprised predominantly of agricultural fields. The subject site contains approximately 38.6 acres of forest, predominantly located in the northern, southern, and eastern portions of the subject site. The subject site contains eight specimen trees, which are located within the aforementioned forested areas. The limits of forest and locations of specimen trees were field located and are shown on the Forest Stand Delineation Plan included in **Appendix D**. The Project will be located within the existing agricultural field on the subject site, and at its closest location the LOD will be within 15 feet of the forest edge drip line. No impacts to forested areas or specimen trees are proposed. The Applicant will voluntarily comply with the County's forest conservation ordinance, and a copy of the completed forest conservation worksheet is provided in **Appendix E**.

The Applicant submitted Project review inquiries to the Maryland Department of Natural Resources ("MD DNR") and the United States Fish & Wildlife Service ("USFWS") to determine if the Project would impact sensitive species, and responses received from these agencies confirmed that the Project would not impact rare, threatened, endangered, candidate, or proposed sensitive species (see **Appendix G and H**). The Maryland Historical Trust ("MHT") also confirmed that there are no historical properties that would be affected by this Project. A copy of this response is included in **Appendix L**.

No impacts to tidal or nontidal aquatic resources, forest resources, threatened or endangered species, or other environmentally sensitive resources are anticipated as a result of the development of the subject site. Air quality and noise effects are temporary and are associated with the construction phase of the Project. As a result, no mitigation or minimization techniques were considered for the Project.

The Project will comply with all federal, state, and local environmental regulatory requirements as applicable. Based on this analysis, the Project is expected to accomplish this requirement.

2. Air Quality

a. Compliance with Air Quality Standards

i. Compliance with State or Federal Ambient Air Quality Standards

The USEPA and MD DNR regulate air quality in Maryland. The CAA (42 USC 7401-7671), as amended, gives the USEPA the responsibility to establish the primary and secondary NAAQS (40 CFR Part 50) that set acceptable concentration levels for seven criteria pollutants: particulate matter (PM) less than 10 microns (PM₁₀), particulate matter less than 2.5 microns (PM_{2.5}), sulfur dioxide (SO₂), carbon monoxide (CO), oxides of nitrogen (NO_x), ozone (O₃), and lead (Pb). Short-term standards (i.e., 1-, 8-, and 24-hour periods) have been established for pollutants contributing to acute health effects, while long-term standards (i.e., annual averages) have been established for pollutants contributing to chronic health effects. Each state has the authority to adopt standards stricter than those established under the federal program.

ii. Compliance with State or Federal Emission Standards and Performance Standards

This Project and photovoltaic stations in general do not emit air pollutants and, as a result, standards, provisions, and requirements are not applicable for the Project. Air quality effects during the construction of the photovoltaic station will be associated with fugitive dust due to earthwork and carbon emissions due to the use of heavy machinery. These effects will generally be minor and temporary, and should not significantly impact short- or long-term ambient air quality for the subject site or adjacent properties.

iii. Compliance with Federal New Source Performance Standards

The provisions of COMAR 26.11 are not applicable to the Project. Further, State and Federal emissions standards, ambient air quality standards, Federal new source performance standards, and Federal emission standards for hazardous air pollutants are also not applicable.

iv. Compliance with Federal Emission Standards for Hazardous Air Pollutants

State and Federal emissions standards, ambient air quality standards, Federal new source performance standards, and Federal emission standards for hazardous air pollutants are also not applicable.

v. Prevention of Significant Deterioration and New Source Review Provisions

Federal new source performance standards are not applicable.

iv. Requirements to Obtain Emission Offsets, Allowances, and Reduction Credits

State and Federal emissions standards, ambient air quality standards, Federal new source performance standards, and Federal emission standards for hazardous air pollutants are also not applicable.

b. Impact on Prevention of Significant Deterioration Areas and Existing Nonattainment Areas

The Project will have no impact on any attainment or nonattainment areas of the state.

c. Regulations Relating to COMAR 26.11

The provisions of COMAR 26.11 are not applicable to the Project.

The Avoided Emissions and generation Tool (“AVERT”) is a web-based tool provided by the United States Environmental Protection Agency (“USEPA”) used to estimate the change in emissions based on various energy policy scenarios. Users can analyze emission reduction scenarios for the contiguous 48 states, and the AVERT model calculates outputs based on 14 regions which represent electricity markets. The model inputs were based on the Project located in Maryland, which is within the larger Mid-Atlantic AVERT region. The Mid-Atlantic region includes Delaware, the District of Columbia, Maryland, New Jersey, Ohio, Pennsylvania, Virginia, and West Virginia; as well as portions of Illinois, Indiana, Kentucky, Michigan, North Carolina, and Tennessee. The energy scenario inputs were based on a 5.0 MW utility-scale solar photovoltaic total capacity to calculate the energy impacts, and the results are shown in **Table 3** and **Table 4**.

Table 3: Regional Annual Energy General Emission Changes

MODEL PARAMETER	ORIGINAL	POST CHANGE	CHANGE
Generation (MWh)	476,113,790	476,104,030	-9,760
<i>Total Emissions from Fossil Generation Fleet</i>			
SO ₂ (lb)	347,094,670	347,088,160	-6,510
NO _x (lb)	227,254,370	227,248,590	-5,780
Ozone season NO _x (lb)	86,634,950	86,632,290	-2,660
CO ₂ (tons)	312,476,770	312,469,980	-6,780
PM _{2.5} (lb)	37,187,760	37,186,900	-860
VOCs (lb)	7,422,320	7,422,110	-210
NH ₃ (lb)	8,756,650	8,756,370	-280
<i>AVERT-derived Emission Rates:</i>	<i>Average Fossil</i>		<i>Marginal Fossil</i>
SO ₂ (lb/MWh)	0.729		0.667
NO _x (lb/MWh)	0.477		0.592
Ozone season NO _x (lb/MWh)	0.400		0.557
CO ₂ (tons/MWh)	0.656		0.695
PM _{2.5} (lb/MWh)	0.078		0.088
VOCs (lb/MWh)	0.016		0.021
NH ₃ (lb/MWh)	0.018		0.029

Table 4: Maryland Annual Energy General Emission Changes

MODEL PARAMETER	CHANGE
SO ₂ (lb)	-300
NO _x (lb)	-260
CO ₂ (tons)	-370
PM _{2.5} (lb)	-30
VOCs (lb)	-30
NH ₃ (lb)	-20

The AVERT model estimated that a new 5.0 MW utility-scale solar PV system in Maryland would reduce annual CO₂ emissions in Maryland by 370 tons per year. Over the projected 35-year lifespan of the Project, this would equate to a 12,950-ton reduction in CO₂ emissions in Maryland. Regionally, the 5.0 MW utility-scale solar PV system would reduce annual CO₂ emissions by 6,780 tons. Over the projected 35-year lifespan of the Project, this would equate to a 237,300-ton reduction in CO₂ emissions regionally.

3. Water Quality and Appropriation

a. Water Supply Demand

Water demand or consumption is not anticipated during operation of the Project because the site will be operated remotely. Water may be needed during site construction, but this would be provided from portable tanks, if necessary. The Project will not require municipal, surface water, or groundwater for construction or operation.

b. Reduction of Water Supply Demand

No significant impacts to water supply demands are anticipated as a result of the development of the subject site.

c. Construction Dewatering Needs and Estimated Amounts

According to the NRCS Web Soil Survey, approximately 63.7% of the Project area is located with the Hambrook sandy loam, 0-2% soil map unit which has a 44-inch average depth to water table. Twenty percent of the Project area is within the Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area soil map unit which has an average water table depth of 24 inches. The installation of underground electrical cabling is exempt from the requirements defined in MDE's Notice of Exemption to Appropriate and Use Waters of the State Application.

d. Affected Streams, Nontidal Wetlands, Watersheds, and Aquifers

GTA performed a wetland delineation for the subject site in November 2022 and August 2023. Three streams and six wetlands were identified within the subject site. Wagram Creek was identified within the southern portion of the subject site, continuing beyond the site to the southwest. The subject site generally drains to the south towards Wagram Creek. In the vicinity of the subject site, Wagram Creek is classified in COMAR 26.08.02.08 as designated use "Class I: Water Contact Recreation, and the Protection of Nontidal Warmwater Aquatic Life." The remaining wetlands and intermittent streams are predominantly located within the forested areas along the northern, southern, and eastern portions of the subject site. There are no impacts to wetlands or streams anticipated as a result of the development of the subject site. At the closest location, the solar modules will be 52 feet from the nearest nontidal wetland and 130 feet from the nearest stream channel. As stated above, the Project has been reviewed by representatives from MDE's Waterway Construction Division and Nontidal Wetlands Division who confirmed that wetland and waterway permitting will not be required for the Project (see **Appendix C**). Wetlands and streams have been field located and are shown on the Wetland Delineation Plan included in **Appendix B**.

e. Tier II Waters

The subject site does not contain Maryland Tier II high-quality waters as defined in COMAR 26.08.02.04-1. The Little Mill Creek 1 Tier II watershed is located approximately 2.5 miles northeast of the subject site, upslope from the Project location. Therefore, no impacts to Tier II waters are anticipated as a result of the development of the subject site.

f. Maryland Scenic and Wild Rivers

The following nine rivers have officially been designated as “scenic” by the Maryland General Assembly (“MGA”): Anacostia, Deer Creek, Monocacy, Patuxent, Pocomoke, Potomac (Frederick and Montgomery Counties), Severn, Wicomico-Zekiah, and Youghiogheny. In the vicinity of the subject site, the Pocomoke River is designated as “scenic” by the MGA. The subject site generally drains to the south towards Wagram Creek. Wagram Creek contributes to the Pocomoke River approximately 5.1 miles southwest of the subject site. Implementation and proper maintenance of erosion and sediment control and stormwater management practices along with strict adherence to site-specific erosion and sediment control plans will minimize the potential for impacts to the Pocomoke River to occur. According to Ms. Carrie Lhotsky, Associate Director of the MD DNR Grants, Easements, and Stewardship Program, “...the proposed photovoltaic energy generating facility at 610 Ocean Highway in Pocomoke City, Worcester County, MD has no adverse impacts on the scenic quality of the Pocomoke River.” (Concurrence email provided in **Appendix F**)

g. Impact to Other Water Users

No impacts to other water uses are anticipated as a result of the development of the subject site. As a utility scale solar project, there is no need for the use of freshwater resources, and a reduction in the water supply demand is not anticipated. COMAR 26.17.02 establishes the regulations governing stormwater management for development and redevelopment.

It is assumed that there will not be a need to utilize water during construction. If water is needed to control dust, the Applicant will utilize water provided by a tanker truck.

h. Mitigation and Minimization Techniques

Maryland regulations require that environmental site design (“ESD”) principles be used to the maximum extent practicable to control stormwater from new development. ESD is defined in the Stormwater Management Act of 2007 as “using small-scale stormwater management practices, nonstructural techniques, and site planning to mimic natural hydrologic runoff characteristics and minimize the impact of land development on water resources.” These practices target to maintain predevelopment runoff characteristics to replicate woods in good hydrologic condition.

The Project will be designed to integrate ESD for stormwater management in accordance with *The 2000 Maryland Stormwater Design Manual, Chapter 5, Supplement 1*. Impervious surfaces for the Project will be limited to the access drive, pads for the inverters, and piers to support the racking system. The Project will utilize nonstructural rooftop disconnection practices for stormwater management, which involves directing stormwater into vegetated areas.

No impacts to aquatic resources are anticipated as a result of the development of the subject site. As a result, no mitigation or minimization techniques were considered for the Project.

i. Water Use and Appropriation

The Project should not require water uses during the construction phase of the Project for any purpose other than dust control (if needed). The completed Project will be unmanned and water uses will therefore be either intermittent or not required. It is assumed that regular precipitation events will prevent regular manned cleanings of solar arrays. The provisions of COMAR 26.17.06.07 and COMAR 26.17.07 are therefore not applicable to the Project. Occasional water for quarterly/semi-annual cleaning may be required.

4. Description of Effect on State or Private Wetlands

a. Public Health and Welfare

The Project does not propose the generation of significant terrestrial, airborne, or waterborne pollutants, or noise disturbances. As a result, no impacts to public health and welfare are anticipated as a result of the development of the subject site.

b. Marine Fisheries

According to the MD DNR (**Appendix G**) and USFWS wildlife review (**Appendix H**), there are no refuge lands or fish hatcheries within the project area, and no project-specific requirements to protect marine fisheries were provided by the agencies. The nearest estuarine and otherwise tidally-influenced features are located approximately 4.6 miles west of the subject site and are associated with the Pocomoke River. Implementation and proper maintenance of erosion and sediment control and stormwater management practices along with strict adherence to site-specific erosion and sediment control plans will minimize the potential for impacts to marine fisheries to occur. As a result, no impacts to marine fisheries are anticipated as a result of the development of the subject site.

c. Shell Fisheries

According to the MD DNR (**Appendix G**) and USFWS wildlife review (**Appendix H**), there are no refuge lands or fish hatcheries within the project area, and no project-specific requirements to protect shell fisheries were provided by the agencies.. The nearest MDE approved shellfish harvesting areas exist approximately 3.8 miles northwest of the subject site and are associated with the Pocomoke River. Implementation and proper maintenance of erosion and sediment control and stormwater management practices along with strict adherence to site-specific erosion and sediment control plans will minimize the potential for impacts to approved shellfish harvesting areas within the Pocomoke River to occur. As a result, no impacts to shell fisheries are anticipated as a result of the development of the subject site.

d. Wildlife

According to the MD DNR (**Appendix G**) and USFWS wildlife review (**Appendix H**), no impacts to rare, threatened, or endangered species are anticipated as a result of the development

of the subject site. The Project does not otherwise anticipate significant impacts to wildlife habitat.

e. Protection of Life and Property

No impacts to state or private wetlands, or significant changes to features that would otherwise serve as protection for flood, hurricane, or other natural disasters are anticipated as a result of the development of the subject site. The complete destruction of the photovoltaic station as a result of natural disaster would not release hazardous or otherwise harmful substances, and would have no adverse impact on surrounding property or life.

f. Mitigation and Minimization Techniques

No impacts to state or private wetlands are anticipated as a result of the development of the subject site. No mitigation or minimization techniques were considered for the Project.

g. Use of State or Private Tidal Wetlands

No use of state or private tidal wetlands are anticipated as a result of the development of the subject site. The provisions of COMAR 26.23 for the use of nontidal wetlands do not apply to the Project. The provisions of COMAR 26.24 for the use of state or private tidal wetlands, waterways, or floodplains do not apply to the Project.

5. Impacts to Tier II Streams

The subject site does not contain Maryland Tier II high-quality waters as defined in COMAR 26.08.02.04-1. The Little Mill Creek 1 Tier II watershed is located approximately 2.5 miles northeast of the subject site, upslope from the Project location. Therefore, no impacts to Tier II waters are anticipated as a result of the development of the subject site.

6. Waste Handling

During the construction phase of the Project, minimal waste will be generated and will generally be associated with packaging materials for delivered mounting, framing, and array components. Generated construction waste will be collected by the contracting company and will be disposed of at an approved waste handling and disposal facility. Following the construction phase of the Project, minimal to no waste is anticipated to be generated as a result of the operation and maintenance of the Project. Generated operational and maintenance waste will be collected by the maintenance team and will be disposed of in the aforementioned fashion.

Waste associated with decommissioning of the Project will be handled in accordance with a Decommissioning Plan approved by the Commission pursuant to PPRP's standard licensing condition. Upon decommissioning, the land will be restored to a substantially similar condition to its current condition. The Decommissioning Plan will be secured via a surety bond or similar surety to the State of Maryland to ensure that decommissioning costs are not borne by the County and/or State at the end of the useful life of the Project. The Decommissioning Plan will include provisions for the safe removal and proper disposal of all components of the Project, including any components with rare/valuable materials, as well as components containing hazardous/toxic materials. The Decommissioning Plan shall maximize the extent of component

recycling and reuse, where possible, and ensure all components are managed in accordance with applicable federal, State, County, and local requirements. The Decommissioning Plan will be approved by the PSC pursuant to PPRP's standard decommissioning licensing condition.

V. Natural Resources Requirements

A. Natural Resources Information

The Application must also address the impacts of the project on the State's natural resources.

B. Natural Resources Information Inclusions

1. Forest Stand Delineation and Forest Impacts

GTA performed a simplified forest stand delineation for the subject site in November 2022 and August 2023. The western portion of the subject site is comprised predominantly of agricultural fields. The subject site contains approximately 38.6 acres of forest, predominantly located in the northern, southern, and eastern portions of the subject site. The subject site contains eight specimen trees, which are located within the aforementioned forested areas. The limits of forest and locations of specimen trees were field located and are shown on the Forest Stand Delineation Plan included in **Appendix D**. As previously indicated, the Applicant will voluntarily comply with the County's forest conservation ordinance, and a copy of the completed forest conservation worksheet is provided in **Appendix E**.

The Project will be located within the existing agricultural field on the subject site, and at its closest location the LOD will be within 15 feet of the forest edge drip line. No impacts to forested areas or specimen trees are proposed. No mitigation or minimization techniques were considered for the Project.

2. Rare, Threatened, and Endangered Species

According to a September 26, 2023 response letter from Ms. Lori Byrne, Environmental Review Coordinator for the MD DNR, Wildlife and Heritage Service, "The Wildlife and Heritage Service has no official records for State or Federal listed, candidate, proposed, or rare plant or animal species within the project area shown on the map provided. As a result, we have no specific concerns regarding potential impacts to such species or recommendations for protection measures at this time." A copy of the MD DNR response letter is included as **Appendix G**.

According to the USFWS Chesapeake Bay Field Office online project review process, the endangered northern long-eared bat (*Myotis septentrionalis*) and the candidate monarch butterfly (*Danaus plexippus*) have the potential to occur within the Project site. According to the Northern Long-eared Bat Rangewide Determination Key, the Project is consistent with a determination of "not reasonably certain to cause incidental take of the northern long-eared bat." The monarch butterfly is a candidate species and is not yet listed or proposed for listing. There are no Section 7 of the Endangered Species Act of 1973 requirements associated with candidate species. A copy of the USFWS online project review documentation is included as **Appendix H**.

According to the MD DNR and USFWS wildlife review, no impacts to rare, threatened, or endangered species are anticipated as a result of the development of the subject site. No mitigation or minimization techniques were considered for the Project.

