

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, we stand with the Worcester County Fire Marshal's Office and area fire agencies to proclaim October as National Fire Prevention Month. Because three out of five fire deaths happen in homes with either no smoke alarms or no working smoke alarms, we urge all to take steps to protect their homes and families; and

WHEREAS, the National Fire Protection Association's 2024 campaign, *Smoke Alarms – Make Them WORK for You!*, stresses the importance of having working smoke alarms in the home by following these key calls to action: install smoke alarms in every bedroom and outside each sleeping area, test smoke alarms at least once a month by pushing a test button, and replace all smoke alarms when they are 10 years old or stop responding when tested.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim October 6-12, 2024 as **Worcester County Fire Prevention Week** and recognize October as **National Fire Prevention Month**. Learn about safety and form a Family Action Plan at www.nfpa.org/Events/Events/Fire-Prevention-Week.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of October, 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

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PROCLAMATION

WHEREAS, this October, Domestic Violence Awareness and Prevention Month, we stand with Life Crisis Center professionals to raise awareness about the far-reaching impacts of domestic violence and to support the campaign #Every1KnowsSome1; and

WHEREAS, because one in three women and one in four men in the United States will experience relationship violence, it is likely that each of us knows someone affected by domestic abuse, whether we realize it or not. Together we can learn to recognize the signs of abuse, work collectively to end domestic violence, and create safe, healthy communities for everyone.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim October as **Domestic Violence Awareness and Prevention Month** and commend Life Crisis professionals for offering an array of services to those impacted by domestic violence.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of October, in the Year of Our Lord Two Thousand and Twenty-Four.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

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Theodore J. Elder

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Diana Purnell





Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: September 23, 2024
RE: Sheriff's Office Grant Awards & Acceptance Packages

The FY25 PACT, the FY25 SOCM, and the FY25 WAAG Grant Award & Acceptance Packages are attached for approval and signature. The PACT Grant application was approved at the 5/7/24 meeting. The applications for the SOCM Grant and the WAAG Grant were approved at the 6/4/24 meeting.

Attachments

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

August 30, 2024

Mr. Anthony W. Bertino
President
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863

RE: PACT-2025-0030

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County SO Body Worn Camera Program**," in the amount of \$40,000.00 has received approval under the Police Accountability, Community and Transparency Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office FY25 PACT Grant program helps to defraying the cost of the state-mandated, unfunded body-worn camera program. While definitely a high-cost endeavor, we are finding that the body-worn program provides increased public transparency and police accountability, as well as increased evidentiary material for criminal prosecution, for the whole of Worcester County. Program funds will go directly to payment 3 of 5 of the purchase contracts.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

PACT-2025-0030

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A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Paula Fitzpatrick**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink that reads "Dorothy Lennig". The signature is written in a cursive style with a large initial "D" and a long, sweeping tail.

Dorothy Lennig, Esq.
Executive Director

cc: Mrs. Carrie Tingle



8/30/2024

Governor's Office of Crime Prevention and Policy



Control Number:

49431

Regional Monitor:

Fitzpatrick, Paula

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: PACT-2025-0030

Sub-recipient: Worcester County Board of County Commissioners

Project Title: Worcester County SO Body Worn Camera Program

Implementing Agency: Worcester County Sheriff's Office

Award Period: **07/01/2024 - 06/30/2025** CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$40,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$40,000.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

Police Accountability Fund

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Dorothy G. R...

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



GOCCP Regional Monitor: Fitzpatrick, Paula
GOCCP Fiscal Specialist: Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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Project Title:	Worcester County SO Body Worn Camera Program		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
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Project Title:	Worcester County SO Body Worn Camera Program		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/30
- 10/01 - 12/31: reports due 01/30
- 01/01 - 03/31: reports due 04/30
- 04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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Project Title:	Worcester County SO Body Worn Camera Program		

27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below. Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDPA) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Regional Monitor:
Fiscal Specialist:

Fitzpatrick, Paula
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	PACT-2025-0030	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	Worcester County SO Body Worn Camera Program		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

- 3 Certification of Applicable Financial Reporting must be completed annually. The recipient must submit the required form (<https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>) as well as the designated applicable financial report. This form identifies how audits must be conducted in accordance with Maryland Solicitations Act 6-402(b)(7) and federal requirements under 2 C.F.R. 200.501(b). This form is to be endorsed by the Authorized Official.
- 4 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) may not make any grant funds available to that law enforcement agency.
- 5 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.
- 6 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

Initial _____

ITEM 2

- 7 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 8 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 9 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing gocppgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.
- 10 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 11 This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The GOCPP(Office) retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<https://www.gocpp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.



Regional Monitor:
Fiscal Specialist:

Fitzpatrick, Paula
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	PACT-2025-0030		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	Worcester County SO Body Worn Camera Program		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$40,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$40,000.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
BWC Storage/Warranty/Licensing Fee	Grant Funds	1	\$40,000.00	\$40,000.00

Other Total: \$40,000.00

Approved: 

 Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/30/2024

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 25, 2024

Mr. Anthony W. Bertino
President
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863

RE: SOCM-2025-0023

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**FY25 SOCM Grant**," in the amount of \$9,096.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office Sex Offender Registry Unit (SORU) is staffed by Deputy Sheriffs who are responsible for registering sex offenders as per Maryland Law. These Deputy Sheriffs conduct compliance checks of offender registrants verifying home and employment addresses. The SORU closely monitors sex offenders' employment, place of residency and probation requirements. Offenders who are on the registry are required to check-in with the Sex Offender Registry Unit as directed by Maryland Criminal Procedure Article 11-701 through 11-721. Grant funding in the amount of \$9,096 will allow us to conduct proactive compliance checks and conduct investigations utilizing overtime compensation.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

SOCM-2025-0023

Page 2

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Kyah Edwards**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink that reads "Dorothy Lennig". The signature is written in a cursive style with a large, stylized initial "D" and a long, sweeping tail.

Dorothy Lennig, Esq.
Executive Director

cc: Mrs. Carrie Tingle



7/25/2024

Governor's Office of Crime Prevention and Policy



Control Number:

49037

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number:	SOCM-2025-0023		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	FY25 SOCM Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$9,096.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$9,096.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

Sex Offender Compliance and Enforcement in Maryland

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Dorothy G. R...

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedojo/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



GOCCP Regional Monitor: Edwards, Kyah
GOCCP Fiscal Specialist: Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Edwards, Kyah
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Edwards, Kyah
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
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Project Title:	FY25 SOCM Grant		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/30
- 10/01 - 12/31: reports due 01/30
- 01/01 - 03/31: reports due 04/30
- 04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Edwards, Kyah
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
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Project Title:	FY25 SOCM Grant		

27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
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32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below. Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	SOCM-2025-0023	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 SOCM Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) may not make any grant funds available to that law enforcement agency.

4 GOCPYVS support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPYVS) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

5 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

ITEM 2

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.

Initial _____



Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	SOCM-2025-0023		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	FY25 SOCM Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$9,096.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$9,096.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Deputies	Overtime	Grant Funds	\$9,096.00

Personnel Total: \$9,096.00

Approved: 

 Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/24/2024

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

August 15, 2024

Mr. Anthony W. Bertino
President
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863

RE: WAAG-2025-0020

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**WCSO FY25 WAAG Grant**," in the amount of \$25,000.00 has received approval under the WARRANTS AND ABSCONDING PROGRAM program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office FY25 Warrant Apprehension and Absconding Grant Program (WAAG) will assist in greatly reducing the number of outstanding warrants, especially those related to violent crimes, in Worcester County, Maryland. Funds will provide overtime compensation for deputies to serve outstanding warrants outside of normal working hours. This effort will in turn reduce the number of violent offenders living in our communities and currently wanted by law enforcement. We are requesting \$30,000 to assist in these efforts.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

WAAG-2025-0020


Page 2

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink that reads "Dorothy Lennig". The signature is written in a cursive style with a large, stylized initial "D" and a long, sweeping tail.

Dorothy Lennig, Esq.
Executive Director

cc: Mrs. Carrie Tingle



8/15/2024

Governor's Office of Crime Prevention and Policy



Control Number: 49244
Regional Monitor: Jones, Quentin
Fiscal Specialist: Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number:	WAAG-2025-0020		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	WCSO FY25 WAAG Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$25,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$25,000.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

WARRANTS ABSCONDING Program

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Dorothy G. R...

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



GOCCP Regional Monitor: Jones, Quentin
GOCCP Fiscal Specialist: Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jones, Quentin
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/30
- 10/01 - 12/31: reports due 01/30
- 01/01 - 03/31: reports due 04/30
- 04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



GOCCP Regional Monitor: Jones, Quentin
GOCCP Fiscal Specialist: Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below. Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.

Regional Monitor:
Fiscal Specialist:Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	WAAG-2025-0020	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 WAAG Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) may not make any grant funds available to that law enforcement agency.

4 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

5 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

ITEM 2

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 8 Sub-recipient agrees to keep documentation of monthly overtime usage by using the Monthly Overtime Summary Report provided by the Governor's Office of Crime Prevention and Policy (GOCPP) or their own overtime report. Please note that the overtime report should identify how overtime was used as it relates to the grant funded project specifically.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	WAAG-2025-0020		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	WCSO FY25 WAAG Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$25,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$25,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Law Enforcement	Overtime	Grant Funds	\$25,000.00

Personnel Total: \$25,000.00

Approved: 

 Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/15/2024



TIMOTHY MULLIGAN
WARDEN

Worcester County Jail

SHYTINA M. DRUMMOND
ASSISTANT WARDEN

PO BOX 189
SNOW HILL, MARYLAND
21863

TEL 410-632-1300
FAX 410-632 3002

TO: Worcester County Commissioners
FROM: Shytina M. Drummond, Assistant Warden
DATE: September 12, 2024
RE: Out of State Travel Request

Out of State Travel Request

Worcester County Jail Department	1 # of Attendees	GL Account Code
Atlantic City, NJ Destination	10/8/2024 Depart	10/10/2024 Return

Purpose of Travel:

Attend a Warden's Conference in Atlantic City, NJ (PLEASE SEE ATTACHED)

Estimated Costs: Airfare	
Lodging	\$60/per day no more than 15% gratuity
Meals	
Registration Fees	
Car Rental	
Other Transportation	gas @.67 per mile (106 miles to and from)
Other	
Total	\$349

Shytina Drummond

From: Caldwell, Eugene <ecaldwell@co.gloucester.nj.us>
Sent: Thursday, August 8, 2024 12:03 PM
To: Ross, Ryan V.
Cc: MaryAnn Thompson; Shytina Drummond
Subject: RE: New Jersey Wardens Conference Attendance

Good Afternoon All,

Thank you President Ross for sending the representation, I look forward to seeing them in in October and they will be in good hands, as I always am at your conference.

I will reach out to both as we get closer for their check in check out dates, I will handle everything on my end. All they will need to do is show up and enjoy!

I don't see Bens email above...

Enjoy the rest of your summer and Ill follow up soon!

*Warden Eugene J. Caldwell 2nd
 Gloucester County Department of Corrections
 President, New Jersey County Jail Wardens Association
 President, New Jersey Chapter American Correctional Association
 856-384-4633 (office)
 856-229-4468 (cell)
 856-384-4613 (fax)*

From: Ross, Ryan V. <rossr@ccso.us>
Sent: Wednesday, August 7, 2024 11:09 AM
To: Caldwell, Eugene <ecaldwell@co.gloucester.nj.us>
Cc: MaryAnn Thompson <MaryAnn.Thompson@stmaryscountymd.gov>; Shytina Drummond <sdrummond@co.worcester.md.us>
Subject: RE: New Jersey Wardens Conference Attendance

Warden Caldwell,

Again, thank you for your generous hospitality. The MCAA is proud to be represented by two of our Executive Board Members; Shytina Drummond, Assistant Warden Worcester County Jail and Ben Stevenson, Director Montgomery County Department of Correction and Rehabilitation. Both are CCed in this email.

My very best,

-Ryan

Ryan V. Ross

Director, Charles County Detention Center
Charles County Sheriff's Office— Corrections Division
o. 301-609-5935
c. 210-210-2057
f. 301-932-3134

From: Caldwell, Eugene <ecaldwell@co.gloucester.nj.us>
Sent: Monday, July 15, 2024 10:23 AM
To: Ross, Ryan V. <rossr@ccso.us>
Cc: MaryAnn Thompson <MaryAnn.Thompson@stmaryscountymd.gov>
Subject: New Jersey Wardens Conference Attendance

Good Morning, I hope both are having a nice summer so far!
Just reaching out to put on your radar the request for 2 attendees from your organization to attend the NJ Wardens Conference at Harrahs in AC Oct 8-10.
All I need is the names at some point along with their contact information and I will take it from there
No rush, just planning ahead on my end.
Enjoy the rest of your summer.

*Warden Eugene J. Caldwell 2nd
Gloucester County Department of Corrections
President, New Jersey County Jail Wardens Association
President, New Jersey Chapter American Correctional Association
856-384-4633 (office)
856-229-4468 (cell)
856-384-4613 (fax)*

CAUTION: This email originated from outside of the Gloucester County Email System. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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: Kim Reynolds, Budget Officer, *Kim Reynolds*
 DATE: September 23, 2024
 RE: Out of State Travel Request

Out of State Travel Request

Administration	2	100.1001.7000.100
Department	# of Attendees	GL Account Code
Nashville, TN	7/26/2025	7/31/2025
Destination	Depart	Return

Purpose of Travel: The Association of Government Accountants (AGA) Professional Development Training (PDT) event has various education sessions from a variety of government financial experts. Training sessions include accounting, auditing, finance, and program management. We are requesting approval in advance of the FY26 budget due to limited hotel capacity and discounted early bird registration.

Estimated Costs: Airfare	\$1,150
Lodging	\$2,750
Meals	\$946
Registration Fees	\$1,900
Car Rental	
Other Transportation	\$250
Other	
Total	\$6,996



Through thought leadership, [certification](#), and national/chapter educational [events](#), AGA remains at the forefront of emerging issues and innovation driving excellence and transparency in government accountability. PDT offers three and a half days of educational sessions designed to equip federal, state and local government financial professionals with the skills and knowledge needed to enhance leadership, improve performance in cost-constrained environments, and address shared challenges using best practices.

The AGA Professional Development Training allows financial professionals the following:

- the opportunity to earn up to 24 CPE hours
- a choice between **nine (9)** concurrent breakout sessions. Top-notch speakers from federal, state and local government, academia and the private sector will keep you on top of your game with key information and educational experiences.
- meet with Tech Experts to help you with your tech and AI questions
- **Network and connect.** Engage with industry experts and government financial management colleagues who face the same or similar issues on the job. Exchange ideas to bring back to your organization and build the profession.
- access to all session recordings
- connect and empower professionals to help:
 - **Advance** sound financial practices, accountability, transparency and excellence in government
 - **Grow**, learn, excel and engage through a network of likeminded professionals and leaders
 - **Accelerate** professional careers through learning opportunities.

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

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: September 24, 2024
SUBJECT: Purchase of Replacement Steel Tank Station I
Ocean Pines Water and Wastewater Service Area

Public Works is requesting Commissioner approval to use \$54,219.00 from the Ocean Pines Water and Wastewater Collections Capital Equipment to purchase a replacement steel collection tank for Pump Station I. The approved FY 2025 budget included \$85,000.00 for the purchase of the replacement tank in account no. 555.8004.9010.090.

There are 2 tank manufacturers compatible with the Ocean Pines system, Highland Tank and Tanks Direct. Tanks Direct did not return phone calls or emails when requesting pricing and availability. A construction install quotation is not available at this time as most contractors will only hold pricing for 30 days. The remaining funds that are budgeted will cover the tank installation price.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
Tony Fascelli
Quinn Dittrich
Nick Rice

Highland Tank WATER TANK QUOTATION

TO: WORCESTER CO PUBLIC WORKS
 WATER & WASTEWATER DIVISION
 1000 SHORE LANE
 BERLIN MD 21811
 Attention: JEFF TINGLE
 Phone: 443-523-6731 Fax No: 410-641-5185
 Email: jTingle@co.worcester.md.us

Payment Terms: All orders subject to credit approval by Highland Tank.
 25% due at time of order; 65% due on completion of manufacturing;
 10% Net 30, for approved accounts.
 All first-time orders under \$5,000 require payment at order placement.

 Estimated Delivery: TBD
 from date of receipt of approved drawing.

RE: TAIL OF THE FOX DR ASME VESSEL
 FINAL DELIVERY ADDRESS TBD
 ~2005 GALLON ASME PV ASME F&D

Freight to: WORCESTER CO COMMISSIONERS

 BERLIN MD 21811

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	~2005 Gallon ASME Pressure Vessel - custom design per request Application: Aboveground Type: SINGLE WALL Material: SA 516 GR 70 PVQ CARBON STEEL Diameter: 6'0" Length: 10'4" Steel Thickness Per ASME Code Fittings: SEE BELOW VESSEL IS RATED FOR FULL VACUUM AND 15 PSIG PER ASME CODE SECTION VIII DIVISION 1. VESSEL INCLUDES: (1) 24" 150# FLANGED MANWAY STRAIGHT SHELL LENGTH OF 96". HEAD/SHELL THICKNESS PER ASME CODE. VESSEL FITTINGS INCLUDE: (5) 4" stubs/connections (2) 6" stubs/connections (2) 8" stubs/connections (1) 3/4" stub/connection (1) 1.5" stub/connection		
1	HIGH DRO LINER PLUS INTERNAL LINING		
1	White Urethane Topcoat - SP-6 Blast Included (Top 50% of Tank)		
1	HighGuard Exterior Coating (Bottom 50% of Tank) HighGuard Coating is not rated for UV resistance/aboveground use; HighGuard Coating only rated for underground use		

Quote No. 561028 1 Date 8/29/2024
 Quoted by:
 Gentry Stoltzfus
 gstoltzfus@highlandtank.com
 4535 Elizabethtown Rd
 Manheim PA 17545
 PH: 717-664-0600 FAX: 717-664-0617

Prices quoted valid for 20 days.
 Representative:
 ERIC WOLFER
 ewolfer@highlandtank.com
 4535 ELIZABETHTOWN RD
 MANHEIM PA 17545
 Phone: 610-368-7146

Description, prices and conditions accepted. Please return signed copy when placing order.



Accepted by: _____ Date: ___/___/___

Per Highland Tank Standard Terms and Conditions: www.HighlandTank.com/Terms/TermsConditionsHighDRO.pdf

Highland Tank WATER TANK QUOTATION

TO: WORCESTER CO PUBLIC WORKS
 WATER & WASTEWATER DIVISION
 1000 SHORE LANE
 BERLIN MD 21811
 Attention: JEFF TINGLE
 Phone: 443-523-6731 Fax No: 410-641-5185
 Email: jTingle@co.worcester.md.us

Payment Terms: All orders subject to credit approval by Highland Tank.
 25% due at time of order; 65% due on completion of manufacturing;
 10% Net 30, for approved accounts.
 All first-time orders under \$5,000 require payment at order placement.

Estimated Delivery: TBD
 from date of receipt of approved drawing.

RE: TAIL OF THE FOX DR ASME VESSEL
 FINAL DELIVERY ADDRESS TBD
 ~2005 GALLON ASME PV ASME F&D

Freight to: WORCESTER CO COMMISSIONERS
 BERLIN MD 21811

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	No components or accessories are included unless specifically listed. **Preliminary updated design based upon previous design and provided dwg set -half in ground, half out of ground *anchoring by others **Revised to offer ASME F&D Heads to reduce overall tank length - SSL of 96"; Overall Length of ~124" (ASME F&D head overall height of ~14")		
			53,594.00
			625.00
			54,219.00

Customers should always check with the local authorities having jurisdiction for code compliance.

Quote No. 561028 1 Date 8/29/2024
 Quoted by:
 Gentry Stoltzfus
 gstoltzfus@highlandtank.com
 4535 Elizabethtown Rd
 Manheim PA 17545
 PH: 717-664-0600 FAX: 717-664-0617

Prices quoted valid for 20 days.
 Representative:
 ERIC WOLFER
 ewolfer@highlandtank.com
 4535 ELIZABETHTOWN RD
 MANHEIM PA 17545
 Phone: 610-368-7146

Description, prices and conditions accepted. Please return signed copy when placing order.
 Accepted by: _____ Date: ____/____/____
 Per Highland Tank Standard Terms and Conditions: www.HighlandTank.com/Terms/TermsConditionsHighDRO.pdf



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

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director
DATE: September 24, 2024 *Dallas Baker Jr*
SUBJECT: Purchase of Replacement Pump for Station T
Ocean Pines Water and Wastewater Service Area

Public Works is requesting Commissioner approval to use \$51,795.00 from the Ocean Pines Water and Wastewater Collections Capital Equipment to purchase a replacement pump for Pump Station T. The approved FY 2025 budget included \$60,000.00 for the purchase of the replacement pump in account no. 555.8004.9010.090.

The existing pumps are original to the lift station that were put in service in 1990. Flygt pumps are the approved sole source manufacturer for County wastewater pumps. The lead time is estimated at 12-14 weeks. Not approving this purchase would mean that if this pump failed wastewater would backup into public/private residents' property and potentially illicit fines from Maryland Department of the Environment.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Tony Fascelli
 Quinn Dittrich
 Nick Rice



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: October 1, 2024
RE: Request to Purchase – Hyster Forklift for Recycling

Public Works is requesting Commissioner approval to purchase a forklift for the recycling division from Eastern Lift Truck Company. The total purchase price is \$49,985, reflecting a 22% discount off the list price. This quoted price is based on a competitively awarded contract with the vendor from the State of Pennsylvania.

Funding has been approved in the FY25 Recycling Division budget under account 100.1206.9010.070 Capital Equipment Heavy Equipment in the amount of \$50,000.

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



EASTERN LIFT TRUCK CO.
 11512 COMMERCIAL LANE
 LAUREL, Delaware 19956
 Phone: 302-875-8961



Model: H50A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Worcester Co Gov		
ADDRESS	TIMMONS STREET Snow Hill, Maryland 21863		
SHIP-TO ADDRESS	TIMMONS STREET Snow Hill, Maryland 21863		
CONTACT NAME	Mr. ED SARGENT		

PROPOSED BY	Jim VunCannon	TITLE	salesman
PHONE	856-779-8880	EMAIL	jvuncannon@easternlifttruck.com
CELL	410-353-5022		

DATE	2023-12-18	QUOTE EXPIRATION	2024-08-01
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EASTERN LIFT TRUCK CO.
11512 COMMERCIAL LANE
LAUREL, Delaware 19956
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Quoted: H50A - 2

Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H50A Lift Truck - 5,000 lb. Nominal Capacity, Class V	1
Construction	Keyswitch Start Standard (-4° F to 104° F) Noise Reduction Package	
Powertrain	Engine - Yanmar 2.1L DOC with CAC (59 hp) Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Electronic Powershift Transmission	
Powertrain Options	High Air Intake Low Exhaust UL Label - Classification Type D Fuel Cap - Non-lockable	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class II - 189" (4800mm) Maximum Lift Height - 84" (2070mm) Overall Lowered Height [Premium] Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	42" (1067mm) Wide - Class II - Hook Type Integral Sideshifting Fork Positioner Carriage 48" (1220mm) High Load Backrest Extension	
Forks	60" Long x 1.6" Thick x 3.9" Wide (1520mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Standard Displacement Hydraulic Pump	
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted	
Wheels & Tires	Standard Tread Width Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) - Premium Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid	

ITEM 7



EASTERN LIFT TRUCK CO.
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LAUREL, Delaware 19956
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Included Items	Description	Quantity
Operator Compartment	85" Rectangular Tube - High Grid Style Overhead Guard Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard 2.8" (71mm) Color Touchscreen Display Polycarbonate Rain Top for Overhead Guard Console Tray Fire Extinguisher - 2.5 lb. Dry Chemical Rear Drive Handle with Horn Button Dynamic Stability System	
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column On Demand Hydrostatic Power Assist Steering Steering Wheel with Spinner Knob Steer Column with Infinitely Adjustable Tilt	
Seat	Full Suspension Vinyl Seat [Premium] Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Chassis Options	Hood	
Telemetry	Telemetry Antenna Delete	
Lights & Alarms	Halogen Work Lights - 2 Front Manual Work Light Control Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Amber Strobe Light - Ignition Activated	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	
Fees & Surcharges	Freight Fees & Surcharges Destination Charge	

Finance

ITEM 7



EASTERN LIFT TRUCK CO.
11512 COMMERCIAL LANE
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Phone: 302-875-8961



Option 1

22 PERCENT STATE CONTRACT DISCOUNT APPLIED

COMMONWEALTH of PENNSYLVANIA DEPT of GENERAL SERCVIVES CONTRACT NUMBER 008-E23-1242

Initial to Add _____

Date _____



EASTERN LIFT TRUCK CO.
11512 COMMERCIAL LANE
LAUREL, Delaware 19956
Phone: 302-875-8961



Total Investment

Price H50A - 2	\$49,985.00	Qty: 1
Quoted Quantity	1	TOTAL: \$49,985.00

F.O.B. Factory (factory freight not included). Price is exclusive of any taxes. Due to the volatility of the supply chain, transportation, extended lead times, etc., we reserve the right to revise our pricing in direct correlation to price surcharges/increases received from the OEM. Lease payment quotes are subject to possible interest rate indexing at time of delivery. This sales order/proposal is subject to Eastern Lift Truck Co.'s Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference.

Proposal By:	Jim VunCannon	Accepted By:	_____
Signature:	_____	Signature:	_____
Date Signed:	_____	Date Accepted:	_____
		PO Number:	_____



EASTERN LIFT TRUCK CO.
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Terms and Conditions

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing in the corporate office in Maple Shade, NJ. All contracts shall be deemed to have been executed in New Jersey. Lease payments based on prevailing interest rates at time of delivery; payments may be adjusted accordingly. Due to recent government tariffs, the above pricing may be adjusted prior to shipment. While we have not repriced orders in the past; due to the volatility of the supply chain, transportation, and labor markets; in the event of an OEM price increase Eastern Lift Truck Co., Inc. reserves the right to revise our pricing in direct correlation to the price increase received from the OEM.

DELIVERIES

Promises of delivery are given as accurately as conditions permit; seller does not guarantee to accomplish shipments on date or dates mentioned. F.O.B. – Shipping Point

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller be liable for consequential delays or losses.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30% restocking fee will be charged for any and all cancellable orders.

WARRANTIES

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

PAYMENT TERMS

Terms are net upon receipt of invoice. Accepted methods of payment are cash and check. Credit Card payment accepted upon special request, Eastern Lift Truck Co., Inc. approval, and a 2.5% service charge. Sales or use taxes, any type of property tax or any manufacturer's or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of seller's credit department. This and all subsequent purchases are payable to Eastern Lift Truck Co., Inc.

Invoices that are not paid within 30 days of invoice date, or alternative terms defined herein, are deemed delinquent. Eastern Lift Truck Co., Inc. reserve the right to charge interest on delinquent amounts at the lesser of (a) one percent (1.0%) per month from the date the invoice is delinquent or (b) the maximum monthly amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. The Customer further agrees that in the event any collection action is required to collect unpaid balances due, Customer agrees to reimburse Eastern Lift Truck Co., Inc. for all such collection costs, including without limitation attorneys' fees.