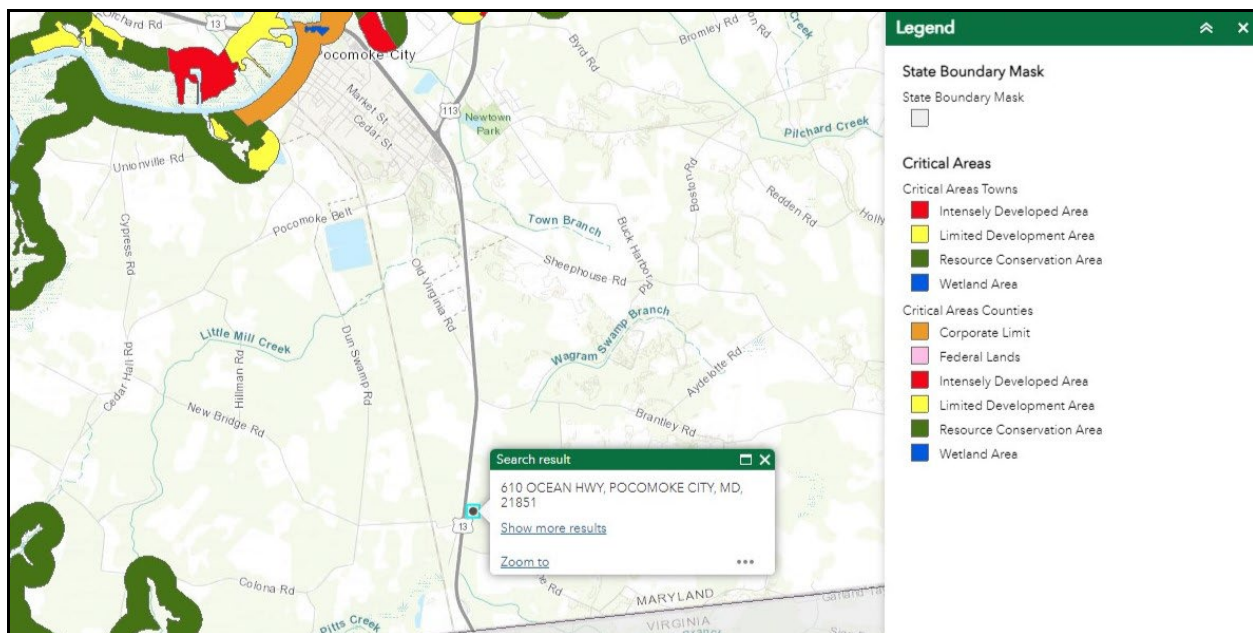
3. Phase I Environmental Site Assessment

A Phase I ESA, prepared in accordance with the ASTM standard E1527, was performed for the project site in October 2023. According to the *Report of Phase I Environmental Site Assessment for 610 Ocean Highway*, prepared by GTA, dated October 9, 2023, the assessment revealed no recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the subject property. The subject property was not identified as a site of known environmental concern or regulation in an environmental regulatory database report. Additionally, no aboveground storage tanks, underground storage tanks, groundwater monitoring wells, or similar environmental concerns were identified in associated with the subject property. A copy of the Phase I ESA is included as **Appendix I**.

4. Critical Area

The subject site is not located within the Chesapeake Bay Critical Area (“CBCA”), and is not subject to COMAR 27.01, 27.02, or 27.03 regulations and requirements. An exhibit depicting the location of the subject site in relation to the existing CBCA is included as **Figure 4**.

Figure 4: Chesapeake Bay Critical Area Map



5. Utility-scale Photovoltaic Stations

The subject site is not located within the CBCA, and is not subject to COMAR 27.01 regulations and requirements.

6. Potential Noise Impacts From Construction and Operation

a. Sound Power Levels Associated with Noise-Generating Sources

The federal government established noise guidelines and regulations for the purpose of protecting citizens from potential hearing damage and from various other adverse physiological, psychological, and social effects associated with noise. According to the US Army, the FAA, and US DHUD criteria, noise guidelines and regulations for residential units and other noise-sensitive land uses are “clearly unacceptable” in areas where the DNL noise exposure exceeds 75 dBA, “normally unacceptable” in regions exposed to noise between 65 and 75 dBA, and “normally acceptable” in areas exposed to noise levels of 65 dBA or less. FICAN developed land use compatibility guidelines for noise in terms of DNL. For outdoor activities, the USEPA recommends a DNL of 55 dBA as the sound level below which there is no reason to suspect that the general population would be at risk from any of the effects of noise.

According to the provisions of COMAR 26.02.03.02, the daytime environmental noise levels are not to exceed: 75 dBA for industrial land uses; 67 dBA for commercial land uses; and, 65 dBA for residential land uses. Nighttime environmental noise levels are not to exceed: 75 dBA for industrial land uses; 62 dBA for commercial land uses; and, 55 dBA for residential land uses. Environmental noise levels emanating from construction or demolition site activities are not permitted to exceed 90 dBA during daytime hours, or 75 dBA during nighttime hours. Daytime hours are between 7AM and 10PM. Nighttime hours are between 10 PM and 7 AM.

Building demolition and construction work can cause an increase in sound that is well above the ambient level. A variety of sounds are emitted from loaders, trucks, pavers, and other work equipment. Construction equipment usually exceeds the ambient sound levels by 20 to 25 dBA in an urban environment, and up to 30 to 35 dBA in a quiet suburban area. Noise, however, generally attenuates by 6 dBA with each doubling of distance from a point source such as concrete mixers or generators, or by 3 dBA with each doubling of distance from a line source, such as construction-related truck traffic. **Table 5** presents a list of construction equipment that may be used for the development of the Project and the associated noise levels that may result from their use. The use of this equipment, and subsequent noise disturbances, would be temporary and would be associated with the construction phase of the Project. Forested areas are located along the northern, southern, and eastern portions of the subject site, and are generally considered to be effective noise buffers.

Table 5: Noise Level Ranges of Typical Construction Equipment

CONSTRUCTION EQUIPMENT	NOISE LEVELS (dBA) AT 50 FEET
Trucks	82-95
Cranes (moveable)	75-88
Cranes (derrick)	86-89
Vibrator	68-82
Saws	72-82
Pneumatic Pump Equipment	83-98
Jackhammer	81-98
Pumps	68-72
Generators	71-83

CONSTRUCTION EQUIPMENT	NOISE LEVELS (dBA) AT 50 FEET
Compressors	75-87
Concrete Mixers	75-88
Concrete Pumps	81-85
Front Loader	73-86
Back Hoe	73-95
Pile Driving (peaks)	95-107
Tractor	77-98
Scraper/Grader	80-93
Paver	86-88

Source: USEPA. 1971. Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances.

Note: Construction equipment equipped with noise control devices (e.g., mufflers) and use of sound barriers would be expected to result in lower noise levels than shown in this table.

Noise during normal site operations will be generated by electrical equipment, namely from inverters and transformers. The proposed Solectria XGI 1500-150/166 (or equivalent) inverters have a noise rating of 73 dBA at 1 meter, and 67 dBA at 3 meters. The manufacturer’s product datasheet and specifications is included in **Appendix J**. These sound levels should have a low impact on noise during operation and are comparable to a vacuum cleaner at 10 feet, and would be inaudible at 50 to 150 feet away from the project. The existing undisturbed forested areas north and east of the Project, and evergreen landscape buffer will further reduce noise transmission.

b. Closest Noise Reception Locations

The closest noise receptor is an existing commercial business located is north of the proposed site access road, approximately 750 feet from the northern inverter pad. The closest sensitive noise receptor is a residential property located west of Ocean Highway, approximately 870 feet from the southern inverter pad. The noise levels at these distances will below the levels described above, and no impacts to noise receptors are anticipated.

7. Geotechnical Information

The subject site is located within the Coastal Plain region of Maryland. Areas within the Coastal Plain region are generally classified as having moderate to well-drained soils. Water is generally able to move freely from the soil into the parent material through intergranular pores with minor channelization along macropores, joints, and fractures. Higher infiltration capacity in this region generally results in lower surface runoff quantities and erosion rates. The sediments of the Coastal Plain region generally dip eastward at low angle, generally less than one degree, and range in age from Triassic to Quaternary. A thin layer of Quaternary gravel and sand covers the older formations throughout much of the region.

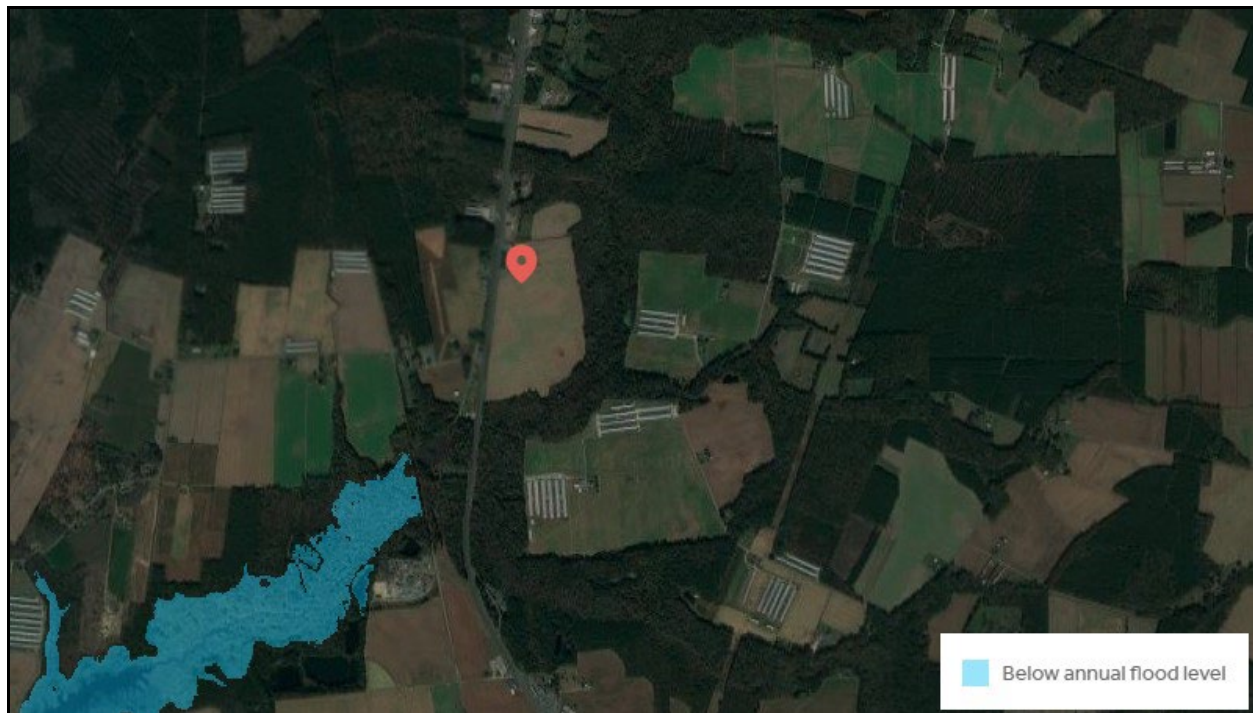
GTA performed a geotechnical evaluation for the Project consisting of borings, resistivity testing, soil classification, and laboratory testing. Twenty Standard Penetration Test borings were advanced to depths of approximately 20 to 25 feet below existing grades, and soil samples were collected at these borings. Based on the results of the geotechnical evaluation, it is GTA’s opinion that the Project is feasible at the proposed location. The report includes recommendations for driven steel pile foundations for the racking equipment, driven to depths of 15 to 18 feet below ground surface.

The natural soils are considered suitable for support of below grade utilities; however, GTA recommends a minimum 6-inch-thick granular bedding to provide uniform support where wet or plastic soils are encountered at the subgrade and as dictated by site conditions. Where HDPE or PVC pipe is used, GTA recommends that stone bedding materials and stone backfill be used to one foot above the pipe crown. The Geotechnical Report is included in **Appendix K**.

8. Sea Level Rise Projections

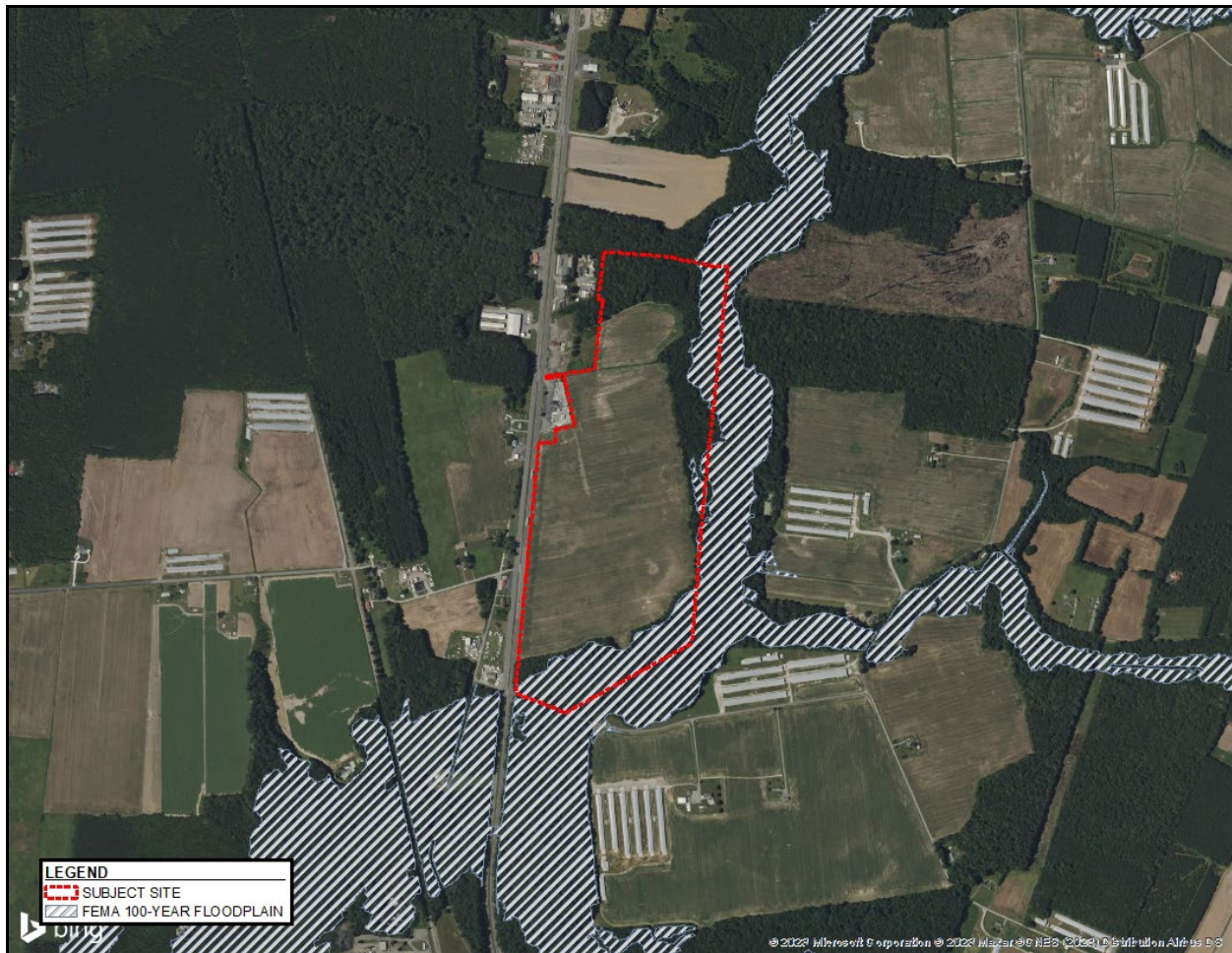
According to the Climate Central Land Projected to be Below Annual Flood Level in 2050 mapping application, the subject site is not within annual flood level areas projected for the year 2050. The Climate Central map for the subject site is included as **Figure 5**.

Figure 5: Climate Central 2050 Annual Flood Level Map



According to FEMA FIRM number 24047C0345H, effective July 16, 2015, areas of mapped 100-year floodplain are located within the eastern and southern portions of the subject site. The proposed location of the photovoltaic station is situated outside of areas of mapped 100-year floodplain. An exhibit depicting the limits of mapped FEMA 100-year floodplain is included as **Figure 6**.

Figure 6: FEMA 100-year Floodplain Map



VI. Socioeconomic Information

B. Socioeconomic Information Inclusions

1. Socioeconomic Effects Summary

The Applicant believes that the construction and operation of the Project will not adversely impact socioeconomic resources. Environmental constraints for the Project were identified and avoided. A summary of each socioeconomic resource and effect is included in the following sections.

2. Historic and Archeological Resources

According to the MHT Maryland's Cultural Resource Information System Medusa database, there are no MHT Preservation Easements, areas designated on the National Register of Historic Places, areas designated on the Maryland Inventory of Historic Properties, or areas pending submittal to the Maryland Inventory of Historic Properties within, or in the vicinity of, the subject site. According to a response from MHT, dated October 10, 2023, MHT has determined

that no historic properties will be affected by the Project. A copy of the MHT response is included in **Appendix L**.

Furthermore, there are no existing buildings or other structures present with the subject site and, as such, there are no current plans to demolish or rehabilitate buildings or structures. For this reason, this document does not include any labeled photographs of buildings and structures within the subject site (COMAR 20.79.03.04). According to historic aerial imagery provided by Environmental Title Research and the National Agricultural Imagery Program, the western and southern portions of the subject site appear to consist of agricultural lands, and the northern and eastern portions of the subject site appear to consist of forested areas, as far back as 1958.

3. Agricultural Resources

According to the USDA Soil Data Access Prime and other Important Farmlands, the subject site contains mapped soil areas that are considered prime and otherwise important farmlands. A summary of the mapped soil units and their farm class is included as **Table 6**. An exhibit depicting areas of prime farmland and farmland of statewide importance is included as **Figure 7**.

There are no conservation easements on the subject site.

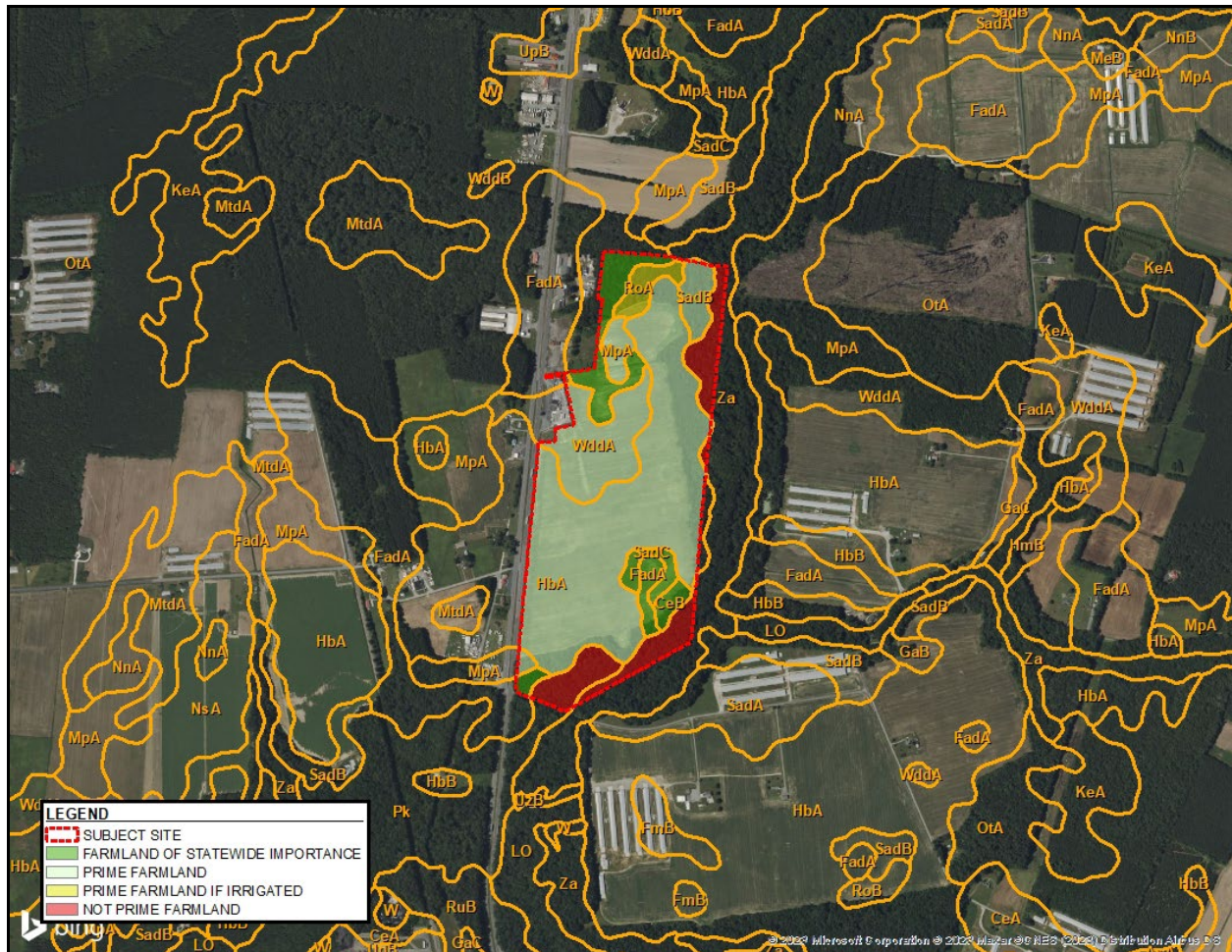
Approximately 1,561,933 square feet (35.9 acres) of the subject site are within the LOD for the Project. This accounts for approximately 29.5% of the 5,292,925-square-foot (121.5-acre) total site area and approximately 33.9% of the 4,612,193 square feet (105.9 acres) of areas of prime farmland and farmland of statewide importance that will be taken out of potential agricultural production. The agricultural land on-site is currently being used for row crop production. A wetland evaluation was performed for the subject site in November 2022 and August 2023. In November 2022, the field scientist observed evidence of recently-harvested corn (*Zea mays*) occupying the agricultural portions of the subject site. In August 2023, the field scientist observed predominantly soybean (*Glycine max*) occupying the agricultural portions of the subject site. Additional areas of prime farmland are located within the forested areas in the northern, southern, and eastern portions of the subject site.

Table 6: Mapped Soil Units and Farm Class

SYMBOL	NAME/DESCRIPTION	HYDRIC SOIL	FARM CLASS
CeB	Cedartown-Rosedale complex, 2-5% slopes	No	Farmland of statewide importance
FadA	Fallsington sandy loams, 0-2% slopes, Northern Tidewater Area	Yes	Farmland of statewide importance
HbA	Hambrook sandy loam, 0-2% slopes	No	All areas are prime farmland
MpA	Mattapex fine sandy loam, 0-2% slopes	Yes	All areas are prime farmland
OtA	Othello silt loams, 0-2% slopes, Northern Tidewater Area	Yes	Farmland of statewide importance
Pk	Puckum muck, frequently flooded	Yes	Not prime farmland
RoA	Rosedale loamy sand, 0-2% slopes	No	Prime farmland if irrigated

SadB	Sassafras sandy loam, 2-5% slopes, Northern Tidewater Area	No	All areas are prime farmland
SadC	Sassafras sandy loam, 5-10% slopes, Northern Tidewater Area	No	Farmland of statewide importance
WddA	Woodstown sandy loam, 0-2% slopes, Northern Tidewater Area	Yes	All areas are prime farmland
Za	Zekiah sandy loam, frequently flooded	Yes	Not prime farmland

Figure 7: Prime Farmland and Farmland of Statewide Importance



4. Public Safety and Transportation

a. Fire Safety and Emergency Vehicle Traffic Plans

The Project will provide proper access for emergency and fire equipment, including access lanes to inverters, transformers, and switchgear with widths suitable to accommodate emergency vehicles consistent with State Fire Marshal and local emergency access standards. Maintained grass drive aisles will be located through the interior of the Project, and around the perimeter of the Project, to allow for emergency access. A fire protection plan, including identification of key Project elements, will be prepared in coordination with local emergency responders regarding the various design elements.

b. Transportation Information

Public safety and transportation will predominantly be affected during the construction phase of the Project, at which point equipment will be mobilized to the subject site. During the construction of the Project, regular deliveries will be shipped to the site via tractor-trailer, flatbed trailers, and other trucking equipment types as necessary. Additional vehicles and site traffic will be required to regularly access the site, including the contractors' personal vehicles. The project will include staging areas that will allow enough space for personal vehicle parking, as well as temporary delivery vehicle parking and offloading.

The site entrance will be located along Ocean Highway (US Route 13). During the operation and maintenance phase of the Project, there will be limited vehicular traffic to and from the site. Vehicular traffic will predominantly be associated with vegetation maintenance crews, as well as quarterly to yearly solar array maintenance and any emergency operational maintenance that may occur. If water is needed to control dust, the Applicant will utilize water provided by a tanker truck.

During Project construction, the Applicant will ensure the EPC contractor adopts appropriate safety standards, schedules deliveries during appropriate times giving consideration to school bus pick-up/drop-off times and identifies an appropriate route for construction traffic and deliveries.

Pursuant to standard CPCN conditions, the Applicant will prepare a traffic management plan to detail procedures that will minimize impacts to traffic and emergency services. An access permit will be acquired from the State Highway Administration, and conditions placed on this approval will be followed. The Applicant will monitor any damage to public roadways resulting from the construction or operation of the Project. If any damage occurs, it will be repaired by the Applicant based on State or local specifications.

c. Proximity to Nearby Airports

According to AirNav.com, there are eight airports within 10 miles of the Project. These airports are summarized in Table 7.

Table 7: Proximity of the Project to Nearby Airports

AIRPORT ID	CITY	AIRPORT NAME	DISTANCE AND BEARING
MD00	Pocomoke City, MD	Fair's, Airport	1.8 nm N
7MD7	Pocomoke, MD	Boomers Field Airport	2.2 nm SW
VG19	New Church, VA	Sawyer Airport	2.9 nm SW
MD57	Pocomoke City, MD	Beverly Airport	3.7 nm W
WAL	Wallops Island, VA	Wallops Island Facility Airport	5.8 nm SE
VA41	Withams, VA	High Hopes Airport	5.9 nm SSW
2MD0	Marion, MD	Anderson Farm Airport	7.9 nm WNW
48MD	Princess Anne, MD	Le Champ Airport	9.8 nm NW

d. Federal Aviation Administration and Maryland Aviation Administration Mitigation

The Applicant consulted the FAA for their review of the Project and requested an official aeronautical study. FAA determined the Project is not a hazard to air navigation. Copies of these documents are included in **Appendix M**.

The Applicant consulted the MAA for their review of potential glare impacts associated with the Project. MAA's review determined the Project does not penetrate any imaginary surfaces to a public-use airport licensed by the Administration and is not an obstruction or hazard to air navigation, in accordance with COMAR 11.03.05 (see **Appendix N**).

e. Radiofrequency or Thermal Impacts

Impacts to communication systems and military operations are not anticipated by the Project. The nearest active federal facility is the U.S. Coast Guard Station in Crisfield approximately 17 miles west of the project.

C. Visual Impact

The Applicant proposes to surround the western and southern perimeter of the Project with a planted vegetative buffer. The buffer will consist of evergreen trees planted 10-foot on-center in a meandering pattern. The trees will have a height of approximately 6 feet at initial planting and are expected to grow to a maximum height of 12 to 15 feet. Areas to the north and east will be buffered by existing vegetation and woodlands. Renderings depicting the buffering and viewshed of the project from several locations adjacent to the project are included as **Appendix O**.

A Reflective Glare Analysis was performed by Barrett Energy Resources Group in October 2023. According to the *Glare Study, Solar PV Project, Ocean Highway, Pocomoke, Maryland*, prepared by BERG, dated October 13, 2023, the Solar Glare Hazard Analysis Tool ("SGHAT"), which was developed by the FAA, was used to assess glare on motorist receptors and on nearby businesses and residences. According to the RGA, "[e]xisting trees to the east of the project prevent potential glare when the panels are in the resting position at sunrise. In addition, potential glare during sunset is avoided due to the panels reaching a maximum angle of 52° in the evening and directing sunlight above the receptors. To mitigate potential glare on motorists traveling east along Tulls Corner Road, the Applicant is proposing landscape screening along a southern segment of the western boundary of the project." As a result, the Project registered no glare on any of the receptors analyzed. A copy of the RGA is included as **Appendix P**.

D. Vegetation Management

The construction of the Project will include the installation of standard support structures for ground-mounted panels. As a result, little earthwork will be required for the establishment of the station. Minor grading will be required for equipment areas and the establishment of a site access road. The equipment areas and site access road are the only areas of proposed permanent impervious cover within the subject site, totaling 27,340 square feet (0.6 acres). This accounts for approximately 0.5% of the 5,292,925-square-foot (121.5-acre) subject site.

The Applicant intends to incorporate standard vegetation management practices for the Project and will apply for the Pollinator-Friendly Solar Designation pursuant to COMAR 08.13.02. A *Vegetation Management Plan* has been prepared for the Project to detail how the site will be vegetated and maintained throughout the life of the Project.

According to the *Vegetation Management Plan (Appendix Q)*, greater than 75 percent of the facility will be seeded with a native grassland seed mix which will be pesticide-free local ecotypes. Additionally, pollinator gardens will be established in the shade management zones and designated planting areas which will encompass at least 16% of the Project area. Commercially-available native pollinator seed mixes will be utilized and supplemented with additional wildflower species recommended by the USDA. Species will be selected to bloom across spring, summer, and fall to support pollinators and ground-nesting wildlife species. Accordingly, the Project will not incorporate agrivoltaics. A copy of *Maryland's Initial Solar Site Pollinator Habitat Planning and Assessment Scorecard* is included as **Appendix R**.

The Applicant also intends to incorporate follow-up maintenance, as needed, to control weeds and invasive species. During the mobilization and construction phases of the Project, crews will make efforts to avoid introducing noxious weeds in organic matter transported to the site. Construction equipment should also be cleaned frequently to avoid transporting noxious plant material. Disturbed areas should also be seeded with native species promptly after construction to suppress noxious weeds. Straw, mulch, and construction materials should also be sourced from reputable local vendors that can ensure these materials are weed free to the maximum extent practicable. The Applicant will prepare and abide by the vegetation management plan detailing ground management, weed control, and pollinator habitat management. Noxious weeds and invasive plant species will be removed by mowing and digging when feasible, and spot treated with herbicides following a species-specific treatment approach outlined in the *Vegetation Management Plan*.

E. Effects on Local Economy

The state of Maryland has adopted a renewable energy initiative with the aim of reducing reliance on traditionally-used nonrenewable energy generation systems. According to Maryland's CARES, the RPS target for renewable energy was established at 25% by 2020, 50% by 2030, and 100% by 2040. This target also aims to reduce carbon emissions to zero by 2040.

The Applicant proposes a 5.0 MWAC (7.5130 MWDC) solar generation facility, which will support Maryland's target for renewable energy generation and will increase the state's current solar output. The photovoltaic station, as proposed, directly supports Maryland's renewable energy initiative.

The National Renewable Energy Laboratory's Jobs and Economic Development Impact ("JEDI") models are used to estimate the economic impacts of energy generating facilities. According to the JEDI PV analysis, the construction and installation labor and related services are projected to create an estimated 37 jobs (76,960 person-years of employment) and will cost approximately \$8,339,430 while producing a value of approximately \$4,646,100 to the state and local economy. The continued operation and maintenance of the proposed facility is projected to create an estimated 2 permanent jobs (4,160 person-years of employment) and will cost

approximately \$118,500 annually. During operation, the Project will generate \$83,500 annually in local revenue which includes taxes and return on investment to local investors. The Project will also result in an additional \$40,700 in annual induced economic impacts associated with anticipated changes in household spending resulting from economic activity associated with the Project.

F. State, Regional, and Local Plans and Programs

The Project does not anticipate impacts to other applicable state, regional, and local plans or programs.

G. Reflective Glare

A RGA was performed by BERG in October 2023. According to the *Glare Study, Solar PV Project, Ocean Highway, Pocomoke, Maryland*, prepared by BERG, dated October 13, 2023, the SGHAT, which was developed by the FAA, was used to assess glare on motorist receptors and on nearby businesses and residences. According to the RGA, “[e]xisting trees to the east of the project prevent potential glare when the panels are in the resting position at sunrise. In addition, potential glare during sunset is avoided due to the panels reaching a maximum angle of 52° in the evening and directing sunlight above the receptors. To mitigate potential glare on motorists traveling east along Tulls Corner Road, the Applicant is proposing landscape screening along a southern segment of the western boundary of the project.” As a result, the Project registered no glare on any of the receptors analyzed. A copy of the RGA is included as **Appendix P**.

VII. Additional Pre-Application Requirements

Environmental justice material is only required for a “qualifying” generating station, which is defined as “a proposed fossil fuel generating station ... that is over 70 megawatts in nameplate capacity.” For these reasons and EJSCREEN assessment is not applicable.

CPCN PROCESS

Sections 7-207 and 7-208
Public Utilities Article

15 - 40



WHEN IS A CPCN REQUIRED?

In Maryland, a person may not begin construction of a generating station, a qualified lead line, an overhead transmission line designed to carry more than 69 kV, or a qualified submerged renewable energy line, or exercise a right of condemnation associated with the construction of a generating station or transmission line without approval of the MD PSC.

A generating station exempt from the CPCN requirement still requires MD PSC approval to begin construction.

15 - 41



EXEMPT FROM CONSTRUCTION APPROVAL AND CPCN REQUIREMENT

- Generation capacity less than or equal to
2 MW

15 - 42



CPCN EXEMPTION WITH APPROVAL

- On-site generation capacity of more than 2 MW (up to 25 MW) and at least 10% of generated electricity is consumed on site
- On-site generation capacity (not exceeding 70 MW) and at least 80% is consumed on site
- Land-based wind generation capacity (not exceeding 70 MW)

15 - 43



CPCN Procedure

- Applicant files application
 - The Commission does not have a form for a CPCN application
 - The regulations governing CPCN applications and the details of the filing requirement are set forth in COMAR 20.79
 - The filing fee for a CPCN application is \$10,000. Check is made payable to the “Maryland Public Service Commission”
- Applicant is required to provide notice of the filing of the application (and in certain instances a copy of the application) to:
 - certain State and federal agencies;
 - governing bodies of county or municipal corporation
 - (a) in which the project will be constructed or
 - (b) within 1 mile of the project location; and
 - General Assembly members representing any part of a county
 - (a) in which the project will be constructed or
 - (b) within 1 mile of the project location
 - each owner of land and each owner of adjacent land when the application requests a CPCN for an overhead transmission line
- The Commission posts notice of an application on its website and on its Facebook and Twitter accounts

15 - 44



CPCN Procedure, cont'd

- Commission initiates a proceeding to consider the application
 - The Commission may conduct the proceedings en banc or by a panel (3 Commissioners or 2 Commissioners and a Public Utility Law Judge)
 - The Commission may delegate to a Public Utility Law Judge to conduct the proceedings

15 - 45



CPCN Procedure, cont'd

- A Notice of Pre-hearing Conference is issued that has the date, time, and location of the conference as well as the date Petitions to Intervene are due
- Applicant is required to publish the Notice in a newspaper(s) of general circulation in the county and/or municipal corporation in which the facility is to be located
- The Notice is published on the Commission's website on date of issuance

15 - 46



CPCN Procedure, cont'd

- Statutory Parties to Proceeding
 - Power Plant Research Program (Dept. of Natural Resources) – coordinates the testimony and positions of all affected state agencies; considered expert witness for environmental, economic, and esthetic analysis
 - Maryland Office of People's Counsel, the residential ratepayer advocate
 - Technical Staff of MD PSC – primarily addresses reliability and stability of electric grid

15 - 47



CPCN Procedure, cont'd

- Pre-hearing conference
 - PPRP will indicate if application is complete
 - A procedural schedule is agreed upon, including setting the dates when pre-filed testimony is due from each party and a date(s) for an evidentiary hearing, and the number and timing of public comment hearing(s) is discussed
 - Notice of Procedural Schedule is issued

15 - 48



CPCN Procedure, cont'd

- Public Hearing for Comment

- At least one hearing for public comment is held at a location in close proximity to the proposed location (if available).
- Written comments also may be filed with the Commission.
- The governing body of the county or municipal corporation in which the project is proposed to be located is invited to join the Commission or Public Utility Law Judge in conducting the public hearing.

15 - 49



CPCN Procedure, cont'd

- NOTIFICATIONS OF PUBLIC COMMENT HEARING

- Notice of Public Hearing with the dates, times, and locations is issued by the Commission.
- Applicant must publish the Notice in a newspaper(s) of general circulation and post on two types of social media in each of four successive weeks immediately before the hearing date
- The Notice also is posted on the MD PSC website as well as on the MD PSC Facebook and Twitter accounts
- MD PSC website has a list of all public hearings being held in each active CPCN matter with link to the electronic docket which has pleadings filed by the parties (www.psc.state.md.us/public-comment-hearings/)
- MD PSC coordinates with the governing body of the county or municipal corporation for an efficient and cost-effective means to provide notice to the public hearing through other types of media familiar to the residents in the county or municipal corporation
- On day of the hearing, the Applicant must post an informational sign about the hearing at or near each public entrance of the building in which the hearing will be held

15 - 50



CPCN Procedure, cont'd

- Conduct of a Public Hearing
 - Either the Commission or a Public Utility Law Judge presides at the hearing
 - A court reporter is present and a transcript of the hearing is prepared
 - Representatives of Applicant, OPC, and Staff are present in the event any member of the public has a substantive question about the project
 - The Commission or Public Utility Law Judge is present to listen to the comments. The Commission or Public Utility Law Judge do not respond to substantive questions about the project or proceeding because they must render an impartial decision after considering all the written or oral evidence presented at the evidentiary hearing
 - The Applicant may be given a limited amount of time to describe the project prior to public comments being taken
 - Each member of the public who wishes to make a comment will come to the microphone when called and present an oral statement. A time limitation may be placed on the length of the comment based on the number of persons wishing to comment
 - After all members of the public have had an opportunity to comment, the hearing is adjourned

15 - 51



CPCN Procedure, cont'd

- Evidentiary Hearing
 - Typically held at the Commission's Baltimore offices
 - Only parties of record participate, but public may attend and watch the proceedings
 - Witnesses are called and each party and the presiding officer are able to cross-examine the witnesses

15 - 52



CPCN Procedure, cont'd

- After the evidentiary hearing, a briefing schedule may be directed.
- If before a Public Utility Law Judge, the Judge issues a proposed order, which may be appealed to the Commission by a party for a review of an issue(s) – generally a 30-day appeal period. The Commission may, on its own motion, initiate a further proceeding or modify the proposed order.
 - If an appeal is taken of the proposed order, the Commission issues the final Order.
 - If no appeal is taken of a proposed order, it becomes a final Order of the Commission.
- If the matter is before the Commission, it issues a final Order
- Any party, other than the MD PSC Staff, or person in interest that is dissatisfied with the final Order may seek judicial review of the Order in the Circuit Court of Baltimore City or any county in which the applicant operates.