The seller reserves the right to cancel this contract and collect fees as noted in 'cancellations' upon: 1. Breach of contract by the purchaser. 2. Failure by purchaser to make payments as required. 3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general. No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.



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: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: September 23, 2024
SUBJECT: Request to Purchase – Questica Budget Software

County Administration is requesting approval to purchase Questica Budgeting Software. This software will fully integrate with New World Systems, our current financial software. This software will cut down on non-value added activities by creating streamlined and user friendly reports for all users involved in the budget process. This software includes the following modules: Operating, Personnel Planning & Budgeting, Capital Planning, Performance, and Statistical Ledger.

The implementation and software subscription cost for year one is \$139,861. Funding of \$77,000 was approved in the FY25 budget account 100.1090.070.6130.070 for the software subscription and the remainder of funding was approved in the Assigned Fund balance “Financial Software” project.

The county is leveraging a competitively awarded contract that the vendor has with another government entity. By using this existing contract, we can minimize administrative costs and start implementing the budget software in the current FY25 budget.

Attached: Software Budget Proposal
Software Price Quote
Software Agreement



Questica Budget Proposal

Worcester County, MD

Prepared By: Ben Landis

Prepared On: September 12, 2024



Kim Reynolds
Budget Officer
Worcester County, MD

Dear Kim,

Questica Ltd. is thrilled with the possibility of partnering with Worcester County in its effort to transform the current budget development and management process. We welcome an opportunity to leverage 26 years of success with public sector customers across North America to help Worcester County.

- Transition from labor-intensive, unsupported on premise software to an efficient, comprehensive, cloud based budgeting and forecasting software system
- Enable County staff to more actively participate in a collaborative budgeting process remotely or in the office
- Better serve the planning team, finance staff, executive leadership and the community by facilitating analytics with upto-date information presented in actionable reports, dashboards, and queries.
- Budget more effectively for personnel, manage multiple scenarios and decision packages in a single system with a consistent, user-friendly user-interface.

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Simply put, Questica is the most trusted budgeting solution provider by governments in North America. Some key considerations that set Questica apart include the following:

- **Full circle, end-to-end budgeting solutions:** Questica provides a single solution with modules and functionality to address your budgeting needs from start to finish. Per your requirements, we've provided a proposal that addresses your Operating, Personnel, Capital and Transparency budgeting needs.
- **More configurable, less customizations:** Questica's 26 years in the government budgeting space means we've seen best practices across multiple budgeting approaches at hundreds of State and Local agencies and organizations. Rather than customize the platform for each approach, Questica builds in incremental best practices as configurable options, offering Questica customers the ability to replicate those processes without re-inventing the wheel. Ultimately, this leads to quicker, less costly, and more stable implementations for long-term ROI.
- **You are in control:** Questica Budget is designed for client-side administration, with security, reports, and workflow configurable at the admin user level. We also leverage a single tenant architecture, which means that each customer has a unique and segregated instance of our software, enabling the County to choose when to apply software updates, based on your convenience and schedule.
- **Singular focus and purpose built for government:** Questica Budget is not a generic "one-size-fits-all" solution, nor is it a "Swiss army knife" that proposes to do many things half-well. Instead, Questica Budget is a point solution that excels at enabling a collaborative budgeting process for state and local governments, and public agencies. Since our inception, we have been 100% focused on crafting best-in-class budgeting solutions for the public sector.
- **Right sized for you.** Questica is big enough to support your organization, yet nimble enough to remain agile. We currently have 130+ employees, which means we have the resources needed to support large-scale, complex implementations while remaining flexible to accommodate your unique requirements. We manage all aspects of our customer implementation, from kick-off to post-implementation support, exclusively with Questica employees.

We have an unmatched track record of success in implementing our solutions for government and educational organizations and we stand firm in our **'getting it done right the first time'** mission. We look forward to continued conversations with your finance team and to demonstrating how Questica will provide unquestionable value and return on investment to the County.

Sincerely,

Ben Landis
Senior Account Executive
ben.landis@eunasolutions.com

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WHO WE ARE

For the past 26 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica's budgeting, performance, transparency, and engagement software solutions.



Questica is consistently recognized as one of the leading and most trusted budgeting software solutions:

- 2021 – 2019** As part of Euna Solutions (previously GTY Technology), recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways.
- 2019** CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider."
- 2018** "10 most trusted public sector solution providers" by Insights Success magazine.

The Questica team is comprised of roughly 130+ technology experts, budget professionals and business specialists who have decades of experience working with local government. We in fact represent the largest group of budget software experts in North America dedicated to serving the public sector.



Euna Solutions is a leading provider of purpose-built, cloud-based solutions that power critical administrative functions and financial operations for the public sector. Formerly GTY Technology, Euna Solutions offers easy-to-use solutions for procurement, payments, grant management, budgeting, permitting and K-12 administration that are proven to increase operational efficiency, transparency, collaboration, and compliance. Euna Solutions is a trusted partner to more than 2,000 government and public sector organizations across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Euna propels public sector progress. To learn more, visit www.eunasolutions.com.

Our team understands the unique challenges that government organizations face when preparing, managing, and sharing the details of a budget, and we bring our collective years of experience to the Worcester County project.



WHO USES QUESTICA BUDGET?

- ◆ Frederick County MD
- ◆ Washington Suburban Sanitary Commission MD
- ◆ City of Alexandria VA
- ◆ Mathews County VA
- ◆ City of Greensboro NC
- ◆ City of Concord NC
- ◆ City of Denver CO
- ◆ City of Spokane WA
- ◆ City of Glendale AZ
- ◆ Wicomico Public Schools MD
- ◆ City of Chesapeake VA
- ◆ Gloucester County VA
- ◆ Chesapeake Public Schools VA
- ◆ City of Gastonia NC
- ◆ City of High Point NC
- ◆ City of Pittsburgh PA
- ◆ City of Fort Worth TX
- ◆ Orange County FL

QUESTICA BUDGET CLIENT SUCCESS STORIES

Select a logo to learn more about how our clients are using Questica.



We have a lot more confidence in the data that's in and coming out of Questica. The security structure in Questica is much more robust and it's just a really good powerful system. Some of the things that hadn't ever worked correctly in the old system, we now have.



— **Laura Altizer**, Former Budget Performance Manager
City of High Point



Questica's customer service and responsiveness are excellent.

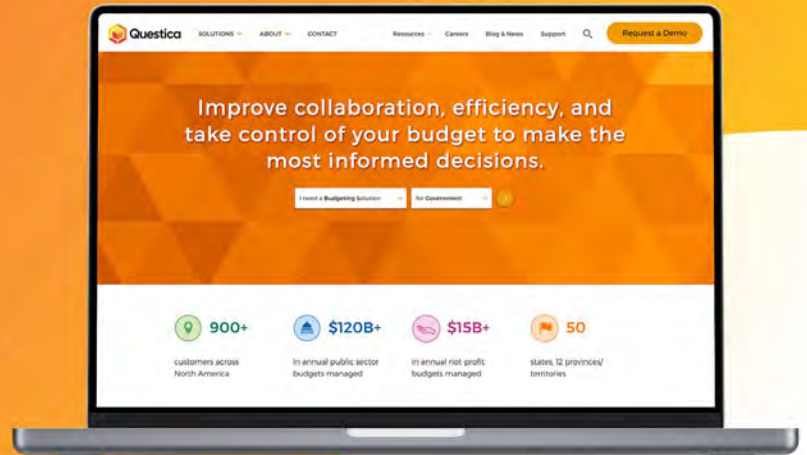


— **Kelly Greunke**, Manager of Budget Operations
Office, City and County of Denver



ABOUT QUESTICA

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support.



OUR MISSION

“We’re on a mission to simplify the complexities of public sector finance, empowering brilliance at every turn.”

—TJ Parass, Co-Founder of Questica



At Questica, our mission is to empower many to work together in a secure environment, to take control of their budget, and make informed decisions. For the past 26 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica’s budgeting, performance, transparency, and engagement software solutions.

OUR GOAL

Questica’s goal is to drive budget transformation by creating a single source of data truth. As a leader of budgeting preparation and management software since 1998, Questica partners with public sector organizations to better enable data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust.



Over 900 local and provincial governments, colleges, universities, K-12 schools, hospitals, healthcare facilities and non-profit organizations have eliminated spreadsheets using our budgeting, performance, transparency and engagement solutions. Across 50 states, and 12 provinces and territories, we’ve engineered custom budget solutions for public sector customers which seamlessly integrate with existing financial and other systems.

WHY CLIENTS CHOOSE US

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our ‘getting it done right the first time’ mission. We’ve integrated highly scalable solutions for public sector entities managing budgets of a few million, and other organizations multi-billion-dollar annual spending plans. Our team is comprised of technology experts, budget professionals and business specialists. We are passionate and friendly collaborators who enjoy teaming with our customers to find the right solution to meet their needs.



KEY BENEFITS OF QUESTICA



CLOUD-BASED

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Cloud-based solutions enable clients to access their budget data online at any time and from any location. Hosting on single tenant architecture means your budget data is isolated from other clients', with the flexibility to choose when to upgrade to new versions of the product.

COLLABORATIVE

Budgeting is a people-centric process that requires communication and teamwork. The Questica Budget Suite is a collaborative platform that allows your budget managers to work with departments to prepare and manage budgets efficiently. We streamline budget access for financial and non-financial contributors; the result improves communication and expedites decision-making. This is particularly important if staff work remotely.



FUNCTIONALITY

Questica Budget is feature-rich and provides powerful functionality for greater control and visibility into budgets. With the tools to calculate, analyze, forecast, report on, and develop what-if scenarios for budgets, users gain deeper financial insights while creating budgets that last. With seamless integration for flow of data to the existing ERP, users can build budgets based on accurate, real-time financial information.



CONFIGURABILITY

Configurability means fewer requirements for customization. This will save time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.

FLEXIBILITY

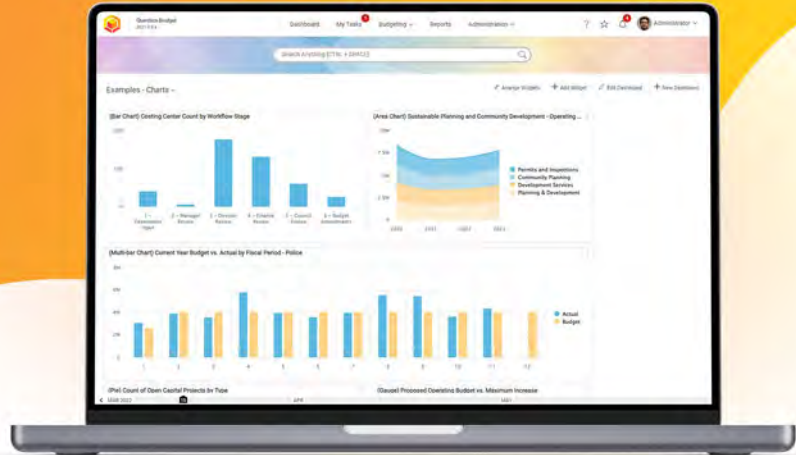
COVID-19 continues to challenge communities, heightening the need for local governments to make decisions quickly and accurately. Our product offers the capacity for multiple scenario models, for governments preparing for the future, and pivoting as plans change. When your plans shift, you don't want to be limited by manual data entry, spreadsheets, or an inflexible legacy system. Questica Budget adapts with you, adjusting to your new budget trajectory to reallocate funds or evaluate potential cost savings.



INNOVATION

Innovation at Questica is driven by feedback on existing product features, and the anticipated need for new features that accommodate new challenges. Questica's product strategy is based on feedback from our clients, all public sector organizations, and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of our product Suite.

QUESTICA BUDGET



OVERVIEW

The Questica Budget Suite is an end-to-end budgeting system that will help you manage the budgeting process with greater efficiency and accuracy. We are confident that our budget system is the right application for your needs, providing powerful features that support ongoing budget development and reveal key budget insights that may have been hidden in a spreadsheet.

OPERATING MODULE

Questica Budget is designed for non-finance department and non-technical users to prepare and maintain their budgets directly in the system. Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and divisions and can also be categorized on a fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

The image shows a screenshot of the 'Account Summary' table in the Questica Budget Suite. The table displays financial data for various cost centers across multiple fiscal years. The columns include '2018 Actual', '2019 Budget', '2019 Variance', '2020 Actual', '2020 Budget', '2020 Variance', '2021 Actual', and '2021 Variance'. The rows are organized into sections for 'All Account Type Revenues' and 'All Account Type Expenses'. The table includes a 'Promote' button in the top right corner and various icons for actions like 'Print', 'Export', and 'Download'.

	2018 Actual	2019 Budget	2019 Variance	2020 Actual	2020 Budget	2020 Variance	2021 Actual	2021 Variance	2022
All Account Type Revenues									
3 2000 - User Fees - Average	1,405.25		1,405.25	144.81		144.81			
3 2074 - Miscellaneous Fees	1,405.25		1,405.25	144.81		144.81			
3 2922 - Financial Stability Reserve							47,200.00	-47,200.00	47,200.00
All Account Type Expenses	(1,952,272.91)	(1,818,891.45)	211,381.46	(1,849,764.26)	(2,291,214.71)	391,349.51	2,148,499.47	(2,148,499.47)	(2,291,138.42)
3 4102 - Benefits	351,122.84	30,000.00	271,122.84	332,122.84	343,248.77	(11,125.93)	(17,121.12)	343,239.94	402,263.74
3 4008 - Expenses - Pump/Turbine	1,844,652.85	1,871,403.45	42,750.60	1,875,229.48	1,845,289.00	27,940.48	(1,352,178.41)	1,290,478.41	1,286,464.02
3 4009 - Revenues	3,000.00		3,000.00			3,000.00			
3 8211 - WQ Regular Time	113.88		113.88	148.28		148.28			
3 8221 - WQ Outside Purchases	6.39		6.39	80,842.27		80,842.27			
3 8111 - WQ Health Equipment Benefits	8.94		8.94	117.77		117.77			
3 4070 - Overtime	8.12		8.12	95.36		95.36			
3 4014 - Salaries - Outside							8,492.76	8,492.76	8,494.07
3 4118 - Conferences/Travel							(12,000.00)	12,000.00	1,284.86
3 4184 - Cells							(1,240.00)	1,240.00	1,284.86
3 4068 - Water							(700.00)	700.00	714.86
3 4072 - Insurance							(145,000.00)	145,000.00	112,724.28
3 4022 - Repairs and Maintenance							(122,270.00)	122,270.00	12,821.45
3 9224 - Work Order Revenues				168,844.76		168,844.76			
3 4028 - Recovery	0.130206		(1,141.06)	(27,727.06)		(27,727.06)			
3 4014 - Miscellaneous	346.27	2,000.00	(1,653.73)	116.47	3,000.00	(2,883.53)	(2,040.00)	2,000.00	2,040.00
3 4064 - Telecommunications	702.80	4,000.00	(3,297.20)	822.20	4,700.00	(3,877.80)	(8,678.00)	8,754.00	8,820.00
3 4788 - Recovery - WQS	23,891.50		23,891.50	26,872.42		26,872.42			
3 4284 - Laundry	279.21	1,000.00	(720.79)	384.84	8,000.00	7,615.16	(3,000.00)	3,000.00	3,165.00

Sample Costing Center Information

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items. Budgets can be managed at a monthly, quarterly, annual, or biennial basis. Grids are configurable and may consist of historical years, current year, and future forecast years.

PERSONNEL PLANNING & BUDGETING MODULE

Questica Budget’s Personnel Planning & Budgeting module performs like a calculator with advanced features, enabling accurate modeling and forecasting all costs associated with positions (filled and vacant) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, and other employee-related costs are all accounted for.

Each position is a record of all the information required to calculate base wages, as well as overhead costs such as benefits, allowances, and employer taxes; each is attributed to the appropriate GL Account (object code). Positions paid according to a union contract are assigned a pay grade and step, calculating pay from the pay scale for that contract. Alternatively, a position’s base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

Sample Annual Costing Positions

Description	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GL Account Type: Expenses / Expenditure	(54,979.09)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)
Base Wage	41,521.12	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76
FICA - Social Security (OASDI)	3,070.51	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86
FICA - Medicare	719.56	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84
Workers' Compensation	-1,411.35	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61
Life Insurance	77.25	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44
Dental and Vision	185.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00

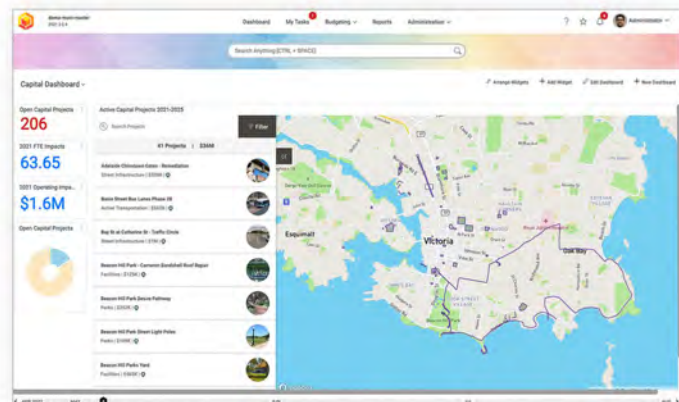
Sample Monthly Costing – Single Position

CAPITAL MODULE

Questica Budget’s Capital module simplifies and centralizes the process of capital budget planning and execution. Users can import prior years’ budget data (actual costs and budget values) into Questica Budget and create multi-year capital projects where they can identify their expenditures and funding sources, and make adjustments as they prepare their budgets.

Users can construct their capital projects on an annual, quarterly, or monthly basis, enter narrations or explanations for their requests and categorize their projects based on different criteria such as tangible capital assets, fund(s), or project status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project ranking can also be administered according to user-defined criteria, and multiple project scenarios can be created for each project.

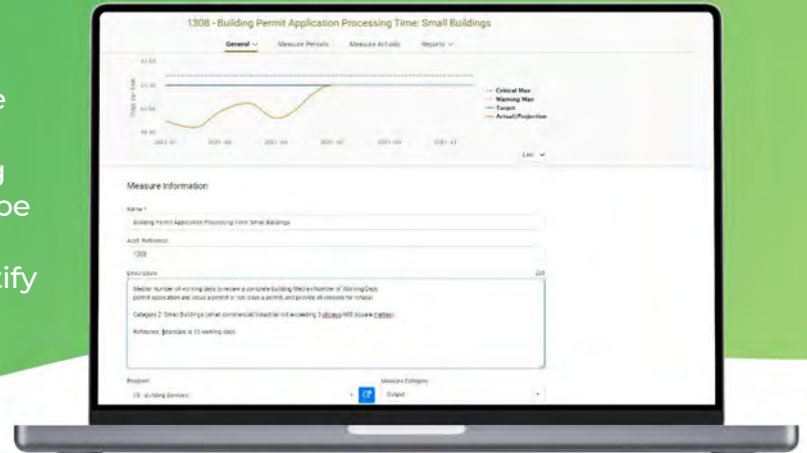
The Capital module also gives the ability to manage budgeting activities related to grant programs of varying complexities. The “type” field on projects is commonly used to indicate that the project is to be treated as a grant.



Sample Capital Improvement Plan Transparency – Interactive Visual Map

PERFORMANCE MODULE

Questica Budget's Performance module allows users to establish objectives and track budget progress toward achieving these objectives over time. Targets can be identified by intended outcome, where warning and critical threshold limits notify users whenever budget performance requires attention.



Sample Performance Dashboard

Measures, whether financial or statistical, may reference existing values already in the system, or may otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.

Questica Budget's Performance module fully integrates with the rest of the Questica Budget Suite and leverages the Questica Dashboard platform. This functionality helps improve performance, encourages innovation within your team, encourages cost-effective practices, and delivers an enhanced level of transparency and accountability.



SPECIAL FEATURES

STATISTICAL LEDGER

The Questica Budget Statistical Ledger allows budget staff to plan and track numbers other than spending dollars (e.g., hours worked, number of clients, resource utilization).

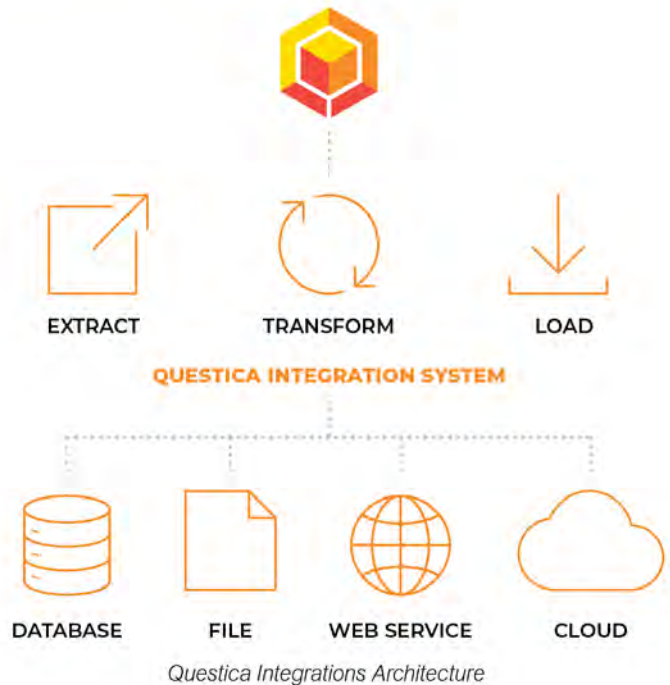
Staff can create a budget for any numeric data and work with it very much like financial budgets. This can be very useful for planning and tracking activities and outputs, and the data can be used as a guideline for building budgets. Statistical Ledger data can also be a component of a performance measurement plan.

QUESTICA INTEGRATION SYSTEM (QIS)

Questica Budget will integrate with your County's financial system via its proprietary Questica Integration System (QIS). QIS is a specialized, database-independent tool developed to exchange data between Questica Budget and external systems on a scheduled or as-needed basis. QIS also simplifies the integration process and reduces the time required to integrate Questica Budget with other customer systems or data warehouses.

QIS provides a highly configurable framework for importing or exporting budget related or non-financial data with existing and future external data sources, using API (Application Programming Interface) and ETL (Extract, Transform and Load) integration methods to ensure the budgeting solution always reflects updated data.

The diagram on the right illustrates the Qestica Integration System. The Qestica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems on the bottom. When data is being extracted from an external system and moved to Qestica Budget, data would be moving from the bottom to the top of the diagram. On the other hand, when extracting data from Qestica Budget to insert into an external system, data moves from the top to bottom.



The process can be scheduled or run on-demand by an authorized Qestica user. Monitoring of scheduled integration tasks can be performed in many ways, but the most popular method is exception or failure notification, which can be configured to email one or more people. As detailed below, implementations can include three distinct interface points—two on the financial side and one on the HR/personnel side, and sometimes a fourth:

Actual cost integration	Actual costs are automatically imported into Qestica Budget from the Financial System. This can be set up to occur at a variety of timeframes, but most often this automated process of copying the actual costs from the Financial System into the Qestica Budget system occurs on a nightly basis. This allows users to see Budget vs. Actuals that are no more than 24 hours old.
Movement upon approval	When the budget is approved/adopted, it is typically moved from Qestica Budget into the Financial System, the system of record.
Salary sync	The process for loading HR/payroll data into the Qestica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from the city's HR records system. The integration can be run on demand, whenever updated personnel data is needed in the budget system.
Budget adjustments (if required)	As adjustments are made throughout the year (e.g., transfers, new budget requests, etc.), these changes can also be synchronized between Qestica Budget and the Financial System so that budget revisions are always current in both systems.

ALLOCATIONS

The Allocations tool within Qestica Budget allows dollars to be moved throughout the Operating and Capital budget in a structured and balanced fashion. The functionality supports complex arrangements of allocations between many budget elements.

An employee's cost may, for example, be split between multiple programs or cost centers, or Internal Service Provider budgets can be managed. In the latter example, an IT budget that is developed in detail like any other costing center may get allocated to other budget elements, perhaps using a cost driver such as 'number of computers' as the distribution basis. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT Costing Center budget will subsequently have a Recovery Budget Line that effectively zeroes out their allocated budget.

ADVANCED CALCULATION ENGINE (ACE)

Questica Budget's Advanced Calculation Engine is a powerful feature that brings familiar Excel functions into Questica Budget and allows users to create reusable calculation packages/models. The tool is simple to use and is designed to keep users working inside Questica Budget.

In addition to containing familiar Excel functions, there are also budget-specific functions documented in an integrated library, enabling users to reference data based on its qualities rather than by specific location. For example, a function can be performed on the budget values for a particular account code or using the actuals from a certain statistical account. Functions can also be period-based, enabling the option to reference data from past months or years, or reference a range of data such as the average from the past three years for a given month or quarter.

CHANGE REQUESTS/DECISION PACKAGES

Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications or Decision Packages, allow authorized users to process pre- and post-approval budget changes, both one-time and recurring, using a controlled process and workflow-based approval. These requests can be created individually, or they can be bundled together and treated apart from the general budget with their own dedicated approval process. Questica Budget does this in a controlled environment so that users can only submit, change, and see budget requests that are appropriate for them.

ADVANCED SEARCHES

Questica Budget's Advanced Search function is an intuitive user-facing feature that allows non-technical users to compose detailed searches using a variety of comparators and the ability to infinitely nest AND/OR groupings. Essentially, the Advanced Search functionality allows authorized users to perform sophisticated and highly dynamic data analytics and ad-hoc queries based on multiple dimensions, including specific criteria or descriptive words. This robust and powerful tool allows complex queries to be easily built up—one line at a time.

REPORTING AND DASHBOARDS

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced “smart reports” that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays—all of which include data security to ensure users only see what they're allowed to see. Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills.



Sample Full-Featured Dashboard

QUESTICA'S DIGITAL BUDGET BOOK SOLUTION



Questica Digital Budget Book sample screenshot

Budget Book

Questica's Budget Book Studio solution is a user-friendly and comprehensive document management and financial reporting tool that enables our customers to create, collaborate, edit, approve, and publish an annual budget document with ease – eliminating the headaches often associated with managing multiple spreadsheets, version control issues, manual updates, and duplicating content.