15 - 53





www.psc.state.md.us



15 - 54





Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS 
 Director, Environmental Programs

Subject: **CREP Permanent Easement Program**
 MOU Update

Date: 3/8/24

Attached is a copy of an updated MOU/Agreement between Worcester County and Maryland Department of Natural Resources (DNR) for cooperation regarding implementation of the Maryland Permanent Easement component of the CREP program. In the attached memorandum from Ms. Munson, she describes the DNR changes necessitating an updated agreement and the purpose and funding of the CREP program.

There are only nine (9) Maryland counties eligible for this voluntary conservation program and we have the necessary staff to provide the administrative functions required. This MOU is essentially the same as prior agreements and would not cost the county to participate. In fact, we will be reimbursed for this work at the rate of 3% of the value of each transaction and at a similar rate of 1.5% for long-term monitoring costs. All of the land protected by the CREP program will count towards our goals for protection of Agricultural Lands under the *Priority Preservation Element* of the *Worcester County Comprehensive Plan*. I would also point out that farm acreage participating in this program that fall within the Coastal Bays watershed would qualify for nutrient reductions credited to their specific bay watersheds in the *Coastal Bays Watershed Plan* according to the land practice involved.

We would therefore respectfully recommend that the County Commissioners authorize President Bertino to execute this updated MOU for this worthy program. We will be working with the local extension office to promote this program to county agricultural land owners. As always, Ms. Munson and I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: David Bradford, Deputy Director
 Katherine Munson, Planner V



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: CREP Permanent Easement Program, Updated MOU

Date: March 4, 2024

Attached please find an updated MOU/agreement with Maryland Department of Natural Resources (MD DNR) establishing a cooperative relationship between Worcester County and MD DNR regarding implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP).

This would update the MOU/agreement signed in 2021. This is required because of changes MD DNR has made to the Easement Valuation System (EVS), which is included in the MOU.

Since 2009 Worcester County has acquired eight (8) CREP permanent easements totaling over 650 acres (see attached map).

The CREP Permanent Easement Program purchases permanent easements on properties that contain an active CREP contract. The easement protects the entire property, and requires that the CREP practice be maintained in perpetuity.

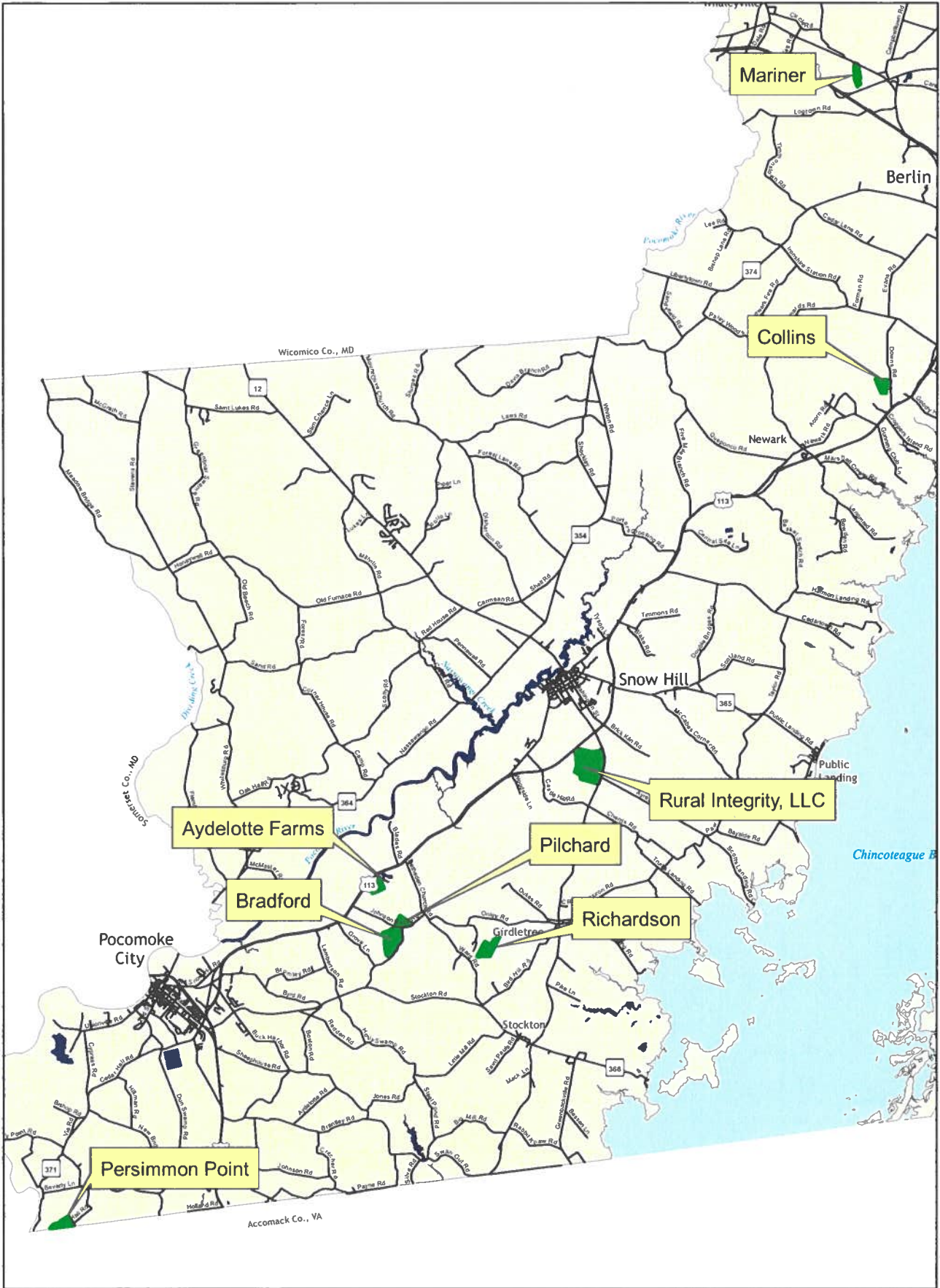
The purpose of the CREP program is to protect water quality and enhance/create habitat by removing marginal agricultural land from production and replacing it with perennial native vegetation. In order for a landowner to sell a permanent CREP easement, first the landowner must enter into a 15-year CREP contract with USDA (FSA). The easement would be co-held by Maryland Department of Natural Resources and the county. The landowner is paid on a per acre basis for the land in CREP contract and "match" land that is in woodland or grassland, up to a 1:10 ratio. Any remaining land on the property must also be encumbered by the easement, but may remain in farmland.

The CREP Permanent Easement Program is funded by Maryland Program Open Space. All costs of the program are covered by MD DNR. Worcester County is reimbursed for all costs, including administrative costs (3% of easement value) and long-term monitoring costs (1.5% of easement value).

Please contact me with any questions.

Attachments

CREP Permanent Easements, Worcester County





Wes Moore, Governor
 Aruna Miller, Lt. Governor
 Josh Kurtz, Secretary
 David Goshorn, Deputy Secretary

February 27, 2024

Ms. Katherine Munson
 Worcester County Department of Environmental Programs
 1 West Market Street, Suite 1306, Worcester Co. Gov't Center
 Snow Hill, MD 21863

Dear Ms. Munson:

This letter serves to update and/or establish an agreement between the Maryland Department of Natural Resources (DNR) and Worcester County with regard to implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP) operated by the Farm Service Agency of the U.S. Department of Agriculture for the Commodity Credit Corporation. DNR seeks to work in cooperation with counties and other organizations such as land trusts to establish perpetual conservation easements on Conservation Reserve Enhancement Program lands. The following describes the roles and responsibilities consented to by both parties.

DNR Roles & Responsibilities

- DNR provides technical assistance to all CREP Permanent Easement Sponsors regarding the easement component of CREP, including training, materials, resources, documents and guidance.
- DNR coordinates review of the Project Agreement developed for CREP permanent easements so that the Project Agreement can be sent to the Maryland Board of Public Works through Program Open Space. The Project Agreement will provide the information necessary for the CREP permanent easement to be handled by DNR staff and is subject to funding availability and approval by the Board of Public Works.
- Following approval of the CREP Permanent Easement Project Agreement by the Board of Public Works, DNR provides the easement payment to the CREP Sponsor directly. Subject to Board of Public Works approval, DNR may provide, through Program Open Space funds, remittance for administrative costs (up to 3% of easement value), program compliance costs (up to 1.5% of easement value) and project incidental costs including recording fees, settlement fees, attorney fees, surveys and title report costs. Incidental costs must be documented with copies of invoices, a draft HUD-1 Settlement Statement, and reflected in the Project Agreement when the project is submitted.
- In most cases, DNR jointly holds the easements with the local CREP Sponsor under the terms written in the Permanent CREP Deed of Conservation Easement, and DNR will oversee and approve efforts to enforce the easement including, but not limited to, approval of the protocols referenced below (see Sponsor Roles & Responsibilities).

Tawes State Office Building – 580 Taylor Avenue – Annapolis, Maryland 21401
 410-260-8DNR or toll free in Maryland 877-620-8DNR – dnr.maryland.gov – TTY Users Call via the Maryland Relay

Sponsor Roles & Responsibilities

- CREP Sponsor provides outreach and education to landowners and farmers about CREP easements.
- CREP Sponsor coordinates preparation of all the necessary documents of the easement transaction such as preparation of the draft CREP Deed of Conservation Easement, title report, maps, Agreement of Sale, any subordinating agreements, deeds, CREP contract, and any other necessary documentation specified in the Project Agreement or agreed upon by DNR; and
- CREP Sponsor submits a monitoring protocol to DNR for review and approval. The protocol may adhere to the Land Trust Alliance's standards and practices for monitoring and stewardship, and includes:
 - A monitoring form for performing site visits on an eased property.
 - A protocol statement as to how the easement co-holders will work cooperatively and make joint decisions.
 - A protocol statement on who will monitor, how decisions are made, how violations will be addressed, how enforcement will take place, and how and at what point DNR will become directly involved in enforcement.
 - CREP Sponsor and/or designee conducts monitoring site visits and provides documentation with associated backup material resulting from the visit, including completed Monitoring Report forms and relevant photographs, correspondence, surveys, aerial maps, etc., of the site visit to DNR a minimum of every three years beginning at the date of project settlement.
 - CREP Sponsor contacts landowner to schedule the site visit and upon completion notifies the landowner in writing of results of the monitoring visit.
 - Subject to any role which DNR will have in enforcement pursuant to the above-referenced protocols, CREP Sponsor is responsible for enforcing the terms of the easement, addressing violations and ensuring that actions are taken to correct any violations.
 - CREP Sponsor is responsible for notifying DNR of any violations found and corrective actions taken to bring the property into compliance with the easement terms.
 - CREP Sponsor is responsible for maintaining files of monitoring reports and backup documentation and materials for all CREP easements.

Valuation of CREP Permanent Easements.

CREP Sponsor and DNR shall use the following Easement Valuation Formula without alteration or exceptions unless otherwise approved by DNR prior to making an offer to the landowner:

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
 Page 3 of 5

CREP PERMANENT EASEMENT VALUATION FORMULA WORKSHEET

Owner Name(s): _____

County: _____

STEP 1: APPLICATION OF THREE -FACTOR FORMULA

I. FARM PROTECTION & DEVELOPMENT RIGHTS

A. Whole Farm Protection & Extinguishes Dev. Rights: _____
 (60%)

B. Does not achieve Whole Farm protection with the easement:
 (development rights are extinguished) _____
 (50%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)

C. No Development Rights extinguished:
 (regardless of whether or not whole farm) _____
 (40%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)

II. AVERAGE BUFFER WIDTH FOR RIPARIAN BUFFERS BASED ON NUTRIENT EFFICIENCY (Max 20%)

A. 35 feet _____
 (0%)

B. 36-100 feet _____
 (5%)

C. 101-250 feet _____
 (10%)

D. 251+ feet _____
 (20%)

III. TOTAL CURRENT CREP CONTRACT ACRES (GOING INTO PERMANENT EASEMENT (Max 20%))

A. 0 -5 acres _____
 (0%)

B. 6 – 10 acres _____
 (5%)

C. 11 – 20 acres _____
 (10%)

D. 21 – 40 acres _____
 (15%)

E. 41+ acres _____
 (20%)

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
 Page 4 of 5

THREE-FACTOR FORMULA Percentage Points _____

STEP 2: LEVEL OF PROTECTION: DOES THIS EASEMENT ACHIEVE WHOLE FARM PROTECTION AND EXTINGUISH DEVELOPMENT RIGHTS?

- A. Whole Farm Protection & Extinguishes Dev. Rights: _____
 (this is on par with Rural Legacy and MALPF caps) (75%)
- B. Does not achieve Whole Farm protection with the easement: _____
 (development rights are extinguished) (60%)
- C. No Development Rights extinguished: _____
 (regardless of whether or not whole farm is protected by easement) (55%)

The purpose of this is to cap the percentage of fee simple FMV that will be paid for an easement.

STEP 3: MULTIPLY TOTAL PERCENTAGE POINTS (with CAP applied) BY THE MALPF PER ACRE FMV, AS PROVIDED BY DNR FOR THE CURRENT FISCAL YEAR

Total percentage points from three factor formula, application of appropriate cap on that percentage total x current MALPF FMV per acre = Easement Per Acre Value.

- A. THREE-FACTOR FORMULA Percentage Points (Step 1) _____
- B. LEVEL OF PROTECTION Percentage Points (Step 2) _____
- C. Select the lower of the above Percentage Points (A or B) _____
- D. Current MALPF FMV per acre (FY __)* _____
- E. Multiply C and D for Per Acre Easement Value _____
- F. Project Acres (contract and match) _____
- G. Multiply E and F for Total Easement Payment _____

**Please attach the Fiscal Year MALPF FMV chart used that was provided by DNR.*

Conservation Reserve Enhancement Program (CREP)
MD Permanent Easement Program Worcester County
Agreement with MD DNR, February 27, 2024
Page 5 of 5

This agreement is intended to create a cooperative relationship between the CREP Sponsor and the Maryland Department of Natural Resources. Specific conditions of CREP permanent easements and of individual joint easements will be enumerated in separate agreements.

Please evidence your agreement to the terms contained in this letter by signing below.

Sincerely,



Katrina L. Tucker
Conservation Easement Supervisor
MARYLAND DEPARTMENT OF NATURAL RESOURCES

Signed in agreement to the terms contained in this letter:
Worcester County

By: _____

Title: _____

Please sign the original letter and return to:

Maryland Department of Natural Resources
Land Acquisition & Planning E-4
Attention: Katrina L. Tucker, Conservation Easement Supervisor
580 Taylor Avenue
Annapolis, MD 21401



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs

A handwritten signature in blue ink, appearing to read "RJM", is placed over the name and title of the sender.

Subject: **Diakonia Sewer Capacity Consideration**
Mystic Harbour Sanitary Service Area

Date: 3/11/24

Attached is a copy of a letter received from Diakonia's Board Vice-Chair requesting consideration for a drastically reduced allocation to serve just their thrift store, food pantry and corporate offices. They are not proceeding with the housing units. This will allow the organization to continue to serve the community and retain their state grants as they raise the final funding to start construction. Diakonia previously submitted an application in for thirty-two (32) EDUs for a development on their property that included 42 housing units.

At this time, we only have seventeen (17) Mystic sewer EDUs that have not been allocated. Previously, the County Commissioners approved DPW's temporary operational changes for the Rt 611 corridor while staff evaluates and puts in motion several long term, permanent fixes to expand the effluent land disposal capacity for the corridor's wastewater plants. A portion of those operational fixes was to temporarily support the Landings service area EDU commitments by service from the Mystic Harbour WWTP as a temporary measure. Part of that calculus was the assumption that we would utilize any remaining Mystic capacity as a bridge within those measures.

The remaining capacity would not have served the proposed projects for any of our applicants, who have either requested allocations far in excess of the unassigned capacity or in one case, have to go through a water and sewer plan amendment process to change their planning designation to S-1 to make them eligible to receive service.

I have asked Dallas Baker, our Director of Public Works, about utilization of just four (4) of the remaining Mystic sewer EDUs to serve this request and he indicates that they can spare this small amount from the remaining capacity we had deemed reserve to support the Landings service area.

Staff is requesting guidance if the Commissioners want to act on this new request from Diakonia for a vastly scaled-back allocation to enable their continued service to the community and preserve their state funding grants already in place. If the Commissioners decide to allocate four (4) Mystic Harbour EDUs to this project, Diakonia will still need to submit a reduced site plan for just the facilities this capacity will service.

Attachment

cc: Dallas Baker/DPW Director



12747 Old Bridge Road
Ocean City, MD 21842-9243

Phone: 410-213-0923

Fax: 410-213-2499

diakoniaoc.org

March 11, 2024
HAND DELIVERED

Commissioner Eric Fiori
Worcester County Government
1 West Market Street
Snow Hill, Maryland 21863

Re: Diakonia EDU's

Dear Commissioner Fiori:

Please accept this letter as a modified request for sewer EDU's for the proposed Diakonia Campus which will be located on Stephen Decatur Highway. We are respectfully requesting that the County either allocate Mystic Harbor EDU's or approve the Town of Ocean City's offer to provide the necessary sewer EDU's to allow for the construction of the thrift store, food pantry and corporate offices (no EDU's are being requested for the housing units as part of this request) in order allow us to expand the vital services that we provide to our community for those in need. In addition, your approval of this request would preserve state funding that the volunteers and staff of Diakonia have worked so hard to obtain and allow for an immediate focus on fund raising for the construction of this project.

Hopefully the County will have an agreement for additional sewer capacity with the Town of Ocean City in place soon, but approval of this request for a limited allocation would allow for Diakonia to expand our community outreach sooner rather than later doing these times of increased community need.


If this request is accepted, we hope that this approach can be an example to other organizations on how the Commissioners are working with the community to obtain beneficial results for Worcester County. We recognize that this request may not be popular with everyone, but we believe that the positive benefits of our planned expansion are in the best interests of Worcester County. Please let us know if there is any additional information that we can provide the Commissioners to help move this project forward. Thank you for any help you can give us regarding this request.

Sincerely,

Mike Diffendal
Vice Chairman

Cc: Reid Tingle-Chairman
Ken Argot- Executive Director
Robert Mitchell-Worcester County

"Diakonia: Giving Help for Today and Hope for Tomorrow"

Services sponsored by Town of Ocean City, Worcester County,  UW of the Lower Shore,
State of Maryland and surrounding communities.



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT

Re: Broadband Expansion

Date: March 7, 2024

I am pleased to share that Worcester County has made significant strides in providing internet services to previously unserved areas over the past few years. Our dedicated internet providers have been actively working on infrastructure development in rural parts of the county. However, this process can be slow and is heavily dependent on available funding.