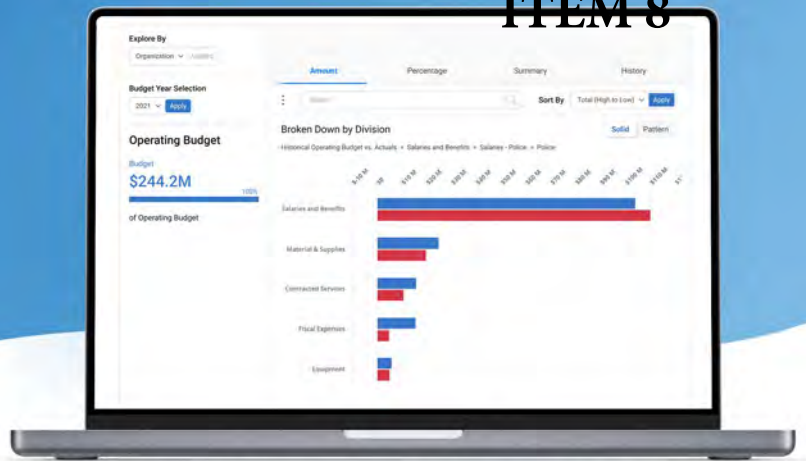
Budget Book Studio is directly integrated with the Questica Budget module, allowing budget information to be seamlessly refreshed on-demand. Paired with our Questica OpenBook interactive online transparency solution, customers can provide the community with a complete understanding of the budget that is presented in a manner geared for a non-financial audience.

Key aspects of Questica's Budget Book Studio include:

- ◆ GFOA compliant—meets all standards for GFOA Award Qualifying Book Production
- ◆ Automation—automates the creation of fund summary pages, charts, tables, and more
- ◆ Templates—creates new pages quickly with easy-to-use templates
- ◆ Multiple Formats—produces budget books in digital (online) and PDF (printed) formats
- ◆ Charts and Graphs—allows automatic updates of embedded narratives and smart charts



OPENBOOK TRANSPARENCY AND DATA VISUALIZATIONS



OpenBook - Sample Operating Budget: Interactive Chart

Questica Budget’s OpenBook tool fosters transparency for public agencies, enabling the information to be visualized in an array of charts, tables, bars, graphs, and GIS mapping for Capital planning. Like all Questica tools, OpenBook is intuitive and easy-to-learn. With descriptive text, informational pop-ups, filtering and sorting capabilities, diving in and discovering information is made easy for all stakeholders.

OPENBOOK CUSTOMER EXAMPLES

Select a logo to visit our customers' OpenBook websites.



SEE OUR SOFTWARE SOLUTIONS IN ACTION

Learn how Questica and our software solutions can help your organization today. Our team will reach out to determine how we can help you increase efficiencies for your budgeting process.

GOVERNMENT PROCUREMENT OPTIONS

Today's modern governments have recognized the traditional methods of procuring software through Request for Proposal are expensive, time consuming, and often very limiting in scope. An increasing number of customers have contracted with Questica utilizing the methods outlined below.

1. *Take advantage of contract vehicles and cooperative purchasing agreements.* Contract vehicles are commonly relied upon as the most efficient way for governments to buy goods and services. Questica is listed on many cooperative purchasing contracts, such as DIR, Carahsoft, SHI, NASPO, BuyBoard, Sourcewell, and Omnia. These contracts include several vendors and were established via a competitive bidding process, much like an RFP cycle.
2. **“Sole source.”** This method refers to opportunities where Questica is the only provider able to deliver the set of solutions that a government entity is looking for. This can justify the avoidance of an RFP, since there are simply no other vendors in the market who can deliver the necessary goods or services.
3. **Piggyback contracts:** To satisfy procurement policy, many Questica customers choose to piggyback from contracts already vetted by a competitive RFP process of similar size and scope. For example, The City of Spokane utilized a piggyback agreement (i.e., cooperative agreement statement) with City of Seattle to purchase Questica. Questica is open to helping Worcester County explore best fit piggyback options with current customers.

SUMMARY

Questica greatly appreciates Worcester County's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our 26 years of success in public sector budgeting, to help the County improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in a more detailed conversation to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for public sector organizations.



Budget

Price Quote

Prepared for

Kim Reynolds
Worcester County

by

Ben Landis
Questica Ltd.

This proposal is subject to a review of your Chart of Accounts
and a review of the Scope of Work

09/11/2024



Questica Budget Price Quote

Quotation ID#: Worcester County – September 11, 2024

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Budget Book Studio	Included	
Questica Year 1 Software Subscription (including software, maintenance, support and hosting)		\$75,826.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Customizations	Not included	
Customized Reports	Not included	
Training	Included	
Project Management	Included	
<u>Integrations with Tyler New World</u>		
Operating: Actuals Import, Budget Export, Amended Budget Export	Included	
Capital: Actuals Import, Budget Export	Included	
Personnel: Position & Employee Sync	Included	
Total Questica Professional Services (one-time fee):		\$64,035.00
GRAND TOTAL (Year 1)		\$ 139,861.00

Pricing Notes

Quotation ID#: Worcester County – September 11, 2024

Pricing valid through: October 25, 2024

- Pricing quoted available through direct purchase/piggyback contract only
- Questica annual subscription is based on a 5-year term
- Questica will apply a 3% inflationary increase beginning in year 2
- Questica Annual fees
 - Year 1 is \$139,861.00 (SaaS and Professional Services)
 - Year 2 is \$78,100.78 (includes 3% increase)
 - Year 3 is \$80,443.80 (includes 3% increase)
 - Year 4 is \$82,857.12 (includes 3% increase)
 - Year 5 is \$85,342.83 (includes 3% increase)
 - Total 5 Year contract is \$466,605.53
- Above pricing in US dollars
- Applicable Taxes Extra
- Pricing is not applicable in response to a formal RFP Process
- Terms of Payment:
 - Software:
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
 - Professional Services:
 - 25% due the earlier of software installation or 30 days from Contract Effective Date
 - 25% due the earlier of historical (Operating) budget available for validation or 60 days from Contract Effective Date
 - 25% due the earlier of (Operating) actuals import integration configuration created and tested or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date



This Agreement is made and entered into as of the October 1, 2024 (the “Effective Date”) by and between the Worcester County, MD (“Subscriber”) and Questica Ltd. (“Vendor”).

WHEREAS, the Subscriber has specified requirements for the provision of a commercial off the shelf budgeting solution and related services (the “Services”).

WHEREAS, “Metro Parks Tacoma” entered into an agreement (“Piggyback Contract”) with Vendor for provision of similar services, attached hereto as Attachment A, having selected Vendor after a competitive solicitation process.

WHEREAS, Subscriber now wishes to enter in an Agreement with Vendor that invokes the terms of the Piggyback Contract, except as otherwise indicated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the terms of the Piggyback Contract as follows:

1. The cost for Services and related payment terms shall be as indicated in the Order Form, included herein as Attachment B
2. The Services to be delivered shall be as indicated in the Scope of Work, included herein as Attachment C

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Worcester County, MD

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

Attachment A
Metro Parks Tacoma Piggyback Contract



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

9/15/2023 | 8:48 AM PDT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made (____) (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and METRO PARKS TACOMA, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**,” “**Our**,” “**Questica Inc.**,” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You**,” “**Your**,” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 Implementation Services. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

2.6 Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 Our Protection of Your Data. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Fees. You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

- 8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States’ registered patents, copyrights or trade-mark rights of a third party (a “**Claim Against You**”), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the effective date of this Agreement and continue for 3 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 3-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Termination for Convenience. Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms agreed to by the Parties. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your


purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

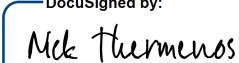
- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

METRO PARKS TACOMA

QUESTICA LTD.

Per: 
33480F345147439...

Per: 
BBD74093B1454C7...

Name: Shon Sylvia

Name: Nick Thermenos

Title: Executive Director

Title: CRO

Date: 9/14/2023 | 5:02 PM PDT

Date: 9/15/2023 | 8:48 AM PDT

I have authority to bind the organization

I have authority to bind the organization

APPENDIX A – Order Form

Description	Amount
Software as a Service	
Questica Budget Software Subscription	Included \$ 63,188
Questica provides server, database, software, server management, software maintenance and 1 framework seat license for Operating, Personnel, Capital	
Unlimited Operating License Seats	Included
Unlimited Personnel License Seats	Included
Unlimited Capital License Seats	Included
Unlimited Read-Only Licenses	Included
OpenBook Software Subscription	Included
Total Year 1 SaaS Subscription	\$ 63,188
Professional Services (Per Scope of Work)	
Design, Analysis & Configuration	Included
Project Management	Included
Consulting	Included
Training	Included
Customizations	Not Included
Custom Reports	Not Included
IT Services	Included
Total Professional Services:	\$ 96,500
Travel Expenses (If Applicable)	Not Applicable
Total Travel Expenses:	\$ -
Grand Total Year 1	\$ 159,688

Pricing Notes

Pricing Valid Through: August 31, 2023

- Questica annual subscription is based on a 3-year term
- Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is \$159,688.00 (SaaS and Professional Services)
- Year 2 is \$66,347.40 (includes 5% increase)
- Year 3 is \$69,664.77 (includes 5% increase)
- Total 3 Year contract is \$295,700.17.

Above pricing in USD. Applicable Taxes Extra.

Terms of Payment

- **Software:**
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- **Professional Services:**
 - 25% due the earlier of software installation or 30 days from Contract Effective Date
 - 25% due the earlier of historical Operating budget available for validation or 60 days from Contract Effective Date
 - 25% due the earlier of Operating actuals import integration configuration created & tested or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
 - II. Restoring a database backup required because of a Subscriber error
 - III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally (“Updates”) but excluding any New Product (a “New Product” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
 - II. New applications
 - III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:
- I. Custom programming services;
 - II. On-site support;
 - III. Subscriber developed interfaces, API interactions, or customizations;
 - IV. Subscriber developed reports;
 - V. End-User training or re-training;
 - VI. Subscriber hardware or network issues;
 - VII. Correction of data issues derived from user error or Software misuse;
 - VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
 - IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Scope of Work (SOW)

Scope of Work

Questica Budget Implementation for Metro Parks Tacoma

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General**1.1. Shared Responsibility**

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

1.2. General Clarification**Initial Data Load**

“Data import”, “import workbooks”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer’s existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica’s Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer’s terminology and to incorporate all elements of The Customer’s chart of accounts, other data entities, and columns within those data entities. Such data provided must be “clean”, consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software’s user interface or Questica’s Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica’s work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system’s user interface, this data model may be enhanced to mirror The Customer’s data structures, notably the chart of accounts that is unique to The Customer’s institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer’s terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts;

- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

“Integration” as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a “cloud” environment, Questica is unlikely to be granted the local network access to The Customer’s other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer’s responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system’s integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica can accommodate any chart of account segments (“chart fields”), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.11. Customizations” of this Scope of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Production System	<p>Hosting of the single production instance of the Questica Budget system.</p> <p>Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder". 	<p>In scope</p> <p>As per hosting agreement.</p>
Sandbox System(s)	<p>Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes.</p> <p>Questica reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.</p>	<p>In scope:</p> <p>A single sandbox.</p>
Private Data Access	<p>“Private Data Access” is an optional service giving The Customer's technical read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC.</p>	<p>Not in scope</p>

<p>Project Management & Analysis</p>	<p>Questica will assign a Project Manager/Analyst (“PM”) to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section “3.0.1. Questica Project Management Responsibilities” of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the “Scope or Work” column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica’s standard services rate. 	<p>In scope with:</p> <ul style="list-style-type: none"> - One weekly status meeting; - 30 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.
<p>Consulting Services - BPI</p>	<p>Questica will facilitate a review of:</p> <ul style="list-style-type: none"> - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. <p>This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>Budget Process End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:</p> <ul style="list-style-type: none"> - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. <p>Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.</p> <p>Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.</p> <p>Reporting Requirements Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for</p>	<p>In scope with:</p> <ul style="list-style-type: none"> - Workshops, to a maximum of 1 half day sessions or equivalent; - Gap document describing Questica's understanding of gaps, options for filling the gaps, selected option (where one has been identified).

	<p>managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.</p> <p>The customer will assume responsibility for maintaining all process documents after hand-off.</p>	
Consulting Services - Change Management	<p>Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offer the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.</p>	<p>In scope with:</p> <ul style="list-style-type: none"> - Workshops, to a maximum of 1 half day workshop(s) or equivalent; - Change management plan;
On-Site PM Visits	<p>Each on-site visit by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending).</p> <p>Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract.</p> <p>All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.</p>	Not in scope
Application-Level Security	<p>Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.</p>	<p>Customer task: Questica will assist with this task until administrators have received training in security configuration.</p>

Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (AD FS) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units 	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Configuration ...		

Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level ... by Costing Center. 	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Costing categorized. 	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		

Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing center level when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p>	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	In scope: Questica will create no more than 1 point of integration for the operating budget amendments.
Actuals Import	<p>Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Questica will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
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Initial Data Load ...	<p><i>Configuration and data import of standard Questica Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • <i>Create positions;</i> • <i>Create salary grades;</i> • <i>Create salary grade steps;</i> • <i>Create modifiers (benefits);</i> • <i>Create employees;</i> • <i>Allocate employees to positions;</i> • <i>Allocate positions to costing centers.</i> <p><i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</i></p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p>	<p>Customer task: Questica will assist with this task until administrators have received training in modifier configuration.</p>
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope

Integration ...		
Payroll Actuals Import	<p>Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.</p> <p>Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Each distinct data source and/or output file is one point of integration; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Data in each integration point will either replace all GL actuals in the personnel GL account category or be written to a custom entity created to store the payroll actuals, but not both. 	<p>In scope: Questica will create no more than 1 point of integration for the payroll actuals.</p>
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work.</p> <p>Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.</p>	<p>In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.</p>

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... by Project. 	<p>In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>In scope: Questica will import 2 prior years' budgets.</p>
Import Actuals Transactions	<p>Import capital actuals transactions from data import workbooks.</p>	<p>Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future capital statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	<p>Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>
Import Historic Statistical Budgets	<p>Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>

Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's general ledger or project system at the approved budget object/costing center level when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p>	In scope: Questica will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	In scope: Questica will create no more than 1 point of integration for the capital project budget amendments.
Actuals Import	<p>Automated facility to transfer actual data from The Customer's general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Questica will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

This section of the SoW relates only to the configuration of the system. Unless explicitly included as a consulting activity (above), it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s).