Recently, on Thursday, March 7, we received exciting news: we have been awarded the **Difficult to Serve Properties Grant** from the **Office of Statewide Broadband**. This grant amounts to **\$1,100,000**. Additionally, there is already **\$1,000,000** set aside in assigned funds for internet projects.

I would like to ask commissioners permission to create a comprehensive plan for utilizing these funds. Our goal is to continue expanding existing internet services to areas that may not otherwise benefit. I propose a **50/50 matching program**, where every dollar invested by the ISP is matched by the grant. This number is subjective depending on the input from the commissioners. I plan to work directly with both rural internet providers and funnel their suggestions along with their challenges to see how we can make the most of this opportunity. This project could take us closer to the home stretch of providing reliable internet to residents that are currently unserved.

Thank you for considering this proposal, and I look forward to discussing it further.



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: Nicholas W. Rice, Procurement Officer
 DATE: March 19, 2024
 RE: Request to Award – 457(b) Plan Administration

Human Resources and Administration is requesting commissioner approval to award the administration of the County’s 457(b) plan to Empower. The current plan is with Security Benefit and was established in 2008. Proposals were due and opened on Thursday, January 25, 2024. Seven proposals were received. Staff worked directly with our consultant, Hilb Group Retirement Services, to review and evaluate each provider’s response.

Also included in the new plan, we are requesting approval to hire the Hilb Group to provide ongoing advisory services. Hilb Group will serve as the Plan’s 3(38) investment manager. They will be responsible for the selection and oversight of the investment options as well as monitoring the investment performance. The previous plan did not have an independent manager overseeing the performance of the investment options. The fee for these services is 0.10%. By moving to Empower, county employees will pay significantly lower overall fees (0.26% with Empower vs 0.75% with the current provider).

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

457(b) Plan Recordkeeping and Administration
January 25, 2024 @ 2:30pm
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Equitable Financial Life Insurance Company
Voya Financial
Security Benefit
MissionSquare Retirement
Empower Retirement
Nationwide Insurance
Planmember Retirement Services

Empower offers innovative financial services solutions in plan administration and design, enrollment services, recordkeeping, communications and education programs, technology-based tools and resources such as plan sponsor and participant websites, and investment options to our clients. Our size and scale allow us to offer a wide range of services to help participants pursue a better financial future and help plan sponsors provide a competitive benefits package with minimal administrative burden.

If Worcester County elects to include the additional services, we propose the following pricing with the additional services included in the assumptions.

Worcester County 457b Plan Proposed Pricing	
Empower Plan Services Fees	<p>Scenario 1: Assumes use of the T. Rowe Price Retirement Blend Select Target Date Suite. Empower’s required revenue would be 27 Basis Points (0.27%).</p> <p>Scenario 2: Assumes use of the T. Rowe Price Retirement Blend Select Target Date Suite and Empower Guaranteed Income Fund (3.35% crediting rate). Empower’s required revenue would be 20 Basis Points (0.20%).</p> <p>Scenario 3: Assumes use of the T. Rowe Price Retirement Blend Select Target Date Suite and Empower Guaranteed Income Fund (2.85% crediting rate). Empower’s required revenue would be 16 Basis Points (0.16%).</p>
HILB Group 3(38) Retirement Services	10 basis points or 0.10%
Total Empower + HILB Group Fees	<p>The fee scenarios below describe a total of both Empower and Advisory fees listed in the above two sections:</p> <p>Scenario 1: 37 basis points (0.37%)</p> <p>Scenario 2: 30 basis points (0.30%)</p> <p>Scenario 3: 26 basis points (0.26%)</p>
Assumptions	<p>Empower’s pricing assumes:</p> <ul style="list-style-type: none"> • Total \$8,334,868 assets and 278 participants with a balance, as stated in the RFP, transferring day one Empower Advisory Services powered by Morningstar Investment Management using the opt-in feature. • Assumes approximately \$6.3 million of current target date assets will migrate to the T. Rowe Price Retirement Blend Select Target Date Funds during transition. • Assumes approximately \$470,000 of current fixed and money market assets will migrate to the Empower Guaranteed Income Fund during transition (applies to scenarios 2 & 3 above). <p>Electronic delivery: Our offering assumes that we will receive both work and personal email addresses during conversion from the prior recordkeeper and work and personal email addresses on the regularly scheduled payroll file, ongoing updates to work emails and</p>

	<p>work phone numbers must be provided by the plan sponsor. A participant's personal email address and phone number can be entered initially by the plan sponsor, but thereafter, can only be updated by the participant. We reserve the right to update pricing if we do not receive email addresses as noted.</p> <p>Empower's response and pricing are contingent and subject to revision upon receipt and full review of the plan document and applicable amendments.</p> <p>If any of our assumptions are incorrect, we reserve the right to modify our pricing.</p>
--	---

In addition to the broad scope of services and features included in our required revenue, the following chart offers a sample listing of the additional features, transactions and services that incur additional fees as they currently apply. We disclose all fees as part of our notice delivery services and finalize fees in partnership with you within contracts and plan documentation. We are happy to discuss fees in further detail.

Plan Sponsor or Plan-Level Fees	
Custom Plan Document Review	If Worcester County elects to use a custom plan document and requests that we review the document, a fee of \$250 per hour may apply depending on the nature and extent of the work.
Plan Document Amendments	<p>Legislative or regulatory changes to our pre-approved plan documents are determined on a per amendment basis, fees may apply depending on the complexity.</p> <p>We can also make changes to standard elections in the plan document at your request, as long as the proposed change does not jeopardize the tax qualification of the plan.</p>
Education Days Included in Pricing	We have included 5 days of on-site education during the transition year and 4 days each year thereafter.
Additional Education Days	\$500 per day
Asset Allocation Models	<p>The fee for advisor-based non-unitized models is \$750 per year. We reserve the right to offer special incentives to reduce overall plan fees if Empower funds are included in a plan's investment lineup.</p> <p>If a plan sponsor is interested in partnering with Morningstar Investment Management related to non-unitized models, a fee of \$750 per year plus three bps on model assets will be applied.</p> <p>The annual fee for unitized custom fund of funds is \$5,000, per model. These fees are generally accrued within the NAV.</p>
Empower Dynamic Retirement Manager	<p>The Empower Dynamic Retirement Manager (DRM) pricing is based on plan reset. A full plan reset maps all participants to the DRM unless they opted out. A partial reset maps participants who were previously invested in the default fund and new participants who do not choose their own investments. The managed account fees based on plan reset are as follows.</p> <p>Full Plan Reset: 0.49%</p> <p>Partial Reset: 0.54%</p>

Participant Services and Fees	
Unforeseeable Emergency Withdrawals	\$50 to disburse
Hardship Withdrawals	\$75 to qualify; \$50 to disburse
QDRO Services	\$400 per QDRO per plan, debited from participant accounts and paid to QDRO Consultants.
Distributions	Per lump-sum distribution (complete or partial): \$50 Periodic payments/installments: \$50 for setup; \$25 for annual maintenance
Withdrawals (Terminated Participants)	Separation from service/retirement/plan terminations: \$75 Small balance force-outs (de minimis): \$25
Loans	Initiation: \$95 Annual maintenance: \$50, charged in quarterly installments
Empower Brokerage	\$50 annually, per participant; charged to participant accounts in quarterly installments. Transaction fees apply. The SDBA is intended for knowledgeable investors who acknowledge and understand the risks associated with the investments contained in the SDBA.
Optional Distribution Delivery Methods	We offer participants the following optional methods of delivery for a fee: <ul style="list-style-type: none"> One-time ACH distributions: \$15 Overnight or express delivery: the then-current fee, which is currently \$40 These fees are subject to change at the discretion of Empower.
Empower Advisory Services	If Worcester County elects to offer Empower Advisory Services as part of the plan, there are no plan-level fees. The fee for the My Total Retirement service is charged only to the participants electing the service. Online Advice: no charge My Total Retirement: fee is based on the participant account balance and the method of enrollment (opt-in or opt-out) feature elected by the plan as detailed below. With the opt-in feature, eligible employees must elect to be enrolled in the service. With the opt-out feature, eligible employees are automatically enrolled, and participants can choose to opt-out and not be enrolled. For participant account balances: <ul style="list-style-type: none"> Under \$100,000: 0.65% opt-in; 0.55% opt-out Next \$150,000 up to \$250,000: 0.55% opt-in; 0.45% opt-out Next \$150,000 up to \$400,000: 0.45% opt-in; 0.35% opt-out Over \$400,000: 0.35% opt-in; 0.25% opt-out
Comprehensive Financial Planning	If the plan elects to include our comprehensive financial planning services available through the RSG, a participant may access these services on a subscription or a one-time basis. There are no plan-

Participant Services and Fees	
	<p>level fees to include this service for participants. Participants are charged based on the service they select.</p> <ul style="list-style-type: none"> • Subscription: one-time fee of \$299 plus a \$29 monthly fee. If the participant is enrolled in the managed account service, the fees reduce to \$199 one and \$15 monthly • One-time: one-time fee of \$499. If the participant is enrolled in the managed account service, the fee reduces to \$399. The participant can upgrade to the subscription service for no additional charge for the first three months. The monthly fee will apply after the first three months. <p>Alternatively, the plan may elect to pay for the services. We would be happy to discuss this fee model in more detail upon request.</p>



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

March 12, 2024

Worcester County Commissioners
One West Market Street
County Government Center - Room 1105
Snow Hill, MD 21863

RE: Requested FY2025 Enterprise Fund Operating Budgets

Commissioners:

In accordance with the County Government Article of the Code of Public Local Laws of Worcester County MD, the Worcester County Enterprise Fund Operating Budget Requests for Fiscal Year 2025 will be included in your Budget Work Session packages for your review and discussion on April 9, 2024.

Enterprise Funds

Enterprise Funds are used to account for functions of the County in which user charges are collected to cover the cost of the service being provided. The County uses enterprise funds to account for its water and wastewater, and solid waste operations.

Water and Wastewater Enterprise Fund

The proposed budget contains no rate adjustments for Briddletown, Lighthouse Sound and West Ocean City service areas. The proposed budget does contain rate adjustments for Assateague Pointe, Edgewater Acres, Landings, Mystic Harbor, Newark, Ocean Pines, Riddle Farm and River Run service areas. These adjustments are necessary in order to provide a revenue stream that is more in line with the increasing expenditures in each of these Service Areas.

Solid Waste Enterprise Fund

There are no proposed rate changes for the Solid Waste Division.

The Public Works Director provides direct oversight of the solid waste operations, homeowner convenience centers, and recycling operations. For this reason, we will present the homeowner convenience centers and recycling budgets with the Solid Waste Enterprise Fund.

Budget Adoption Schedule

The budget review session with the Enterprise Fund Departments is scheduled for April 9, 2024. This session provides the opportunity for your detailed review of the various budget requests. Additional budget work sessions are scheduled for May 14th and May 21th, 2024 also if needed. The Public Hearings on the Requested Enterprise Fund Operating Budgets are scheduled for Tuesday, June 4, 2024 at the Government Center. The FY2025 Enterprise Fund Operating Budget will be adopted on Tuesday, June 18, 2024.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'W. Young', with a long horizontal flourish extending to the right.

Weston S. Young
Chief Administrative Officer

March 13, 2024

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

RE: Requested FY2025 Operating Budget

Commissioners:

In accordance with Section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland, enclosed are the Worcester County Departmental Operating Budget Requests for Fiscal Year 2025.

General Fund revenues based on current tax rates are estimated to be \$260,076,878. Requested general fund operating expenditures total \$270,193,052. This leaves a shortfall of \$10,116,174 which must be reconciled, either with reductions in expenditures, additional revenues or a combination of the two. Since the State budget is not finalized, the County could be further burdened by State cuts, continued unfunded mandates and/or the transfer of State responsibilities. Listed below are significant budget variances as compared to the current year:

Anticipated General Fund Revenues

The estimated revenues for FY2025 total \$260,076,878 which is an increase of \$24,186,651 or 10.2% more than the current year.

County Revenue Categories

- Net Property Tax Revenues increased by \$13,854,096, primarily as a result of increased assessments and Homeowner Tax Credits. These estimates are based on the current tax rate of \$0.845 per \$100 of the assessed value for the Real property.
- Income Tax revenue is projected to increase and is estimated at \$47,000,000. This is based on the tax rate of 2.25%, which became effective January 1, 2020 and is primarily based on the market conditions and estimates for the current year. The pass through to Municipalities is included for \$3.6 million.
- Other Local Taxes increased by \$3.3 million and includes an increase of \$1.7 million in Recordation Taxes and a \$1.5 million increase in Transfer Taxes.
- State Shared Revenues increased by \$700,986 which is a result of an increase in Highway User Revenues and an increase in 911 Fees.

- Licenses and Permits increased by \$39,800 and includes an increase of \$20,000 in Environmental Permit Review Fees and a \$15,000 increase in Rental License Fees.
- Charges for Services increased by \$277,863 which includes an overall increase of \$76,000 Recreation Special Event Sponsorship and \$57,210 in Jail State Housing payments.
- Interest on investments increased by \$1 million based on current rates of return.
- Other Revenue increased by \$18,999 with an increase of \$13,500 for Tax Sale Revenue.
- Federal grants increased by \$467,800 primarily due to new US Marshal Jail Revenue of \$415,000 and a continuation of federal funding for the State's Attorney's office.
- State grants decreased overall by \$1,332,560 and is primarily due to the Coastal Zone Grant completion in FY24 and a significant decrease in Waterway Improvement grants.

Major Requested General Fund Expenditures

The Requested expenditures for FY2025 total \$270,193,052 which is an increase of \$34,302,825 or 14.5% more than the current year. Significant budget variances are listed below:

County Departments and Agencies

- Treasurer's Department increased by \$480,476 before benefits & insurance.
 - Increase in personnel request of \$284,363
 - Increase in supplies and materials of \$12,325
- Environmental Programs decreased by \$1,243,210 before benefits & insurance.
 - Decrease in grant expenditures for the Coastal Zone (Selsey Road Grant) which was offset by grant revenues.
- Sheriff's Office increased by \$803,416 before benefits & insurance.
 - Increase in personnel requests of \$173,863
 - Increase in maintenance and services of \$146,355 which includes vehicle operating expenses and fuel expense.
 - Decreased capital equipment request by \$123,984.
- Emergency Services increased by \$433,079
 - Increase in personnel requests of \$208,964.
 - Increase in Capital Equipment of \$95,000.
 - Decrease in supplies and materials by \$141,250 due to the 911 Board grant being directly paid at the state level.
- Fire Company Grant is included for \$2,659,570 based on the assessable tax base current funding has increased to \$265,957 to each fire company. There has been a request for an increase to the supplement to rural fire companies from \$4,000 per company to \$10,000 per company is also included.
- Fire Companies have requested \$30,000 to purchase 30 EV safety plugs (3 per fire company).
- Ambulance Grants is included for \$8,737,406 an increase of \$1,516,341 based on the EMS request letter. The EMS request includes an increase Non-credit out-town & Credit Runs in Town from \$225 to \$250 and Credit Runs Out-Town from \$900 to \$1,000. The Medical Assist Companies (Stockton & Girdletree) are requesting increase in run rate from \$100 to \$225 per run and supplement to provide level funding to EMS companies who were underfunded after requested changes were made.

ITEM 21

- Roads division increased by \$447,104 before benefits & insurance.
 - Increased by \$219,555 in capital equipment for vehicles and heavy equipment.
 - Increased by \$62,296 in supplies and materials which includes and increase for striping and painting.
- Boat Landings decreased by \$271,700
 - Decrease is due to reduction in grant funding to maintenance boat landings.
- Health Department increased by \$5,856,711 based on a State mandate in increase Core Funding.
- Other Social Services increased by \$324,050 due to an increase in non-profit grant requests.
- Recreation Department increased by \$349,003 before benefits & insurance
 - Increased by \$146,940 in personnel requests.
 - Increased by \$100,690 in supplies and materials which includes an increase of \$45,950 in concession stand costs by adding a concession stand at NWAC and increase of tournaments.
- Taxes shared with Towns increased by \$509,157
 - Increase due to growth of income tax revenue
- Grants to Towns increased \$732,136
 - Increased Town requests presented to the County Commissioners on March 5, 2024.
- Insurance & Benefits decreased by \$2,361,164
 - FICA and Health Insurance which has increased by 8.6% are now in the “Benefits” line of each County Department request.
 - Request for a Step and 4% COLA is now included in the “Personnel Services” line of each County Department request.
- Interfund Charges increased by \$8,387,325
 - Transfer Out to Other Funds requested \$4,500,000 to cover a shortfall for the Riddle Farm Wastewater Treatment Plant Upgrade and the Riddle Farm Bypass Interconnect.
 - Transfer Out to Reserve Fund \$3,887,325 designated to meet the 15% reserve requirement.

Board of Education

- The Board of Education has requested \$109,632,071. School construction debt is paid by the County on behalf of the Board of Education. It is not reflected in the Board's budget; however, it is included in the County's operating budget. The Board's operating and capital budget request is \$109,632,071 plus debt of \$7,678,694 which totals \$117,310,765 or 54.9% of the County's total estimated revenue.

*Construction projects and restricted programs are currently funded through fund balance.

Board of Education Requested Salary Increase:

The Board of Education submission includes the following salary request:

- The salary package for the Board of Education reflects a payroll increase of \$4,815,792, this includes a step increase for all eligible employees, a 6% COLA for certificated employees and a 6.5% COLA for support staff employees.
- The bus contracts account proposed increase is \$397,678 and includes an increase in the hourly rate from \$25.50 per hour to \$26.50 per hour, increase in per mile rate from \$1.742 per mile to \$1.91 per mile.
- Starting Teacher pay would increase from \$50,275 to \$53,291.
- A health insurance increase is based on the estimated premium increase of 12.65% is also included \$1,672,981.