The 'Unlimited Read Only' license does not pertain to this module, as it is provisioned with unlimited read+write licenses.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of 4 hours of consulting.
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of 4 hours of consulting.
Integration ...		
Measure Actuals Import	<p>Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand.</p> <p>This integration requires the 3rd party system(s) to provide the following three pieces of information:</p> <ol style="list-style-type: none"> 1. A unique identifier for the measure, matching that used in Questica; 2. A date; 3. A value. <p>Users can add measure actuals data not available through an automated interface through the user interface or using Excel export/import.</p>	In scope: Questica will create no more than 1 point of integration for the approved budget.

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to understand the administration options.
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles.	In scope: A Questica consultant will assist in configuring OpenBook "Visualizations", to a limit of 10 hours of consulting time (* additional services can be purchased at Questica's standard hourly rate).
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook data.	In scope: Questica will, with the help of The Customer, configure up to 3 ad hoc views as a source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.

2.8. Training

Functional Area	Description	Scope of Work
Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	

Training Approach	<p>Questica's standard training model is to train the trainers and/or advanced users within The Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing.</p> <p>Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.</p>	
Training Schedule	<p>Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.</p> <p>Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).</p>	
Training Location	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below.</p> <p>On-Site Training: Is not included.</p> <p>Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.</p>	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
<p><i>The following sections detail the proposed training. The Customer's PM will work with Questica's PM or training specialist to determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed this proposed plan.</i></p>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.
Training: Administrator Authored Reporting	<p>Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos.</p> <p>Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.</p>	In scope: This will be delivered in one training session.
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module.	In scope: This will be delivered in one training session.

Train-the-User: Operating	“Train the user” training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Personnel	“Train the trainer” training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	“Train the user” training in the use of Questica Budget's Personnel Planning & Budgeting module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	Standard “Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video, with a follow-up discussion with Questica's project manager.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task

2.9. Reserved

2.10. Reserved

2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

3.0. Project Management**3.0.1. Questica Project Management Responsibilities**

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through n issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.

- i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
- j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
- k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
- l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
- m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
- n. The testing and acceptance of custom reports and report views.
- o. The deployment of custom reports and report views.
- p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

Attachment B

Order Form

Quotation ID#: Worcester County – September 11, 2024

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Budget Book Studio	Included	
Questica Year 1 Software Subscription (including software, maintenance, support and hosting)		\$75,826.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Customizations	Not included	
Customized Reports	Not included	
Training	Included	
Project Management	Included	
<u>Integrations with Tyler New World</u>		
Operating: Actuals Import, Budget Export, Amended Budget Export	Included	
Capital: Actuals Import, Budget Export	Included	
Personnel: Position & Employee Sync	Included	
Total Questica Professional Services (one-time fee):		\$64,035.00
GRAND TOTAL (Year 1)		\$ 139,861.00

Pricing Notes

Quotation ID#: Worcester County – September 11, 2024

Pricing valid through: October 25, 2024

- Pricing quoted available through direct purchase/piggyback contract only
- Questica annual subscription is based on a 5-year term
- Questica will apply a 3% inflationary increase beginning in year 2
- Questica Annual fees
 - Year 1 is \$139,861.00 (SaaS and Professional Services)
 - Year 2 is \$78,100.78 (includes 3% increase)
 - Year 3 is \$80,443.80 (includes 3% increase)
 - Year 4 is \$82,857.12 (includes 3% increase)
 - Year 5 is \$85,342.83 (includes 3% increase)
 - Total 5 Year contract is \$466,605.53
- Above pricing in US dollars
- Applicable Taxes Extra
- Pricing is not applicable in response to a formal RFP Process
- Terms of Payment:
 - Software:
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
 - Professional Services:
 - 25% due the earlier of software installation or 30 days from Contract Effective Date
 - 25% due the earlier of historical (Operating) budget available for validation or 60 days from Contract Effective Date
 - 25% due the earlier of (Operating) actuals import integration configuration created and tested or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date

Attachment C
Scope of Work

Statement of Work

Questica Budget Implementation for Worcester County

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

Questica shall provide the professional service as defined in this Statement of Work, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to The Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form

1.2. General Clarification

Initial Data Load

“Data import”, “import workbooks”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer’s existing systems into Questica Budget.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica’s Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer’s terminology and to incorporate all elements of The Customer’s chart of accounts, other data entities, and columns within those data entities. Such data provided must be “clean”, consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software’s user interface or Questica Budget’s Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica’s work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system’s user interface, this data model may be enhanced to mirror The Customer’s data structures, notably the

chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Statement of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Questica is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica Budget require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica Budget can accommodate any chart of account segments ("chart fields"), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica Budget integrations do not include the synchronization of chart of account strings, segments, or combinations, which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.

- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.11. Customizations” of this Statement of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Statement of Work

In the Statement of Work tables, entries in the column headed “Statement of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Statement of Work
Production System	<p>Hosting of the single production instance of the Questica Budget system.</p> <p>Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of 	<p>In scope</p> <p>As per hosting agreement.</p>

	Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder".	
Sandbox System(s)	<p>Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes.</p> <p>Questica reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.</p>	In scope: A single sandbox.
RoSA (Read-only SQL Access)	RoSA is an optional service giving The Customer's IT team read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC. Note: Questica is not able to add The Customer's own code or other objects (views, functions, stored procedures) to this database.	Not in scope
Project Management & Analysis	<p>Questica will assign an Implementation Manager ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Questica Project Management Responsibilities" of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica's standard services rate. 	In scope with: <ul style="list-style-type: none"> - One weekly status meeting; - 26 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.
Consulting Services - BPI	<p>Questica will facilitate a review of:</p> <ul style="list-style-type: none"> - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. <p>This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>Budget Process</p>	Not in scope

	<p>End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:</p> <ul style="list-style-type: none"> - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. <p>Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.</p> <p>Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.</p> <p>Reporting Requirements Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information “up and out” (management and public. Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.</p> <p>The customer will assume responsibility for maintaining all process documents after hand-off.</p>	
<p>Consulting Services - Change Management</p>	<p>Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offer the benefit of Questica's experience in the domain of budget system implementation. It is</p>	<p>Not in scope</p>

	not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.	
On-Site PM Visits	<p>Each on-site visit by Questica's PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending).</p> <p>Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract.</p> <p>All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.</p>	Not in scope
Application-Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	Customer task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (Microsoft Entra ID aka Azure AD) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	<p>Configuration and data import of the following Questica Budget standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica:</p> <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical 	In scope

	Accounts <ul style="list-style-type: none"> • Other Chart of Account Segment Values • Performance Measure Units 	
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica Budget's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica Budget's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level ... by Costing Center. 	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their

		historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Costing categorized. 	Customer task: The Customer will enter their statistical budget data using Questica Budget's user interface or Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using Questica Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Tyler New World general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's Tyler New World general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Questica will create no more than 1 point of integration for the operating budget amendments.
Actuals Import	Automated facility to transfer actual data from The Customer's Tyler New World general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-	In scope: Questica will create no more than 1 point of integration for the operating actual costs.

	in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the “Statistical Budget Export” item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Statement of Work
Initial Data Load ...	<p><i>Configuration and data import of standard Questica Budget Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p><i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Manual.</i></p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional</p>	Customer task: Questica will assist with this task until administrators have

	data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.	Not in scope
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing centre relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.</p>	In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Questica Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope

Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... by Project. 	<p>In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>In scope: Questica will import 2 prior years' budgets.</p>
Import Actuals Transactions	<p>Import capital actuals transactions from data import workbooks.</p>	<p>Customer task: The Customer can add their historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future capital statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	<p>Customer task: The Customer will enter their statistical budget data using Questica Budget's user interface or Excel® export/import feature.</p>
Import Historic Statistical Budgets	<p>Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>Customer task: The Customer can add their historical statistical budget data using Questica Budget's user interface or Excel® export/import feature.</p>
Import Statistical Actuals Transactions	<p>Import capital statistical actuals transactions from data import workbooks.</p>	<p>Customer task: The Customer can add their historical data manually, or using Questica Budget's Excel® export/import feature, or with an automated integration.</p>
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Tyler New World general ledger or project system at the approved budget object/costing center level when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p>	<p>In scope: Questica will create no more than 1 point of integration for the approved capital budget.</p>

<p>Amended Budget Export</p>	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's Tyler New World general ledger or project system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	<p>Not in scope</p>
<p>Actuals Import</p>	<p>Automated facility to transfer actual data from The Customer's Tyler New World general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	<p>In scope: Questica will create no more than 1 point of integration for the capital project actuals.</p>
<p>Statistical Budget Export</p>	<p>Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.</p>	<p>Not in scope</p>
<p>Amended Statistical Budget Export</p>	<p>Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	<p>Not in scope</p>
<p>Statistical Actuals Import</p>	<p>Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p>	<p>Not in scope</p>

2.5. Reserved

2.6. Performance Measures

The Performance Measures module is included in the framework license, however this SoW does not include configuration of the system by Questica. The Customer may use the online training material to make use of Performance Measures.

Functional Area	Description	Statement of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	Not in scope
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	Not in scope
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	Not in scope
Integration ...		
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures module on a scheduled basis; and/or on demand. Users can add measure actuals data not available through an automated interface through the user interface or using Excel® export/import.	Not in scope

2.7. OpenBook and Budget Book Studio

A subscription for Questica's "OpenBook" cloud service for data transparency is included in this implementation. This subscription includes the "Budget Book Studio" add-in.

Functional Area	Description	Statement of Work
Configuration ...		
System Administration	General configuration of OpenBook Core to set the look-and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to understand the administration options.
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook Core data.	In scope: Questica will, with the help of The Customer, configure up to 3 ad hoc views as a source of data for OpenBook Core. The Customer is able to configure as many

		additional ad hoc views as required.
Configuration of OpenBook Core Visualizations	The Customer is able to add multiple “visualizations” of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. The Customer is also able to add their own stories with “spotlights” and “highlights”.	In scope: A Questica consultant will assist in configuring OpenBook Core “Vizualizations” and “Stories” to a limit of 10 hours of consulting time (additional services can be purchased at Questica's standard hourly rate).
Configuration of Budget Book Studio	The Customer is able to add multiple budget books to their OpenBook site following their approval workflow in “Budget Book Studio” . Budget books are built with a Customer defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Questica services include: <ul style="list-style-type: none"> • Training, including an optional introduction for newcomers to OpenBook. • Review source budget data: account groups, funds, and departments. • Configuration of a Budget Book to support these structures.(Note: Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in Questica Budget.) • Creation of “views” in Questica Budget. * • Configuration & testing of data integration from Questica Budget. * • Configure standard content and assist with requested changes to standard format. • Guidance on completing tasks, including: <ul style="list-style-type: none"> o manual input of values deemed non-automatable; o insertion of unstructured data from files such as images, maps, award certificates, and charts; o sharing experience of layout and content options. • Miscellaneous configuration and content authoring assistance. <p>* Where the source system is not Questica Budget, The Customer is responsible for providing clean, well organized data in CSV file for upload.</p>	In scope: A Questica consultant will assist in configuring the first budget book, over a period not exceeding 8 weeks to a limit of 40 hours of consulting time (additional services can be purchased at Questica's standard hourly rate).
Content Authoring and Editorial Services	Authoring text and generating image (photo, graphic, map, chart, etc.) content for budget book(s).	Customer task
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	In scope

<p>Import from CSV Files</p>	<p>Initial and ongoing population of datasets through the import of .CSV files.</p>	<p>Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.</p>
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2.8. Training

Functional Area	Description	Statement of Work
<p>Online Resources</p>	<p>Questica maintains a substantial library of online training courseware. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.</p>	
<p>Training Approach</p>	<p>Questica's standard training model is to train the trainers/advanced users within The Customer's organization in all implemented aspects of the application. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing.</p> <p>Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.</p>	
<p>Training Schedule</p>	<p>Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica Budget.</p> <p>Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).</p>	
<p>Training Location</p>	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below.</p> <p>On-Site Training: Is not included.</p> <p>Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.</p>	
<p>Instructional Videos/eLearning Courseware</p>	<p>Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show</p>	<p>Not in scope</p>

	general system usage, and how to enter and query budgets.	
Train-the-Trainer Training Sessions	<p>Training trainers, as well as advanced users and application administrators, in the modules, features, and processes implemented. Sessions may cover the following topics:</p> <ul style="list-style-type: none"> • Administration • Administrator Authored Reporting • Operating Module • Personnel Planning Budgeting Module • Capital Module <p>. Questica's PM will work with The Customer's project lead to ensure this training is focused where needed.</p> <p>Training for the following occur as part of their implementation process and is NOT part of this scope item:</p> <ul style="list-style-type: none"> • OpenBook • Budget Book 	<p>In scope: This scope of work includes up to 5 training sessions including preparation time.</p>
Train-the-User Training Sessions	Training end-users to use the modules, features, and processes implemented.	Customer task

2.9. Reserved

2.10. Reserved

2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Statement of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Statement of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder

shall be separately quoted, agreed, and billed and shall not be included as part of this Statement of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Software License Agreement.

3.0. Project Management

3.0.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.

- e. The preparation of data import templates consistent with the agreed configuration and customizations.
- f. The completion by The Customer of the data import templates.
- g. The import by Questica of the data import templates.
- h. Customer approval of the imported Questica Budget structures and data.
- i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
- j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
- k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
- l. The preparation of change orders and specification for any custom reports not detailed in this Statement of Work.
- m. The development by Questica of any required custom reports, whether detailed in this Statement of Work or added to the scope through a change order.
- n. The testing and acceptance of custom reports and report views.
- o. The deployment of custom reports and report views.
- p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.



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: September 23, 2024
Subject: Request to Transfer Senior Accountant Vacancy to Senior Budget Accountant in County Administration

We are requesting to transfer the Senior Accountant vacant position (new for FY 25) from the Treasurer's Office to a Senior Budget Accountant in County Administration. The salary is the same and will be Grade 22/Step1, \$61,632 annually – Grade 22/Step 10, \$75,754 annually based on the candidate's qualifications.

The Senior Accountant in the Treasurer's Office is a new position in FY 25 intended to be a position to start training for upcoming potential retirements. No employee has submitted their retirement notice yet and the two candidates interviewed were not qualified.

The current Senior Budget Accountant is now needed to provide budget oversight for the Enterprise Fund and these additional duties cannot be completed in addition to the current workload.

Thank you for the consideration.

Attachment

Worcester County Job Opportunities

DEPARTMENT: COUNTY ADMINISTRATION
 JOB TITLE: SENIOR BUDGET ACCOUNTANT
 COMPENSATION: GRADE 22/STEP 1 \$29.15 HOURLY/\$60,632 ANNUALLY –
 GRADE 22/STEP 10 \$36.42 HOURLY/\$75,754 ANNUALLY
 *SALARY IS DEPENDENT ON QUALIFICATIONS
 APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: This position is responsible for administering grants procurement and grants compliance. This position is also responsible for assisting the Budget Officer with analysis of financial data and audit compliance, and assisting with various requisition/purchase entries. This position reports to the Budget Officer.

General Requirements:

- Pre-employment background check and motor vehicle history
- Essential personnel with a work schedule in the office of Monday-Friday 8:00am-4:30pm

Essential Job Duties and Responsibilities:

- Oversee and assist departments with grant procurement, financial reports and compliance in addition to administering specific County grants
- Present grant applications for approval and grant status to County Commissioners as requested
- Ensure grant compliance by applying accounting methods in tracking, maintenance of fiscal records and submitting required monthly, quarterly and final reports
- Responsible for ensuring financial and administrative compliance with federal, state and local grants through agency websites and the System of Awards Management (sam.gov). Local Point of Contact for the MD Governor's Grants Office.
- Response for preparation of the county's Schedule of Federal Awards (Expenditures)
- Responsible for annual 911 audit and state reporting
- Responsible for filing Maryland State Highway Revenue Reports
- Responsible for assisting with preparation of EMMA (MSRB) Annual Financial Disclosure Documents
- Point of contact for Legislative Services Fiscal Note Preparation
- Assist the Budget Officer in financial administration including but not limited to: accounts payable and accounts receivable duties; audit preparation and compliance; reviewing non-profit grant requests for the Annual Budget.
- Maintain accounting records for county funds as needed and post monthly journal entries with the General Fund and other funds.
- Assist with entering requisitions, purchase order modifications and updates to vendor maintenance.
- Analyze financial data and prepare clear, concise, and accurate reports in a specific timeframe.
- Learn new technology as necessary.
- Work with other departments and agencies as necessary
- Comply with the safety programs, procedures, training, fire drills, COOP plans, etc. and works safely
- Ensures confidentiality of information and records and complies with record retention schedule
- Comply with Worcester County Personnel Rules and Regulations and Financial Regulations
- Perform all other duties as assigned

Qualifications and Skills:

- Bachelor's degree in accounting or related field plus 5-10 years or an equivalent combination of education and progressively responsible accounting and fiscal experience, preferably in a government accounting setting
- Exceptional organizational skills with an attention to detail
- Knowledge of budgeting and the related compliance
- Understand principles, practices, and terminology of governmental accounting
- Knowledge of capital purchasing and related requirements and threshold
- Government grants administration experience preferred
- Proficient computer skills in Microsoft Office Suite programs sufficient to create, implement and maintain detailed spreadsheets, presentations, correspondence & records
- Above-average oral, written and interpersonal communication skills necessary to perform essential job duties and work harmoniously with coworkers, officials and other government agencies using tact and discretion, exercise initiative, resourcefulness, and sound judgment
- Ability to work independently with limited supervision.
- Ability to communicate effectively in writing and verbally with coworkers, officials, and the public
- Ability to perform work correctly, accurately, and consistently
- Ability to compose confidential and non-confidential correspondence and maintain confidentiality
- Ability to follow verbal and written instructions, and directions; keep records and logs; complete written forms accurately
- Ability to apply acquired knowledge to increasingly varied and complex tasks
- Ability to meet deadlines timely
- Ability to prepare reports and analyze data as required
- Must have a team-oriented work ethic and ability to collaborate
- Familiarity with the System for Awards Management (SAM.gov) and OMB Circulars A-133, A-102 and A-87 preferred.

Safety Analysis:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (<75% of the time)

Sedentary work; Constant sitting, viewing; Frequent talking, hearing; Occasional pushing, pulling, carrying, lifting to 20 lbs. No known significant hazard risk.



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

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: September 24, 2024
RE: 911 Board Expenses

Emergency Services is requesting to submit the attached quote to the 911 Board for approval. The quote is for training in the amount of \$2520.00 for Certifications and Recertification Courses provided by Priority Dispatch for Ocean City Communications Dispatchers.

We are requesting approval to apply for a grant in the amount of \$2520.00 for the purposes of the training and we will have the 911 Board directly pay the invoice upon receipt.

Please let me know if you have any questions.

Thanks,

Matt



EMERGENCY SERVICES

Worcester County

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SNOW HILL, MARYLAND 21863-1193
TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: September 24, 2024
RE: 911 Board Expenses

Emergency Services is requesting project funding to the State of Maryland 911 Board in an amount not to exceed \$225,000.00 to cover eligible recurring expenses related to the operation and maintenance of the Worcester County 911 Center for FY24.

We are requesting approval to apply for a grant in the amount not to exceed \$225,000.00 for the purposes of recurring expenses related to the operation and maintenance of the Worcester County 911 Center for FY24 and we will have the 911 Board directly pay the invoice upon receipt.

Please let me know if you have any questions.

Thanks,

Matt



EMERGENCY SERVICES

Worcester County

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SNOW HILL, MARYLAND 21863-1193
TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal, Director of Emergency Services
DATE: September 24, 2024
RE: 911 Board Expenses

Emergency Services is requesting project funding to the State of Maryland 911 Board in an amount not to exceed \$250,000.00 to cover eligible recurring expenses related to the operation and maintenance of the Worcester County 911 Center for FY25.

We are requesting approval to apply for a grant in the amount not to exceed \$250,000.00 for the purposes of recurring expenses related to the operation and maintenance of the Worcester County 911 Center for FY25 and we will have the 911 Board directly pay the invoice upon receipt.

Please let me know if you have any questions.

Thanks,

Matt



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>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: September 23, 2024
RE: Status Update - Nuisance Abatement – 842 Colona Road

I am requesting your approval to proceed with the preparation of an RFP for the abatement of the nuisance at the above referenced property.

At the August 6, 2024, meeting, the County Commissioners approved Abatement Order No. 24-1 for the above referenced property, requiring the removal of the household trash and tall grass and weeds within the debris area. The property owners were given until September 11, 2024, to abate the nuisance. No work had been started to remedy the violation.

On September 19, 2024, DRP and the Health Department conducted a joint inspection to define the area that would be included in the scope of work. The debris consists of household trash, tires, plastic bottles, TV's, couches, among other things. Photographs of the debris piles as well as an approximate aerial map outlining the debris field is attached for your consideration. We are also working with the Department of Environmental Programs to ensure that any protective measures are taken with respect to the septic system and associated infrastructure should we proceed with this abatement.

As always, I will be available to discuss this matter with the Commissioners at their convenience.

cc: Kristen Tremblay, AICP, Zoning Administrator
Becky Jones, Health Officer
Robert Mitchell, Director, EP

842 Colona Road – 9.19.2024 Inspection

New Debris Piles



842 Colona Road – 9.19.2024 Inspection

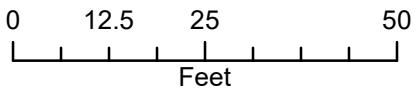
Old Debris Piles





Colona Road

842-



Public Health Article: Environmental Health Hazards - Nuisance Abatement
State Department of Assessment & Taxation ID No: 24-01-011995
842 Colona Road, Pocomoke City, Maryland
September 2024

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



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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 9, 2024

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

Leonard Brittingham Sr., For Life
 c/o Roxanne Rounds
 10723 Sinepuxent Road
 Berlin, MD 21811

BY REGULAR MAIL AND CERTIFIED MAIL

Nuisance Abatement Order #24-1

You are hereby notified pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County have ordered that you abate the nuisance condition which exists on property owned by you located at 842 Colona Road, Pocomoke City, Maryland 21851, and identified on Worcester County Tax Map 99 as Parcel 12. The precise nature of the nuisance, as determined by the County Commissioners, being the uncontrolled growth of grass, weeds or other rank vegetation to a height exceeding one foot and the placing, leaving dumping or accumulation of household trash, each of which constitutes a nuisance under the provisions of Subsections PH 1-101(a)(1) and (5) of the County Code. A copy of the law is enclosed for your reference.

You are hereby ordered to abate such nuisance by September 11, 2024. Should you wish a hearing on the matter, you must sign and deliver the enclosed request for a hearing to the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, not later than five (5) days from your receipt of this letter.

Should you request technical assistance regarding the abatement of the nuisance, you may contact Paul Renshaw, Zoning Inspector, at the Worcester County Department of Development, Review and Permitting at (410) 632-1200, ext. 1135.

Sincerely,

Candace Savage
 Deputy Chief Administrative Officer

cc: Jennifer Keener, Director of Development, Review and Permitting
 Kristen Tremblay, Zoning Administrator, DRP
 Becky Jones, Health Officer
 Phil Thompson, Finance Officer

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

August 9, 2024

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

Leonard Brittingham Sr., For Life
 c/o Leonard Brittingham Jr.
 842 Colona Road
 Pocomoke, MD 21851

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Sincerely,

Candace Savage
 Deputy Chief Administrative Officer

cc: Jennifer Keener, Director of Development, Review and Permitting
 Kristen Tremblay, Zoning Administrator, DRP
 Becky Jones, Health Officer
 Phil Thompson, Finance Officer



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: September 23, 2024
RE: Utility-Scale Solar consultation request

Turning Point Energy, operating under TPE MD WO73, LLC is proposing a utility-scale solar energy system (5 MW AC) under the Community Solar Pilot Program. The property is located on MD Route 346 (Old Ocean City Boulevard) at Tax Map 25, Parcel 3, and is zoned R-2 Suburban Residential 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 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.

The attached staff report outlines staff’s findings on the above referenced items, as well as comments received from the Town of Berlin, since the property is located within their growth area. 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: TPE MD WO73, LLC

Location: Tax Map 25, Parcel 3; MD Route 346 (Old Ocean City Boulevard)

Zoning: R-2 Suburban Residential District

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. 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, and the plan notes that traditional growth factors will remain strong, such as tourism, second home development, retirement and employment growth. The County must continue to promote smart and sustainable growth to ensure a high quality of life.

The subject area is illustrated as a Growth Area on the Comprehensive Plan’s Land Use Map, as well as within the Growth Area on Map No. 5 of the Town of Berlin’s 2010 Comprehensive Plan. Given the estimated lifecycle for the system (35 to 40 years), the development of this parcel for solar will affect the residential development capacity in the next planning cycle if it remains in the Growth Area category when the Comprehensive Plan is updated.

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.

Due to the conflicting land uses, I find that this project as presented is **not** consistent with the 2006 Comprehensive Plan and Land Use Map.

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 R-2 Suburban Residential District. Under § ZS 1-344, Alternative energy facilities, utility-scale solar projects are not permitted (by right or by special exception) in this residential zoning district. As a result, there is no minimum lot area requirement for this site. Utility scale solar systems in other districts have a minimum lot area of 50 acres, and the subject property is approximately 35 acres.

The applicants are proposing a 50' setback along all property lines consistent with the requirements for a large solar energy system, except for the second item in the deed (part of the former railroad bed, labeled as Part D, per the plat SVH 229/28), unless this item is consolidated.

This property can be found along one of the entrances into the Town of Berlin. The applicants are proposing a 7' tall chainlink fence and a 20' landscape buffer along the perimeter of the entire project. In the attached comment letter, the Town of Berlin has requested that the buffer be increased to 35' in width to preserve the aesthetic appeal of the area. In a follow-up response, the buffer is requested to extend along the length of MD Route 346, and any side property line a minimum depth of 200' or to the rear property line, whichever is less.

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. The proposed plantings meet or exceed the local requirements for types and sizes, including the requirement for a minimum of 75% native species. Within the project, flowering ground cover for pollinators will be provided. The plantings will be maintained by water delivery during construction and maintenance. I recommend requesting that the maintenance of the landscape buffer as requested by the Town of Berlin be made a condition of PSC approval.

Page 20 of the draft ERD, Section 4.8, 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 residential zoning district are consistent with those provided in Table 3 on page 21 and are measured from the property lines.

The applicants stated that they have worked with the Worcester Soil Conservation District to review the existing agricultural ditches that run through the property. They are not considered tax ditches.

The documents state that the project will have a life expectancy of 35 to 40 years. The Decommissioning Plan details the proposed site restoration measures that will occur. The only item that is proposed to remain on site is the gravel access road, with any land areas that

are disturbed during the decommissioning process to be stabilized in compliance with local and state codes.

As a result of the prohibition of the use in the R-2 Suburban Residential District, I find that the project is **not** consistent with the current zoning ordinance. However, Worcester County acknowledges that despite this prohibition, the Public Service Commission (PSC) may preempt local zoning regulations.