*** Board of Education Requested Salary and Benefit Increase is based on the FY25 Requested vs FY24 Approved Budget. Note these numbers may differ than what is reflected in the BOE FY25 Requested Budget letter.*

Board of Education

	FY2025 Requested Budget	FY2024 Adopted Budget	Dollar Variance +/- FY2024
UNRESTRICTED BUDGET			
County Funding			
Major State Aid Programs (Blueprint) Local Share:			
Foundation Program (Base)	58,579,596	57,234,086	1,345,510
College & Career Ready (CCR)	207,245	348,392	(141,147)
Compensatory Education	20,104,954	19,704,029	400,925
Concentration of Poverty	403,717	87,352	316,365
English Learners	1,160,049	948,497	211,552
Special Education	5,349,861	4,652,751	697,110
Transitional Supplemental Instruction (TSI)	204,138	383,103	(178,965)
Pre-kindergarten	4,226,036	3,577,806	648,230
Career Ladder for Educators (NBC Teacher Salary)	60,733	53,017	7,716
Additional Funding to meet Maintenance of Effort (MOE)	9,205,090	13,017,607	(3,812,517)
MINIMUM COUNTY APPROPRIATION	99,501,419	100,006,640	(505,221)
Additional Funding Requested Above MOE	9,251,930	-	9,251,930
TOTAL UNRESTRICTED COUNTY APPROPRIATION	108,753,349	100,006,640	8,746,709
County Appropriation Retirement for Non-Teachers	818,722	758,679	60,043
County Appropriation School Construction	60,000	815,000	(755,000)
TOTAL COUNTY APPROPRIATION	109,632,071	101,580,319	8,051,752
State & Other Funding Sources			
Major State Aid Programs (Blueprint) State Share:			
Foundation Program (Base)	8,374,379	8,276,124	98,255
Compensatory Education	10,168,367	9,988,240	180,127
English Learners	598,862	490,866	107,996
Special Education	2,746,036	2,391,661	354,375
Transportation	4,062,401	4,000,397	62,004
Other	792,463	792,463	-
TOTAL STATE & OTHER FUNDING	26,742,508	25,939,751	802,757
TOTAL UNRESTRICTED BUDGET	136,374,579	127,520,070	8,854,509

	FY2025 Requested Budget	FY2024 Adopted Budget	Dollar Variance +/- FY2024
RESTRICTED BUDGET			
Restricted Major State Aid Programs (Blueprint) State Share:			
Pre-kindergarten	1,043,395	885,884	157,511
Concentration of Poverty	1,730,573	1,110,118	620,455
College & Career Ready (CCR)	65,875	108,043	(42,168)
Transitional Supplemental Instruction	54,774	103,777	(49,003)
National Board Certified	19,267	16,983	2,284
Restricted Programs Local: Pocomoke Middle Grant	85,049	85,049	-
Restricted Federal Funds	7,077,461	9,199,030	(2,121,569)
Restricted State Funding Early Childcare & Education	990,000	990,000	-
Restricted State Funding Adult Education	172,075	172,075	-
Restricted State Funding Teachers Retirement/Pension	8,533,000	6,931,771	1,601,229
TOTAL RESTRICTED BUDGET	19,771,469	19,602,730	168,739

*Document created by County Administration

*Budget Adoption Schedule

The first budget review session with selected County Departments and Agencies is scheduled for April 9th and another is scheduled for April 16th. These sessions provide the opportunity for your detailed review of the various budget requests. The Public Hearing on the Requested Operating Budget is scheduled for Tuesday, May 7th, 2024 at 6:00 p.m. at the Worcester County Government Center. Additional budget work sessions are scheduled for May 14th, and May 21st. The FY2025 General Fund Operating Budget must be adopted on June 4th, 2024.

Respectfully Submitted,



Weston S. Young
Chief Administrative Officer

WSY:kr

S:\Commissioners\Budget\Kim R Budget\FY25 Budget\FY25 Budget Docs March\FY25 Rqst Operating Budget.docx

Attachments: Exhibit 1 – Board of Education Unrestricted Revenues – Page 7
Exhibit 2 – Board of Education Restricted Revenues – Page 8
FY25 Requested Summary – Pages 9-16
FY25 Revenue by Account Classification – Pages 17-20

BOARD OF EDUCATION OF WORCESTER COUNTY

REVENUES

REVENUE SOURCE	ACTUAL FY 21	ACTUAL FY 22	ACTUAL FY 23	APPROVED FY 24	REQUESTED FY 25
UNRESTRICTED REVENUES					
COUNTY					
Appropriation - Current Expense	\$93,792,139 0	\$96,341,968 0	\$100,085,947 0	\$99,706,640	\$108,453,349
STATE (Thornton Funding) *					
Foundation Program	7,060,853	7,019,022	7,989,804	8,276,124	8,374,379
Special Education	1,681,440	1,671,021	2,166,970	2,391,661	2,746,036
Transportation	3,404,374	3,392,268	3,697,479	4,000,397	4,062,401
Compensatory Education	7,558,634	7,827,456	7,980,405	9,988,240	10,168,367
Limited English Proficiency	429,674	409,696	448,740	490,866	598,862
OTHER					
Tuition	100,804	106,305	151,473	70,000	70,000
Other	154,721	98,184	159,692	10,000	10,000
Prior Year's Fund Balance	567,011	567,011	567,011	567,011	567,011
Interest	2,226	2,087	133,950	70,000	70,000
FY23 One Time - Sale of iPads for New Lease			1,348,387		
Restricted Programs Reimbursements	22,956	25,629	26,672	75,452	75,452
TOTAL UNRESTRICTED REVENUE	\$114,774,832	\$117,460,647	\$124,756,530	\$125,646,391	\$135,195,857
OTHER REQUESTS - COUNTY					
RECURRING					
Appropriation - Technology	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Appropriation - Capital Outlay	100,000	100,000	100,000	100,000	100,000
NONRECURRING					
Appropriation - Technology	0	0	0	0	0
Appropriation - School Construction	633,000	295,800	205,000	815,000	60,000
OTHER					
Appropriation - Retirement Expenses	624,039	648,942	689,670	758,679	818,722
Appropriation - County Share of Teacher Pension	***	***	***	***	***
TOTAL OTHER REQUESTS - COUNTY	\$1,557,039	\$1,244,742	\$1,194,670	\$1,873,679	\$1,178,722
TOTAL COUNTY APPROPRIATION	95,349,178	97,586,710	101,280,617	101,580,319	109,632,071
TOTAL BUDGET - ALL FUNDS	\$116,331,871	\$118,705,389	\$125,951,200	\$127,520,070	\$136,374,579

* State funding is based upon current law. Subject to final legislative action, these amounts could change.
Any decrease in State funding would result in an increased amount being requested from the County.

*** Effective for FY17, this amount is now included under the budget category of Fixed Charges.

RESTRICTED PROGRAMS - LOCAL, STATE AND FEDERAL

ITEM 21

Restricted funds listed below can only be spent as authorized by the administering agency (State and Federal government). The level of funding indicated for each program is an estimate. Projects may be discontinued or reduced in scope depending upon funds allocated by the funding source.

TOTAL ANTICIPATED RESTRICTED FUNDING	\$19,771,468	
	ACTUAL	ESTIMATED
	FY 24	FY 25
<u>FEDERAL FUNDS</u>		
Title I Educationally Disadvantaged	\$2,193,127	\$2,193,127
Title III Language Acquisition	18,033	18,033
Special Education	2,100,000	2,100,000
JR ROTC Program	128,000	128,000
Title IIA, Systems of Support for Excellent Teaching & Leading	274,299	274,299
Career & Technology Education	100,000	100,000
Adult Education	79,495	79,495
Title IV Student Support and Academic Enrichment	174,507	174,507
ESSER I	0	0 *
ESSER II Grant	211,569	0 *
ESSER III Grant	3,750,000	2,000,000 *
Student Tutoring, Summer School, Trauma/Behavior	170,000	10,000
<u>STATE FUNDS</u>		
Judy Hoyer Early Childcare And Education	990,000	990,000
Adult Education	172,075	172,075
Blueprint for Maryland's Future		
Pre-Kindergarten	885,884	1,043,395
Concentration of Poverty	1,110,118	1,730,573
College & Career Ready (CCR)	108,043	65,875
Transitional Supplemental Instruction	103,777	54,774
National Board Certified	16,983	19,267
Teachers Retirement & Pension	6,931,771	8,533,000
<u>LOCAL FUNDS</u>		
Pocomoke Middle School Grant	85,049	85,049
TOTAL RESTRICTED REVENUE	\$19,602,730	\$19,771,468

*CARES/ESSER funding was awarded to assist with additional expenses related to the COVID pandemic. Round 1 expired September 30, 2022, Round 2 expired September 30, 2023 and Round 3 expires September 30, 2024.

ITEM 21

WORCESTER COUNTY Summary FY2025 Revenue Estimate

	FY2025 Estimate	FY2024 Estimate	(\$) Difference (%)	
Property Taxes	\$ 173,274,956	\$ 159,420,860	\$ 13,854,096	8.7%
Income Taxes	47,000,000	40,000,000	\$ 7,000,000	17.5%
Other Local Taxes	16,910,000	13,575,000	\$ 3,335,000	24.6%
State Shared	3,571,155	2,870,169	\$ 700,986	24.4%
Licenses & Permits	2,768,190	2,728,390	\$ 39,800	1.5%
Charges for Services	1,927,478	1,649,615	\$ 277,863	16.8%
Interest on Investments	6,000,000	5,000,000	\$ 1,000,000	20.0%
Fines & Forfeits	31,000	27,765	\$ 3,235	11.7%
Misc./Sale of Assets/Other Revenue	617,891	598,892	\$ 18,999	3.2%
Federal Grants	1,333,099	865,299	\$ 467,800	54.1%
State Grants	5,438,734	6,761,294	\$ (1,322,560)	-19.6%
Transfers In - Casino/Local Impact	1,204,375	2,392,943	\$ (1,188,568)	-49.7%
Transfers In - Prior Year Surplus	0	0	\$ -	N/A
TOTAL REVENUES	\$ 260,076,878	\$ 235,890,227	\$ 24,186,651	10.25%

FY 2025 Requested General Fund Budget

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
County Commissioners & Admin.				
Personnel Services	1,202,756	1,172,276	30,480	2.6%
Supplies & Materials	59,829	55,261	4,568	8.3%
Maintenance & Services	50,125	49,410	715	1.4%
Other Charges	64,717	63,136	1,581	2.5%
Interfund Charges	0	(103,851)	103,851	-100.0%
Capital Equipment	0	0	0	N/A
Subtotal	1,377,427	1,236,232	141,195	11.4%
Benefits (Insurance & Taxes)	278,407	0	278,407	N/A
Total with Benefits	1,655,834	1,236,232	419,602	33.9%

Circuit Court

Personnel Services	1,229,595	1,172,153	57,442	4.9%
Supplies & Materials	364,278	334,860	29,418	8.8%
Maintenance & Services	110,465	108,765	1,700	1.6%
Other Charges	10,400	8,932	1,468	16.4%
Capital Equipment	0	0	0	N/A
Subtotal	1,714,738	1,624,710	90,028	5.5%
Benefits (Insurance & Taxes)	310,673	0	310,673	N/A
Total with Benefits	2,025,411	1,624,710	400,701	24.7%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Orphan's Court				
Personnel Services	28,500	28,500	0	0.0%
Supplies & Materials	2,800	1,600	1,200	75.0%
Other Charges	6,800	6,800	0	0.0%
Subtotal	38,100	36,900	1,200	3.3%
Benefits (Insurance & Taxes)	28,492	0	28,492	N/A
Total with Benefits	66,592	36,900	29,692	80.5%

State's Attorney				
Personnel Services	3,409,946	3,121,361	288,585	9.2%
Supplies & Materials	91,446	104,772	(13,326)	-12.7%
Maintenance & Services	24,250	18,150	6,100	33.6%
Other Charges	24,350	24,450	(100)	-0.4%
Capital Equipment	0	43,000	(43,000)	-100.0%
Subtotal	3,549,992	3,311,733	238,259	7.2%
Benefits (Insurance & Taxes)	602,211	0	602,211	N/A
Total with Benefits	4,152,203	3,311,733	840,470	25.4%

Treasurer				
Personnel Services	1,706,150	1,523,703	182,447	12.0%
Supplies & Materials	185,235	172,910	12,325	7.1%
Maintenance & Services	2,900	2,500	400	16.0%
Other Charges	17,550	9,260	8,290	89.5%
Interfund Charges	0	(277,014)	277,014	-100.0%
Capital Equipment	0	0	0	N/A
Subtotal	1,911,835	1,431,359	480,476	33.6%
Benefits (Insurance & Taxes)	342,085	0	342,085	N/A
Total with Benefits	2,253,920	1,431,359	822,561	57.5%

Elections Office				
Personnel Services	659,192	640,677	18,515	2.9%
Supplies & Materials	670,011	616,372	53,639	8.7%
Maintenance & Services	152,887	153,830	(943)	-0.6%
Other Charges	15,231	20,078	(4,847)	-24.1%
Capital Equipment	0	0	0	N/A
Subtotal	1,497,321	1,430,957	66,364	4.6%
Benefits (Insurance & Taxes)	1,266	0	1,266	N/A
Total with Benefits	1,498,587	1,430,957	67,630	4.7%

Human Resources				
Personnel Services	498,946	532,400	(33,454)	-6.3%
Supplies & Materials	28,640	22,940	5,700	24.8%
Maintenance & Services	48,100	29,500	18,600	63.1%
Other Charges	5,200	4,500	700	15.6%
Interfund Charges	0	(77,176)	77,176	-100.0%
Capital Equipment	0	0	0	N/A
Subtotal	580,886	512,164	68,722	13.4%
Benefits (Insurance & Taxes)	120,248	0	120,248	N/A
Total with Benefits	701,134	512,164	188,970	36.9%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Development Review & Permitting				
Personnel Services	1,839,652	1,828,948	10,704	0.6%
Supplies & Materials	303,075	245,622	57,453	23.4%
Maintenance & Services	104,961	186,910	(81,949)	-43.8%
Other Charges	52,996	41,983	11,013	26.2%
Interfund Charges	0	(100,375)	100,375	-100.0%
Capital Equipment	0	0	0	N/A
Subtotal	2,300,684	2,203,088	97,596	4.4%
Benefits (Insurance & Taxes)	467,623	0	467,623	N/A
Total with Benefits	2,768,307	2,203,088	565,219	25.7%

Environmental Programs				
Personnel Services	1,484,218	1,341,975	142,243	10.6%
Supplies & Materials	396,393	1,884,411	(1,488,018)	-79.0%
Maintenance & Services	121,705	102,045	19,660	19.3%
Other Charges	6,164	5,300	864	16.3%
Interfund Charges	0	(32,041)	32,041	-100.0%
Capital Equipment	50,000	0	50,000	N/A
Subtotal	2,058,480	3,301,690	(1,243,210)	-37.7%
Benefits (Insurance & Taxes)	443,221	0	443,221	N/A
Total with Benefits	2,501,701	3,301,690	(799,989)	-24.2%

Information Technology				
Personnel Services	732,285	688,640	43,645	6.3%
Supplies & Materials	20,200	23,900	(3,700)	-15.5%
Maintenance & Services	2,840	2,840	0	0.0%
Other Charges	7,600	7,600	0	0.0%
Interfund Charges	0	(34,868)	34,868	-100.0%
Capital Equipment	0	0	0	N/A
Subtotal	762,925	688,112	74,813	10.9%
Benefits (Insurance & Taxes)	162,186	0	162,186	N/A
Total with Benefits	925,111	688,112	236,999	34.4%

Other General Government				
Supplies & Materials	1,399,979	1,268,884	131,095	10.3%
Maintenance & Services	986,862	955,094	31,768	3.3%
Other Charges	1,510,374	1,367,654	142,720	10.4%
Capital Equipment	0	150,000	(150,000)	-100.0%
Subtotal	3,897,215	3,741,632	155,583	4.2%
Benefits (Insurance & Taxes)	0	0	0	N/A
Total with Benefits	3,897,215	3,741,632	155,583	4.2%

Sheriff's Department				
Personnel Services	8,905,192	8,222,583	682,609	8.3%
Supplies & Materials	1,547,028	1,529,722	17,306	1.1%
Maintenance & Services	846,922	700,567	146,355	20.9%
Other Charges	216,500	135,370	81,130	59.9%
Capital Equipment	790,000	913,984	(123,984)	-13.6%
Subtotal	12,305,642	11,502,226	803,416	7.0%
Benefits (Insurance & Taxes)	1,858,178	0	1,858,178	N/A
Total with Benefits	14,163,820	11,502,226	2,661,594	23.1%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Emergency Services				
Personnel Services	2,482,672	2,096,067	386,605	18.4%
Supplies & Materials	879,109	971,097	(91,988)	-9.5%
Maintenance & Services	226,572	182,010	44,562	24.5%
Other Charges	23,800	24,900	(1,100)	-4.4%
Capital Equipment	95,000	0	95,000	N/A
Subtotal	3,707,153	3,274,074	433,079	13.2%
Benefits (Insurance & Taxes)	535,176	0	535,176	N/A
Total with Benefits	4,242,329	3,274,074	968,255	29.6%

County Jail				
Personnel Services	7,366,558	6,980,427	386,131	5.5%
Supplies & Materials	969,139	831,308	137,831	16.6%
Maintenance & Services	2,419,813	2,223,384	196,429	8.8%
Other Charges	10,056	16,056	(6,000)	-37.4%
Capital Equipment	13,895	325,000	(311,105)	-95.7%
Subtotal	10,779,461	10,376,175	403,286	3.9%
Benefits (Insurance & Taxes)	1,874,132	0	1,874,132	N/A
Total with Benefits	12,653,593	10,376,175	2,277,418	21.9%

Fire Marshal's Office				
Personnel Services	641,785	594,095	47,690	8.0%
Supplies & Materials	68,755	67,363	1,392	2.1%
Maintenance & Services	54,360	50,360	4,000	7.9%
Other Charges	11,565	9,510	2,055	21.6%
Capital Equipment	176,000	0	176,000	N/A
Subtotal	952,465	721,328	231,137	32.0%
Benefits (Insurance & Taxes)	160,152	0	160,152	N/A
Total with Benefits	1,112,617	721,328	391,289	54.2%

Volunteer Fire & Ambulance				
Supplies & Materials	82,200	83,000	(800)	-1.0%
Maintenance & Services	23,072	21,548	1,524	7.1%
Other Charges	12,106,977	10,373,547	1,733,430	16.7%
Capital Equipment	0	0	0	N/A
Subtotal	12,212,249	10,478,095	1,734,154	16.6%
Benefits (Insurance & Taxes)		0	0	N/A
Total with Benefits	12,212,249	10,478,095	1,734,154	16.6%

Public Works Department				
Personnel Services	637,433	695,499	(58,066)	-8.3%
Supplies & Materials	29,340	23,870	5,470	22.9%
Maintenance & Services	225,546	207,046	18,500	8.9%
Other Charges	13,750	15,090	(1,340)	-8.9%
Interfund Charges	0	(105,084)	105,084	-100.0%
Capital Equipment	76,000	0	76,000	N/A
Subtotal	982,069	836,421	145,648	17.4%
Benefits (Insurance & Taxes)	200,988	0	200,988	N/A
Total with Benefits	1,183,057	836,421	346,636	41.4%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Maintenance Division				
Personnel Services	1,448,272	1,359,605	88,667	6.5%
Supplies & Materials	98,547	88,154	10,393	11.8%
Maintenance & Services	100,908	99,564	1,344	1.3%
Other Charges	17,550	11,000	6,550	59.5%
Capital Equipment	103,750	79,450	24,300	30.6%
Subtotal	1,769,027	1,637,773	131,254	8.0%
Benefits (Insurance & Taxes)	363,197	0	363,197	N/A
Total with Benefits	2,132,224	1,637,773	494,451	30.2%

Roads Division				
Personnel Services	1,926,660	1,807,122	119,538	6.6%
Supplies & Materials	1,439,398	1,377,102	62,296	4.5%
Maintenance & Services	851,868	803,965	47,903	6.0%
Other Charges	10,113	12,301	(2,188)	-17.8%
Capital Equipment	732,200	512,645	219,555	42.8%
Subtotal	4,960,239	4,513,135	447,104	9.9%
Benefits (Insurance & Taxes)	625,143	0	625,143	N/A
Total with Benefits	5,585,382	4,513,135	1,072,247	23.8%

Boat Landings				
Supplies & Materials	5,000	280,000	(275,000)	-98.2%
Maintenance & Services	49,438	46,138	3,300	7.2%
Capital Equipment	0	0	0	N/A
Subtotal	54,438	326,138	(271,700)	-83.3%
Benefits (Insurance & Taxes)		0	0	N/A
Total with Benefits	54,438	326,138	(271,700)	-83.3%

Homeowner Convenience Centers				
Personnel Services	399,178	278,872	120,306	43.1%
Supplies & Materials	12,200	10,700	1,500	14.0%
Maintenance & Services	315,560	264,736	50,824	19.2%
Other Charges	1,000	1,000	0	0.0%
Interfund Charges	70,461	198,951	(128,490)	-64.6%
Capital Equipment	0	0	0	N/A
Subtotal	798,399	754,259	44,140	5.9%
Benefits (Insurance & Taxes)	97,877	0	97,877	N/A
Total with Benefits	896,276	754,259	142,017	18.8%

Recycling				
Personnel Services	479,388	475,932	3,456	0.7%
Supplies & Materials	19,590	19,590	0	0.0%
Maintenance & Services	271,410	226,457	44,953	19.9%
Other Charges	1,000	1,000	0	0.0%
Interfund Charges	154,530	183,045	(28,515)	-15.6%
Capital Equipment	200,000	18,000	182,000	1011.1%
Subtotal	1,125,918	924,024	201,894	21.8%
Benefits (Insurance & Taxes)	153,577	0	153,577	N/A
Total with Benefits	1,279,495	924,024	355,471	38.5%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Health Department				
Supplies & Materials	0	0	0	N/A
Maintenance & Services	458,116	437,870	20,246	4.6%
Other Charges	11,257,191	5,420,726	5,836,465	107.7%
Capital Equipment	0	0	0	N/A
Subtotal	11,715,307	5,858,596	5,856,711	100.0%
Benefits (Insurance & Taxes)	0	0	0	N/A
Total with Benefits	11,715,307	5,858,596	5,856,711	100.0%

Mosquito Control Division				
Personnel Services	71,607	67,248	4,359	6.5%
Supplies & Materials	3,325	3,550	(225)	-6.3%
Maintenance & Services	29,750	27,250	2,500	9.2%
Other Charges	95,200	70,200	25,000	35.6%
Capital Equipment	21,250	32,250	(11,000)	-34.1%
Subtotal	221,132	200,498	20,634	10.3%
Benefits (Insurance & Taxes)	13,294	0	13,294	N/A
Total with Benefits	234,426	200,498	33,928	16.9%

Commission on Aging				
Supplies & Materials	174,975	173,802	1,173	0.7%
Maintenance & Services	198,200	188,600	9,600	5.1%
Other Charges	1,427,830	1,272,900	154,930	12.2%
Capital Equipment	0	0	0	N/A
Subtotal	1,801,005	1,635,302	165,703	10.1%
Benefits (Insurance & Taxes)	0	0	0	N/A
Total with Benefits	1,801,005	1,635,302	165,703	10.1%

Social Service Groups				
Other Charges	854,418	530,368	324,050	61.1%
	854,418	530,368	324,050	61.1%

Wor-Wic Community College				
Other Charges	2,618,000	2,530,242	87,758	3.5%
Capital Equipment	0	0	0	N/A
	2,618,000	2,530,242	87,758	3.5%

Board of Education				
BOE Operating Budget	136,314,579	126,705,070	9,609,509	7.6%
Interfund Charges (State & Other Funding)	(26,742,508)	(25,939,751)	(802,757)	3.1%
County Required Local Share/MOE	99,501,419	100,006,640	(505,221)	-0.5%
County Required Share Teacher Pension	818,722	758,679	60,043	7.9%
<i>Additional Funding Requested Above MOE</i>	<i>9,251,930</i>	<i>0</i>	<i>9,251,930</i>	<i>N/A</i>
BOE Debt Service	7,678,694	10,797,206	(3,118,512)	-28.9%
Total Operating & Debt Service	117,250,765	111,562,525	5,688,240	5.1%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Recreation Department				
Personnel Services	1,378,138	1,161,636	216,502	18.6%
Supplies & Materials	631,255	530,565	100,690	19.0%
Maintenance & Services	245,678	210,590	35,088	16.7%
Other Charges	41,853	45,630	(3,777)	-8.3%
Capital Equipment	38,000	37,500	500	1.3%
Subtotal	2,334,924	1,985,921	349,003	17.6%
Benefits (Insurance & Taxes)	289,682	0	289,682	N/A
Total with Benefits	2,624,606	1,985,921	638,685	32.2%

Parks Department				
Personnel Services	556,121	526,923	29,198	5.5%
Supplies & Materials	1,423,284	1,553,325	(130,041)	-8.4%
Maintenance & Services	148,766	139,815	8,951	6.4%
Other Charges	11,245	12,600	(1,355)	-10.8%
Capital Equipment	106,000	101,000	5,000	5.0%
Subtotal	2,245,416	2,333,663	(88,247)	-3.8%
Benefits (Insurance & Taxes)	162,457	0	162,457	N/A
Total with Benefits	2,407,873	2,333,663	74,210	3.2%

Library				
Personnel Services	2,317,654	2,200,460	117,194	5.3%
Supplies & Materials	469,975	469,810	165	0.0%
Maintenance & Services	341,507	334,157	7,350	2.2%
Other Charges	11,000	11,200	(200)	-1.8%
Capital Equipment	25,000	0	25,000	N/A
Subtotal	3,165,136	3,015,627	149,509	5.0%
Benefits (Insurance & Taxes)	581,128	0	581,128	N/A
Total with Benefits	3,746,264	3,015,627	730,637	24.2%

Recreation & Culture				
Other Charges	101,500	80,000	21,500	26.9%
	101,500	80,000	21,500	26.9%

Extension Service				
Supplies & Materials	19,799	17,014	2,785	16.4%
Maintenance & Services	195	2,980	(2,785)	-93.5%
Other Charges	247,500	235,631	11,869	5.0%
Capital Equipment	0	0	0	N/A
	267,494	255,625	11,869	4.6%

Natural Resources				
Supplies & Materials	73,935	73,935	0	0.0%
Other Charges	552,000	552,000	0	0.0%
	625,935	625,935	0	0.0%

Economic Development Department				
Personnel Services	161,321	144,992	16,329	11.3%
Supplies & Materials	218,840	221,500	(2,660)	-1.2%
Maintenance & Services	48,575	46,750	1,825	3.9%
Other Charges	20,620	14,783	5,837	39.5%
Capital Equipment	64,500	30,000	34,500	115.0%
Subtotal	513,856	458,025	55,831	12.2%
Benefits (Insurance & Taxes)	47,752	0	47,752	N/A
Total with Benefits	561,608	458,025	103,583	22.6%

ITEM 21

	FY2025 Requested	FY2024 Adopted	(\$) Difference (%)	
Tourism Department				
Personnel Services	350,045	327,707	22,338	6.8%
Supplies & Materials	320,700	236,778	83,922	35.4%
Maintenance & Services	845,558	812,734	32,824	4.0%
Other Charges	12,850	8,050	4,800	59.6%
Subtotal	1,529,153	1,385,269	143,884	10.4%
Benefits (Insurance & Taxes)	58,639	0	58,639	N/A
Total with Benefits	1,587,792	1,385,269	202,523	14.6%
Taxes Shared W/Towns				
Other Charges	3,630,114	3,120,957	509,157	16.3%
	3,630,114	3,120,957	509,157	16.3%
Grants to Towns				
Supplies & Materials	150,000		150,000	N/A
Other Charges	6,999,511	6,417,375	582,136	9.1%
	7,149,511	6,417,375	732,136	11.4%
Insurance & Benefits				
Maintenance & Services	10,000	5,000	5,000	100.0%
Retirement, OPEB & Other Insurance	24,258,854	26,625,018	(2,366,164)	-8.9%
	24,268,854	26,630,018	(2,361,164)	-8.9%
Debt Service				
Interfund Charges	10,077,454	13,199,262	(3,121,808)	-23.7%
Less: Alloc. Brd of Ed Debt	(7,678,694)	(10,797,206)	3,118,512	-28.9%
	2,398,760	2,402,056	(3,296)	-0.1%
Interfund Charges				
Transfers Out to Other Funds	4,500,000	0	4,500,000	N/A
Transfers Out to Reserve Fund	3,887,325	0	3,887,325	N/A
	8,387,325	0	8,387,325	N/A
TOTAL EXPENDITURES	\$ 270,193,052	\$ 235,890,227	\$ 34,302,825	14.5%

ITEM 21

FY2025 General Fund Revenue by Account Classification Report

	Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance	% Variance
Fund: 100 - General Fund						
REVENUES						
<i>PROP TAX - Property Taxes</i>						
	4000	Full Year Real Property Taxes	169,317,036.00	152,143,661.00	17,173,375.00	11%
	4010	Personal Property Taxes	286,630.00	389,756.00	(103,126.00)	-26%
	4020	Corporation Property Taxes	3,535,094.00	4,806,994.00	(1,271,900.00)	-26%
	4030	Railroad & Utility Property Tax	4,742,436.00	4,808,346.00	(65,910.00)	-1%
	4035	Railroad Real Property	2,341.00	2,442.00	(101.00)	-4%
	4040	Half Year Real Property Taxes	190,125.00	126,750.00	63,375.00	50%
	4050	Tax Additions & Abatements	(208,200.00)	(208,200.00)	0.00	0%
	4060	Interest on Delinquent Taxes	750,000.00	800,000.00	(50,000.00)	-6%
	4070	Discounts Allowed on Taxes	(500,000.00)	(500,000.00)	0.00	0%
	4080	Tax Credits For Assessment I	(4,840,506.00)	(2,948,889.00)	(1,891,617.00)	64%
<i>Account Classification Total: PROP TAX - Property Taxes</i>			\$173,274,956.00	\$159,420,860.00	\$13,854,096.00	9%
<i>INC TAX - Income Tax</i>						
	4100	Income Tax	47,000,000.00	40,000,000.00	7,000,000.00	18%
<i>Account Classification Total: INC TAX - Income Tax</i>			\$47,000,000.00	\$40,000,000.00	\$7,000,000.00	18%
<i>OTHER TAX - Other Taxes</i>						
	4200	Admission & Amusement Taxes	700,000.00	700,000.00	0.00	0%
	4210	Recordation Taxes	8,725,000.00	7,000,000.00	1,725,000.00	25%
	4221	Cannabis Tax	100,000.00	0.00	100,000.00	N/A
	4240	Food Tax	110,000.00	110,000.00	0.00	0%
	4250	Room Tax	275,000.00	265,000.00	10,000.00	4%
	4250.040	Room Tax Due to Unincorporated Areas	1,500,000.00	1,500,000.00	0.00	0%
	4340	Transfer Tax	5,500,000.00	4,000,000.00	1,500,000.00	38%
<i>Account Classification Total: OTHER TAX - Other Taxes</i>			\$16,910,000.00	\$13,575,000.00	\$3,335,000.00	25%
<i>ST SHRD - State Shared</i>						
	4300	Highway Users Taxes	1,783,847.00	1,470,169.00	313,678.00	21%
	4310	911 Fees	1,787,308.00	1,400,000.00	387,308.00	28%
<i>Account Classification Total: ST SHRD - State Shared</i>			\$3,571,155.00	\$2,870,169.00	\$700,986.00	24%
<i>FRNCH - Franchise Fees</i>						
	4400	Franchise Fees	22,690.00	22,506.00	184.00	1%
<i>Account Classification Total: FRNCH - Franchise Fees</i>			\$22,690.00	\$22,506.00	\$184.00	1%
<i>LOSS DSP ASTS - Gain/Loss on Disposal of Assets</i>						
	4600	Sale Of Fixed Assets	125,000.00	125,000.00	0.00	0%
<i>Account Classification Total: LOSS DSP ASTS - Gain/Loss on Disposal of Assets</i>			\$125,000.00	\$125,000.00	\$0.00	0%
<i>LIC/PRMT - Licenses and Permits</i>						
	4900	Liquor Licenses	950,000.00	950,000.00	0.00	0%
	4905	Vending Machine Licenses	65,000.00	65,000.00	0.00	0%
	4910	Traders Licenses	80,000.00	80,000.00	0.00	0%
	4915	Occupational Licenses	7,000.00	30,000.00	(23,000.00)	-77%
	4920	Bingo Permits	13,000.00	12,000.00	1,000.00	8%
	4927	Rental License Fee	210,000.00	195,000.00	15,000.00	8%
	4930	Building Permits	315,000.00	315,000.00	0.00	0%
	4932	Electrical Permits	21,000.00	18,000.00	3,000.00	17%
	4933	Commercial Plumbing Plan Review	2,500.00	2,500.00	0.00	0%
	4935	Marriage Licenses	20,000.00	20,000.00	0.00	0%
	4936	Civil Ceremony	1,200.00	1,000.00	200.00	20%
	4941	Shoreline Construction Permit	20,000.00	20,000.00	0.00	0%
	4942	Timber Harvest Permit	3,000.00	3,000.00	0.00	0%
	4943	SEC/SWM Permit	39,000.00	29,000.00	10,000.00	34%
	4945.010	Environmental Permits Burn Permit	600.00	600.00	0.00	0%
	4945.020	Environmental Permits Campground Permit	3,325.00	3,325.00	0.00	0%
	4945.030	Environmental Permits Septic Permit	29,000.00	24,000.00	5,000.00	21%
	4945.040	Environmental Permits Waste Hauler Permit	3,000.00	3,000.00	0.00	0%
	4945.050	Environmental Permits Well Permit	16,800.00	16,800.00	0.00	0%
	4945.060	Environmental Permits Other	300.00	300.00	0.00	0%
	4945.070	Environmental Permits Review Fee	60,000.00	40,000.00	20,000.00	50%
	4950	Health Permits	426,915.00	426,915.00	0.00	0%

FY2025 General Fund Revenue by Account Classification Report

Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance	% Variance
4955	Raffle Permits	1,500.00	1,500.00	0.00	0%
4960	Plumbing Permits	75,000.00	65,000.00	10,000.00	15%
4965	Gas Permits	20,000.00	20,000.00	0.00	0%
4970	Forestry Conservation Review Fees	6,000.00	6,000.00	0.00	0%
4980	Landfill Permits-Household	320,000.00	320,000.00	0.00	0%
4982	PAYT Tags - Household	7,500.00	7,500.00	0.00	0%
5060.100	Licenses and Permits Board of Zoning Appeal Fee	25,000.00	24,000.00	1,000.00	4%
5060.300	Licenses and Permits Site Plan Review	11,000.00	11,000.00	0.00	0%
5060.400	Licenses and Permits Rezoning Fee	2,000.00	4,000.00	(2,000.00)	-50%
5060.500	Licenses and Permits Subdivision Review Fee	12,000.00	12,000.00	0.00	0%
5060.600	Licenses and Permits Text Amendment Application Fee	1,200.00	1,600.00	(400.00)	-25%
5060.700	Licenses and Permits Nat Resources Text Amendment App	350.00	350.00	0.00	0%
<i>Account Classification Total: LIC/PRMT - Licenses and Permits</i>		\$2,768,190.00	\$2,728,390.00	\$39,800.00	1%
<i>CHG SVC - Charges for Services</i>					
4850.010	Credit Card Fees Environmental Programs	6,000.00	6,000.00	0.00	0%
4850.020	Credit Card Fees DRP	2,000.00	8,000.00	(6,000.00)	-75%
4850.030	Credit Card Fees States Attorney	1,100.00	2,100.00	(1,000.00)	-48%
4850.050	Credit Card Fees Recreation	1,100.00	1,500.00	(400.00)	-27%
4940	Shoreline Construction Application Fee	31,000.00	25,000.00	6,000.00	24%
5047	Stormwater Management Review Fee	95,000.00	95,000.00	0.00	0%
5065.100	Sheriff Fees Sheriff Fees - Paper Service	25,000.00	30,000.00	(5,000.00)	-17%
5065.200	Sheriff Fees Sheriff Fees - Peddler's License	200.00	0.00	200.00	N/A
5065.300	Sheriff Fees Sheriff Fees - Parking Fines	75.00	100.00	(25.00)	-25%
5065.400	Sheriff Fees Sheriff Fees - Animal Control Fees	1,500.00	5,000.00	(3,500.00)	-70%
5065.500	Sheriff Fees Animal Shelter Revenue	2,500.00	0.00	2,500.00	N/A
5065.700	Sheriff Fees Contractual Services	94,500.00	80,000.00	14,500.00	18%
5065.800	Sheriff Fees Body Worn Camera	100.00	0.00	100.00	N/A
5065.990	Sheriff Fees Other	1,500.00	0.00	1,500.00	N/A
5070.100	Sale of Publications & Copies Commissioners	350.00	350.00	0.00	0%
5070.300	Sale of Publications & Copies Dev. Review & Permitting	50.00	6,200.00	(6,150.00)	-99%
5070.600	Sale of Publications & Copies Elections	400.00	200.00	200.00	100%
5070.700	Sale of Publications & Copies Circuit Court	250.00	250.00	0.00	0%
5075	Library Use Charges	12,000.00	10,000.00	2,000.00	20%
5076	Library Erate Reimbursement	850.00	850.00	0.00	0%
5080	County Share Vehicle Tag Fee	1,000.00	1,000.00	0.00	0%
5085	Liquor Advertising Fees	1,200.00	1,200.00	0.00	0%
5090	Firearms Training Center Fee	7,500.00	8,000.00	(500.00)	-6%
5095.100	Payments For Jail Use Work Release	2,500.00	0.00	2,500.00	N/A
5095.400	Payments For Jail Use State Housing	81,630.00	24,420.00	57,210.00	234%
5095.500	Payments For Jail Use Weekenders	2,000.00	0.00	2,000.00	N/A
5095.600	Payments For Jail Use Social Security	2,500.00	6,000.00	(3,500.00)	-58%
5095.700	Payments For Jail Use State Mental Health Reimb.	20,000.00	20,000.00	0.00	0%
5095.800	Payments For Jail Use Pretrial Fees	5,000.00	5,000.00	0.00	0%
5100.100	Fire Inspection Fees Plan Review Fee	120,000.00	100,000.00	20,000.00	20%
5100.200	Fire Inspection Fees Fire Safety Fee	25,000.00	25,000.00	0.00	0%
5100.600	Fire Inspection Fees Fire Inspections QAP	25,000.00	25,000.00	0.00	0%
5105.100	Public Works Revenues Pipe Sales	50,000.00	40,000.00	10,000.00	25%
5107	Roads Department Fees	2,500.00	2,500.00	0.00	0%
5110	Recreation Fees	388,158.00	307,345.00	80,813.00	26%
5111	Ice Vending Machine Fee	20,000.00	0.00	20,000.00	N/A
5115	Mosquito Control Charges	45,000.00	50,000.00	(5,000.00)	-10%
5120	Circuit Court Bar Library	5,000.00	5,000.00	0.00	0%
5127	Recreation Center Rental Fees	24,900.00	26,600.00	(1,700.00)	-6%
5128	Recreation Sponsorships	13,900.00	13,900.00	0.00	0%
5130	Tourism Programs and Events	1,500.00	0.00	1,500.00	N/A
5142	Election Filing Fee	125.00	0.00	125.00	N/A
5155	CommunityService Fees	70,000.00	70,000.00	0.00	0%
5160	Family Services Legal Fees Other	500.00	500.00	0.00	0%
5161	Casino Security	8,500.00	0.00	8,500.00	N/A
5162	Seacrets Security	90,000.00	50,000.00	40,000.00	80%
5165	Critical Area Review Fees	8,000.00	8,000.00	0.00	0%
5167	Water/Sewer Plan Amendment Fee	2,000.00	2,000.00	0.00	0%
5175.200	Donations Sponsorship Program Recreation	6,000.00	23,500.00	(17,500.00)	-74%

ITEM 21

FY2025 General Fund Revenue by Account Classification Report

	Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance	% Variance
	5175.205	Donations Sponsorship Program Youth Scholarship Donations	1,500.00	1,500.00	0.00	0%
	5181	First Offender Program Fees	5,000.00	5,000.00	0.00	0%
	5185	Recycling Revenue	180,500.00	157,700.00	22,800.00	14%
	5186	Metal Recycling Revenue	35,000.00	30,000.00	5,000.00	17%
	5195	Tire Revenue	35,000.00	35,000.00	0.00	0%
	5215	Motor Coach Fees	15,000.00	15,000.00	0.00	0%
	5220.010	Park Fees Field Rental	15,000.00	15,000.00	0.00	0%
	5220.020	Park Fees Pavilion Rental	5,700.00	5,250.00	450.00	9%
	5220.030	Park Fees Tree of Life	2,400.00	800.00	1,600.00	200%
	5220.035	Park Fees Tournament Rental	55,000.00	40,000.00	15,000.00	38%
	5220.040	Park Fees User Fees	8,500.00	0.00	8,500.00	N/A
	5221	Parking Fees - Boat Landing	1,000.00	0.00	1,000.00	N/A
	5224	SPEC EVENTS - SPONSORSHIP	76,000.00	0.00	76,000.00	N/A
	5225	Concession Stand Fees	100,000.00	85,000.00	15,000.00	18%
	5226	Special Events Fees	33,090.00	114,950.00	(81,860.00)	-71%
	5227	Tournament Fees	7,500.00	15,000.00	(7,500.00)	-50%
	5230.010	Environmental Fees Perk Test Fee	16,000.00	13,500.00	2,500.00	19%
	5230.020	Environmental Fees Plat Review Fee	6,000.00	6,000.00	0.00	0%
	5230.030	Environmental Fees Water Sample Fee	400.00	400.00	0.00	0%
	5240	Shared Facility/Service Area Fee	500.00	500.00	0.00	0%
	5245	Solar Renewable Energy Credits	1,000.00	1,000.00	0.00	0%
	5435	BRF Admin Fee	22,500.00	22,500.00	0.00	0%
	<i>Account Classification Total: CHG SVC - Charges for Services</i>		\$1,927,478.00	\$1,649,615.00	\$277,863.00	17%
	<i>INT/PEN - Interest & Penalties</i>					
	4700	Interest On Investments	6,000,000.00	5,000,000.00	1,000,000.00	20%
	<i>Account Classification Total: INT/PEN - Interest & Penalties</i>		\$6,000,000.00	\$5,000,000.00	\$1,000,000.00	20%
	<i>FINES - Fines & Forfeitures</i>					
	5300	Court Fines	25,000.00	25,000.00	0.00	0%
	5310	Civil Infraction Fines	6,000.00	2,765.00	3,235.00	117%
	<i>Account Classification Total: FINES - Fines & Forfeitures</i>		\$31,000.00	\$27,765.00	\$3,235.00	12%
	<i>MISC - Miscellaneous</i>					
	4260.010	Rents/State Revenue Boat Landings	79,972.00	82,000.00	(2,028.00)	-2%
	4260.020	Rents/State Revenue County Administration	75,000.00	71,857.00	3,143.00	4%
	4260.030	Rents/State Revenue Elections	14,229.00	14,229.00	0.00	0%
	4270	Rents-Tower Site/Contrib & Donat	27,500.00	23,300.00	4,200.00	18%
	4800	Other Miscellaneous Revenue	200,000.00	200,000.00	0.00	0%
	4875	Tax Sale Revenue	13,500.00	0.00	13,500.00	N/A
	5420	Retiree Drug Subsidy	60,000.00	60,000.00	0.00	0%
	<i>Account Classification Total: MISC - Miscellaneous</i>		\$470,201.00	\$451,386.00	\$18,815.00	4%
	<i>INTGOV FED - Intergovernmental - Federal Revenues</i>					
	5541	Traffic Safety SHA	1,500.00	1,500.00	0.00	0%
	5600	Federal Payments In Lieu of Taxe	22,000.00	20,305.00	1,695.00	8%
	5625	CDBG Housing Rehab Grant	150,000.00	150,000.00	0.00	0%
	5664.020	US Fish and Wildlife Service Other General Government	6,750.00	7,000.00	(250.00)	-4%
	5675	Child Support Enforcement Grant	10,000.00	9,000.00	1,000.00	11%
	5745.300	Homeland Security Grant SHSGP	96,477.00	87,467.00	9,010.00	10%
	5745.600	Homeland Security Grant EMPG	76,317.00	74,876.00	1,441.00	2%
	5749	Local Assistance & Tribal Grant	50,000.00	50,000.00	0.00	0%
	5761	Jail - US Marshals Grant	415,000.00	0.00	415,000.00	N/A
	5770	Bulletproof Vest Program	7,500.00	0.00	7,500.00	N/A
	5774	Grant Programs - St Atty Federal	494,294.00	461,890.00	32,404.00	7%
	5785	MDE Beach Monitoring Grant	3,261.00	3,261.00	0.00	0%
	<i>Account Classification Total: INTGOV FED - Intergovernmental - Federal Revenues</i>		\$1,333,099.00	\$865,299.00	\$467,800.00	54%
	<i>INTGOV ST - Intergovernmental - State Revenues</i>					
	5515	DHCD Housing Administration Fee	7,000.00	7,000.00	0.00	0%
	5517	Other Housing Rehab Income	0.00	4,000.00	(4,000.00)	-100%
	5525	Conservation Easement Administrative Fee	25,000.00	25,000.00	0.00	0%
	5530	Eastern Shore Library Grant	80,000.00	80,000.00	0.00	0%
	5543	Dental Program Reimbursement	16,721.00	16,721.00	0.00	0%
	5630	Water System Monitoring Grant	48,750.00	17,560.00	31,190.00	178%
	5635	Police Protection Grant	200,000.00	244,113.00	(44,113.00)	-18%
	5640	State Library Aid	197,150.00	183,610.00	13,540.00	7%

ITEM 21

FY2025 General Fund Revenue by Account Classification Report						
	Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance	% Variance
	5645	Share of State Park Receipts	625,000.00	625,000.00	0.00	0%
	5650	State Aid for Fire Companies	370,000.00	370,000.00	0.00	0%
	5655	Program Open Space Grant - Parks	1,247,376.00	1,371,395.00	(124,019.00)	-9%
	5660	Waterway Improvement Grants	12,776.00	280,000.00	(267,224.00)	-95%
	5662	BRF Operations & Maintenance Grant	42,000.00	35,000.00	7,000.00	20%
	5663	Share of State Forest Land	73,000.00	70,000.00	3,000.00	4%
	5680	State Grant for Critical Areas	9,000.00	9,000.00	0.00	0%
	5688	MD Dept of Aging Grant	46,000.00	45,027.00	973.00	2%
	5690	SSTAP Grant	126,975.00	126,975.00	0.00	0%
	5700	911 ENSB Grant	0.00	153,595.00	(153,595.00)	-100%
	5704	MD AOC Security Grant	110,716.00	84,213.00	26,503.00	31%
	5705	State Grant for Tourism	160,000.00	160,000.00	0.00	0%
	5712	GOCCP Grant	106,700.00	50,000.00	56,700.00	113%
	5713	GOCCP - Sheriff Grants	425,000.00	0.00	425,000.00	N/A
	5715	Coastal Zone Grant	0.00	1,508,500.00	(1,508,500.00)	-100%
	5725	Family Support Grant	418,334.00	439,764.00	(21,430.00)	-5%
	5730	Septic System BRF Grant Program	260,000.00	240,000.00	20,000.00	8%
	5732	Conservation Easements Reimbursements	50,000.00	50,000.00	0.00	0%
	5735.020	Other Grants Tourism	104,160.00	0.00	104,160.00	N/A
	5735.050	Other Grants Recreation	18,500.00	10,500.00	8,000.00	76%
	5735.055	Other Grants Environmental Programs	96,000.00	96,000.00	0.00	0%
	5757	Trial Jury Reimbursement	54,000.00	54,000.00	0.00	0%
	5760	Drug Court Grant	224,076.00	224,706.00	(630.00)	0%
	5762	Heroin Coordinator Grant	52,000.00	50,615.00	1,385.00	3%
	5767	Medication Opioid Disorder Grant	100,000.00	0.00	100,000.00	N/A
	5905	Sheriff-Sex Offender Grant	8,000.00	10,000.00	(2,000.00)	-20%
	5910	Sher-Health Tobacco Enforcement	7,500.00	3,000.00	4,500.00	150%
	5912	Sher-Health Underage Drinking	5,000.00	4,000.00	1,000.00	25%
	5925	MALPF Admin Fee	12,000.00	12,000.00	0.00	0%
	5940	Intern Program Grant	100,000.00	100,000.00	0.00	0%
<i>Account Classification Total: INTGOV ST - Intergovernmental - State Revenues</i>			\$5,438,734.00	\$6,761,294.00	(\$1,322,560.00)	-20%
<i>TRNS IN - Transfers In</i>						
	5511	Casino/Local Impact Grant Funds	1,204,375.00	2,392,943.00	(1,188,568.00)	-50%
<i>Account Classification Total: TRNS IN - Transfers In</i>			\$1,204,375.00	\$2,392,943.00	(\$1,188,568.00)	-50%
REVENUES Total			\$260,076,878.00	\$235,890,227.00	\$24,186,651.00	10%
Fund REVENUE Total: 100 - General Fund			\$260,076,878.00	\$235,890,227.00	\$24,186,651.00	10%
REVENUE GRAND Totals:			\$260,076,878.00	\$235,890,227.00	\$24,186,651.00	10%



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
Kim Reynolds, Budget Officer
DATE: March 13, 2024
RE: FY2025 Notice of Public Hearing Requested Operating Budget Advertisement

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2025 Requested Operating Budget. The meeting will be held at the Government Center.

We plan to advertise with the following options:

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wcheating@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 6, 2024 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

6:00 P.M., Tuesday, May 7, 2024
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD

The advertisement for the Notice of Public Hearing FY2025 Requested Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of April 18 and April 25, 2024.

Attachment: Notice of Public Hearing

S:\Commissioners\Budget\KimR Budget\FY25 Budget\FY25 Public Budget Hearing Memo.docx



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kim Reynolds, Budget Officer
DATE: March 19, 2024
RE: Worcester County Notice of Public Hearing

Please print the attached two-page Notice entitled “Worcester County Notice of Public Hearing” in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on April 18, 2024 and April 25, 2024. I need to receive full-page tear sheets of each printing of the advertisement to confirm the run date. **This ad needs to run for TWO weeks.**

Here are a few guidelines that should be followed:

1. The notice **may not** be placed with legal notices or classified advertisements.
2. This notice does not have a size requirement but should not be any larger than a quarter page for large size print newspapers such as the Daily Times.
3. The County needs the certificate of publication mailed with the invoice for this display ad.

I will need to review the ad prior to printing. Please email the draft copy of the notice to kreynolds@co.worcester.md.us. If any questions arise, please call me at 410-632-1194. Thank you for your assistance.

Attachment: FY 2025 Requested Operating Budget Notice

S:\Commissioners\Budget\Kim R Budget\FY25 Budget\FY25 BudgetDocsMarch\FY25 Public Hearing Ad for Papers.docx

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING
FY 2025 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2025 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 6, 2024 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**6:00 P.M., Tuesday, May 7, 2024
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$10,116,174. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the requested budgets are available for public inspection on the Worcester County website at www.co.worcester.md.us.

GENERAL FUND ESTIMATED REVENUES			
	Requested Budget		Requested Budget
Property Taxes	\$ 173,274,956	Licenses & Permits	2,768,190
Income Taxes	47,000,000	Charges for Services	1,927,478
Other Local Taxes	16,910,000	Fines & Forfeits	31,000
State Shared	3,571,155	Interest	6,000,000
Federal Grants	1,333,099	Misc/Sale of Assets/& Other	617,891
State Grants	5,438,734	Transfer In – Casino/Local Impact	1,204,375
TOTAL ESTIMATED REVENUES			<u>\$260,076,878</u>

GENERAL FUND REQUESTED EXPENDITURES			
	Requested Budget		Requested Budget
Board of Education: Operating Expenses	\$109,572,071	Library	3,746,264
Debt Payments to be paid on behalf	7,678,694		
Boat Landings	54,438	Maintenance	2,132,224
Circuit Court	2,025,411	Mosquito Control	234,426
Commission On Aging	1,801,005	Natural Resources	625,935
County Administration	1,655,834	Orphan's Court	66,592
Debt Service (less Education Debt)	2,398,760	Other General Government	3,212,215
Development Review & Permitting	2,768,307	Other General Government: (State Dept. of Assessment Operating Exp)	685,000
Economic Development	561,608	Parks	2,407,873
Elections	1,498,587	Public Works Administration	1,183,057

ITEM 22

Emergency Services	4,242,329	Recreation	2,624,606
Environmental Programs	2,501,701	Recreation & Culture	101,500
Extension Office	267,494	Recycling	1,279,495
Fire Marshal	1,112,617	Sheriff	14,163,820
Grants to Towns	7,149,511	Social Service Groups	854,418
Health Department	11,715,307	State's Attorney	4,152,203
Homeowner Convenience Centers	896,276	Taxes Shared w/ Towns	3,630,114
Human Resources	701,134	Tourism	1,587,792
Information Technology	925,111	Treasurer	2,253,920
Retirement, Other Insurance & OPEB all-employees:	24,268,854	Vol. Fire Co. & Ambulance Co.	12,212,249
Jail	12,653,593	Wor-Wic Community College	2,618,000
Roads	5,585,382	Interfund Charges	8,387,325
TOTAL REQUESTED EXPENDITURES <u>\$270,193,052</u>			



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr. Vice PRESIDENT
 Caryn Abbott
 Theodore. Elder
 Eric J. Fiori
 Joseph M. Mitrecic
 Diana Purnell

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTONS. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOER. LESLIE
 COUNTY ATTORNEY

February 27, 2024

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Vicki O'Mara – Term Expiring Dec. 2023 – Library - Available for Reappointment

Commissioner Purnell – You have filled all your positions, Thank you!

Commissioner Bunting - You have One (1) position open:

- Susan Childs – Resigned – April 2022 – Commission for Women

Commissioner Abbott – You have filled all your positions, Thank you!

Commissioner Mitrecic – You have Three (3) positions open:

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board
- Michael Donnelly- Term Expiring Dec. 2023 – Local Development Council for Ocean Downs Casino
- Amy Rothermel – Term Expiring Dec. 2023 - LMB

Commissioner Elder - You have filled all your positions, Thank you!

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - **Resigned** - Dec. 21- Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)

(3) -Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.), **Term Expiring 1 -**
(Mitrecic) Michael Donnelly.

(4) -Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell)

1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton

2 – Terms Expiring Dec. 2023; Deborah Stanley, Gail Fowler

(2 - Total): Commission for Women:

(2) Resigned -Elizabeth Rodier, (Fiori) and Susan Childs (Bunting)

One interest letter - Ms. Gulyas

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

Staff Contact: Jennifer Kenner, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

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

* = Appointed to fill an unexpired term

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: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
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
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<u>Ex-Officio Members</u>		
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
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
 To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
 Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
 Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00- 20)
Patricia McMullen (00-02)	Davida Washington (*21-21)
William Merrill (90-01)	Donna Dillion (08-22)
Debbie Rogers (92-02)	C.D. Hall 10-22
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)
	Jake Mitrecic (15-21)

* = Appointed to fill an unexpired term

BOARD OF LIBRARY TRUSTEES

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

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

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

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

Compensation: None

Meetings: 1 per month except July, and August

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

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vicki O'Mara	Ocean Pines	*18-22 Available for Reappt.
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26
Jocelyn Briddell	Newark	21-26
Nancy Howard	Ocean City	16-21, 21-26
Kathryn Culbertson	Snow Hill	*21-23-28

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Beverly Dryden Wilkerson (06-10)
Lieselette Pennewell	Janet Owens	John Staley (97-11)
Edith Dryden	Ruth Westfall	James Gatling (01-11)
Clifford D. Cooper, Jr.	Helen Farlow	Shirley Dale (02-12)
Klein Leister	Judy Quillin	Edith Barnes (07-13)
Evelyn Mumford	Gay Showell	Richard Polhemus (11-16)
Ann Eschenburg	Susan Mariner	Richard Warner Davis (11-16)
Barbara Ward	Jacqueline Mathias	Frederick Grant (13-17)
Donald F. McCabe	Ann S. Coates (88-97)	Rosemary S. Keech (12-18)
Fannie Russell	Jim Dembeck (91-97)	Vivian Pruitt (09-19)
Stedman Rounds	Bill Waters (88-98)	Ron Cascio 09-19
Donald Turner	Geraldine Thweatt (97-98)	Donald James Bailey (16-21)
Sarah Dryden	Martha Hoover (87-99)	Holly Anderson (*10-21)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Leslie Mulligan (*17-21)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	
	Belle Redden (99-09)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 23

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27

Prior Members:

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)

Since 2009

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)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)

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

**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: \$100.00/meeting

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
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
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
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
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)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19, 19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term

^c = Charter member

Belinda A. Gulyas, M. Ed.



February 25, 2024

RE: WCCW Letter of Interest – District 3

To Whom It May Concern:

In 1994, I began my teaching career in Wilson, NC at the Eastern NC School for the Deaf. During the next year I moved to the Eastern Shore of Maryland to be closer to family and accepted a position at *Cedar Chapel Special School* (CCSS) as a special education teacher. Now as principal of CCSS since 2013, I strive each day to foster the power of communication and to always "keep moving forward" despite the obstacles.

Over the last 28 years of special educational experiences in public school, I have navigated numerous and varied collaborations with students, families, and the surrounding community. I believe that my knowledge and skill in advocating for individuals with disabilities could possibly support the Worcester County Commission for Women and align with their mission to create a more inclusive and equitable world where women have equal opportunities for success and fulfillment.

My professional goals throughout my career have always been grounded in guiding children to find their voice to “speak” their truth and their ambitions. I believe that this experience could be another opportunity for me to support how women and children can find their voice by supporting a multidisciplinary team that works to move our community forward. In addition, I believe this would also be a learning opportunity for me to better serve Worcester County students, families and my community by championing gender diversity and supporting women's voices and initiatives, which plays a crucial role in shaping a more just and balanced future for all.

Please see my attached resume for more detailed information. Please feel free to contact me with additional questions and/or references.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Belinda A. Gulyas".

Belinda A. Gulyas