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

- The Town of Berlin has requested that the landscape buffer be increased to 35' in width to preserve the aesthetic appeal of the area. In addition, the 35' wide buffer is requested to extend along the length of MD Route 346, and any side property line a minimum depth of 200' or to the rear property line, whichever is less. The maintenance of the landscape buffer as requested by the Town of Berlin should be made a condition of PSC approval.
- The language within the proposed Decommissioning Plan should be updated to reflect that the bond will be held by the Public Service Commission, with Worcester County named as a receiver, consistent with other solar projects in the county.



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: Jennifer Keener, Director, DDRP

From: Robert J. Mitchell, Director, Environmental Programs 

Subject: **Comments on Utility Solar Project**
 Turning Point Energy
 Worcester County Tax Map 25, Parcel 3

Date: 9/20/24

Regarding comments for the above referenced project, the Department of Environmental Programs has the following observations:

1. This property has an Agricultural land use designation and Grown in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*). The property is also listed as a Growth Area #3 for the Town of Berlin's Growth and Urban Boundary Area in their comprehensive plan. It was noted as recommended for residential development. It is also listed as both a single family residential and conservation area in the Town's Future Land Use map, with the conservation designation for some of the property most probably arising from references in the Town's plan for the growth area to possibly serve as a TDR (Transfer of Development Rights) sender property.
2. Property is classified W-1/S-1 for water and sewer planning designations which have an immediate to 2 years planning timeframe.
3. There are several internal farm ditches on the property that will need to be reviewed for impacts to the overall site drainage for this project. Due to the hydric nature of the soils present, alteration of drainage patterns could complicate and hinder construction. We have experienced considerable problems with poorly drained sites like this where, even with minimal site impacts installing the panels, the traffic and equipment moving over the site has created problematic drainage situations that the developer should take into account in their design and planning for this project.
4. Staff has been in contact with the consultant over questions for the Forest Stand Delineation. As no clearing is proposed, afforestation will not be necessary as they are now exempted from this requirement under the revised state FCA statute.
5. We have performed soil evaluations on this property in years past and there were water tables within two (2) feet of surface, owing to the hydric nature of the soils on most of this property.
6. The southwest corner of the property comes in contact with the Timmonstown Public Drainage Area (PDA). Care should be taken not to disturb drainage patterns, the ditch itself, or impact maintenance easements around the ditch without receiving permission from the PDA manager.

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



Town of Berlin
OFFICE OF THE MAYOR
Zack Tyndall

September 11, 2024

Dear Ms. Keener,

I hope this message finds you well.

After reviewing the proposed solar project on MD 346, Old Ocean City Boulevard, the Town would like to offer a single, but important, comment. As this project is located at one of the key gateways to Berlin and within a growth area designated for residential use, we respectfully request the inclusion of a 35-foot wide, naturally vegetated landscape buffer. This buffer should be designed in accordance with Worcester County's Design Guidelines and Standards.

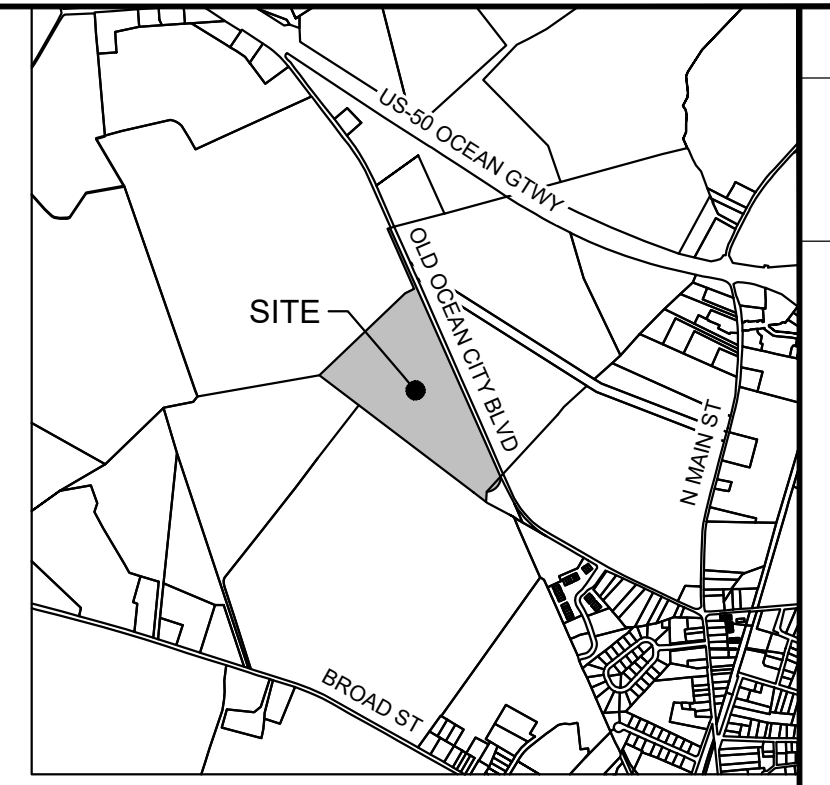
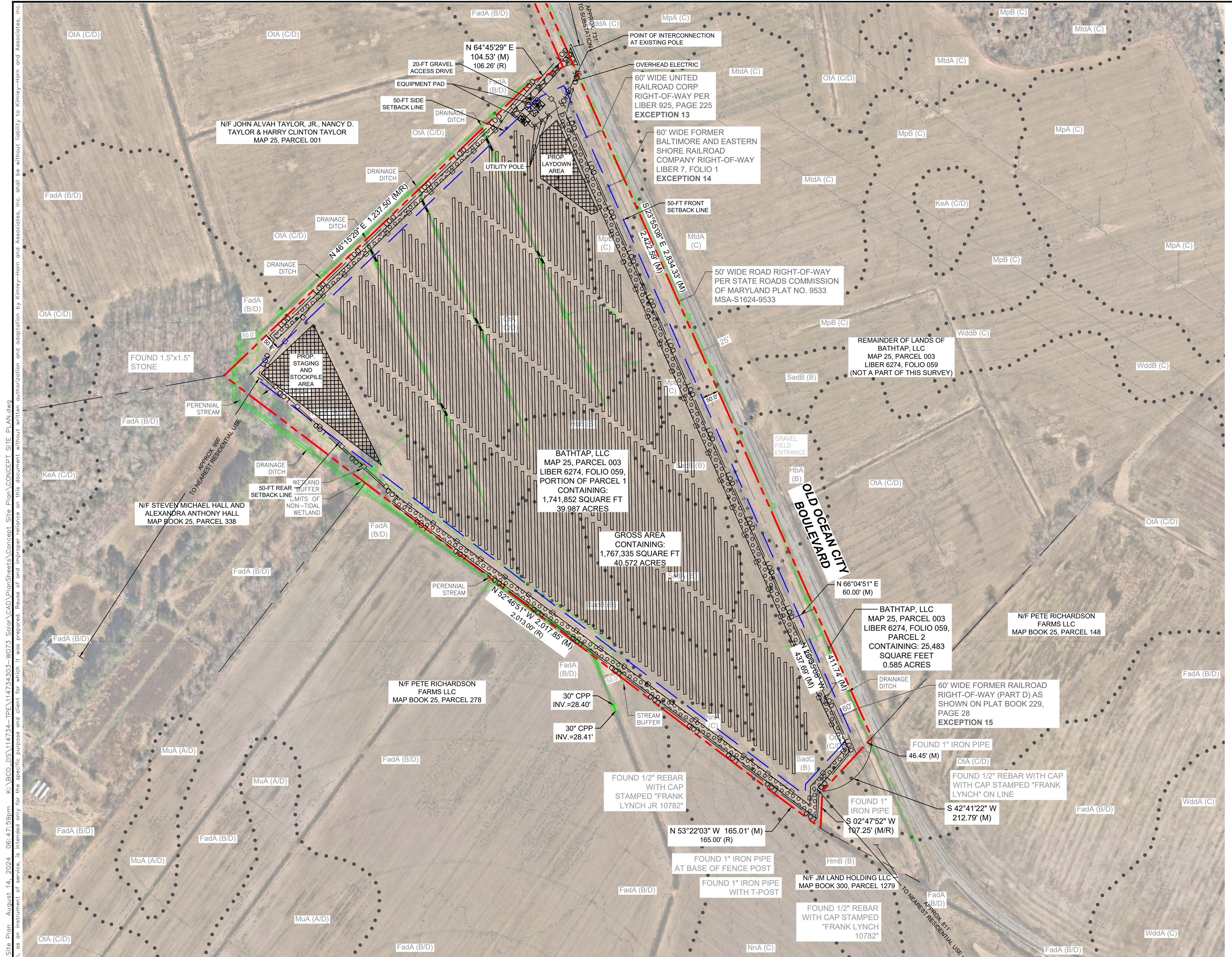
We believe that this measure will help preserve the aesthetic appeal of the area while supporting the project's integration into the surrounding community.

Thank you for your attention to this matter. We look forward to continued collaboration on this project.

Respectfully,

A handwritten signature in black ink that reads "Zack Tyndall".

Zack Tyndall MBA, NRP
Town of Berlin



LEGEND

- PROPERTY LINE
- PROPERTY LOT DIVIDING LINE
- PROPERTY SETBACK LINE
- ADJACENT PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING 30-FT RIGHT OF WAY SETBACK
- EXISTING ASPHALT ROAD
- EXISTING OVERHEAD ELECTRIC
- EXISTING SOIL BOUNDARY LINE
- EXISTING SOIL CLASSIFICATION (HYD. SOIL GROUP)
- EXISTING TREE LINE
- EXISTING WETLAND BUFFER
- EXISTING BOTTOM OF DITCH
- EXISTING TOP OF DITCH
- EXISTING DITCH CENTERLINE
- EXISTING EDGE OF PERENNIAL STREAM
- EXISTING 50-FT STREAM BUFFER
- EXISTING WETLAND AREA
- EXISTING STREAM PIPE
- EXISTING TELEPHONE STRUCTURE
- EXISTING ELECTRIC POLE
- PROPOSED FENCE
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED LAYDOWN AREA
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED 20-FT LANDSCAPE BUFFER
- PROPOSED ELECTRIC POLE
- PROPOSED SOLAR INVERTER PAD
- PROPOSED SOLAR PANEL
- PROPOSED CULVERT CROSSING

NO.	REVISIONS	DATE	BY

Kimley»Horn
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 3904 BOSTON ST., SUITE 202, BALTIMORE, MD 21224
 PHONE: 443-743-3470
 WWW.KIMLEY-HORN.COM

KHA PROJECT	114734303
DATE	08/14/2024
SCALE	AS SHOWN
DESIGNED BY	AMD
DRAWN BY	AMD
CHECKED BY	CHM

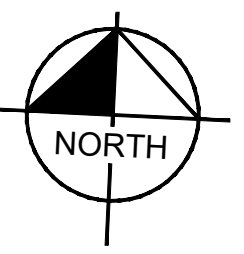
CONCEPT SITE PLAN

OVERALL SITE SUMMARY

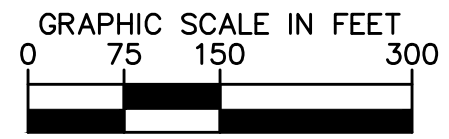
PROJECT SITE	=137 AC±
PROPERTY AREA	= 40.57 AC ±
SUBJECT PLOT AREA	=35.54 AC±
LIMIT OF DISTURBANCE / PROJECT AREA	=0.00 AC±
AREA WITHIN CRITICAL AREA	=0.00 AC± (PER FEMA FIRMETTE 24047C0153H)
AREA WITHIN 100 YEAR FLOODPLAIN	=0.00 AC± (PER FEMA FIRMETTE 24047C0153H)

**CIVIL ENGINEER/
LANDSCAPE ARCHITECT**

KIMLEY-HORN & ASSOCIATES, INC.
 3904 BOSTON STREET, SUITE 202
 BALTIMORE MD 21224
 ATTN: CHRISTOPHER MARTIN, PE
 PHONE: 443-743-3470
 EMAIL: CHRISTOPHER.MARTIN@KIMLEY-HORN.COM



CONCEPT SITE PLAN
SCALE: 1" = 150'



LOD = ±35.54 AC

PROPERTY OWNER

BATHTAP LLC
 580 RIVERSIDE DRIVE
 ORMOND BEACH, FL 32176-7752

APPLICANT/DEVELOPER

TPE DEVELOPMENT, LLC
 ATTN: BOB MALEK
 3720 S. DAHLIA STREET,
 DENVER, CO 80237
 TEL: 614-282-0330
 EMAIL: BMALEK@TPOINT-E.COM

IMPERVIOUS AREAS

FEATURE	AREA (AC)
PROPOSED GRAVEL ACCESS DRIVE	± 0.14
PROPOSED EQUIPMENT PADS	± 0.02

NOTE: IMPERVIOUS AREAS ARE PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ELECTRICAL DESIGN, COUNTY REVIEW, AND FIRE ACCESS REQUIREMENTS.

ZONING REQUIREMENTS

CURRENT ZONING	R-2: SUBURBAN RESIDENTIAL DISTRICT
SOLAR PERMITTED USE	NO*
FRONT SETBACK	50-FT
SIDE SETBACK	50-FT
REAR SETBACK	50-FT
MINIMUM PROPERTY SIZE	50 ACRES**

* A COMMUNITY BASED SOLAR POWER GENERATION FACILITY IS NOT CURRENTLY PERMITTED PER WORCESTER COUNTY ZONING ORDINANCE.
 ** EXISTING PROPERTY IS 137 ACRES

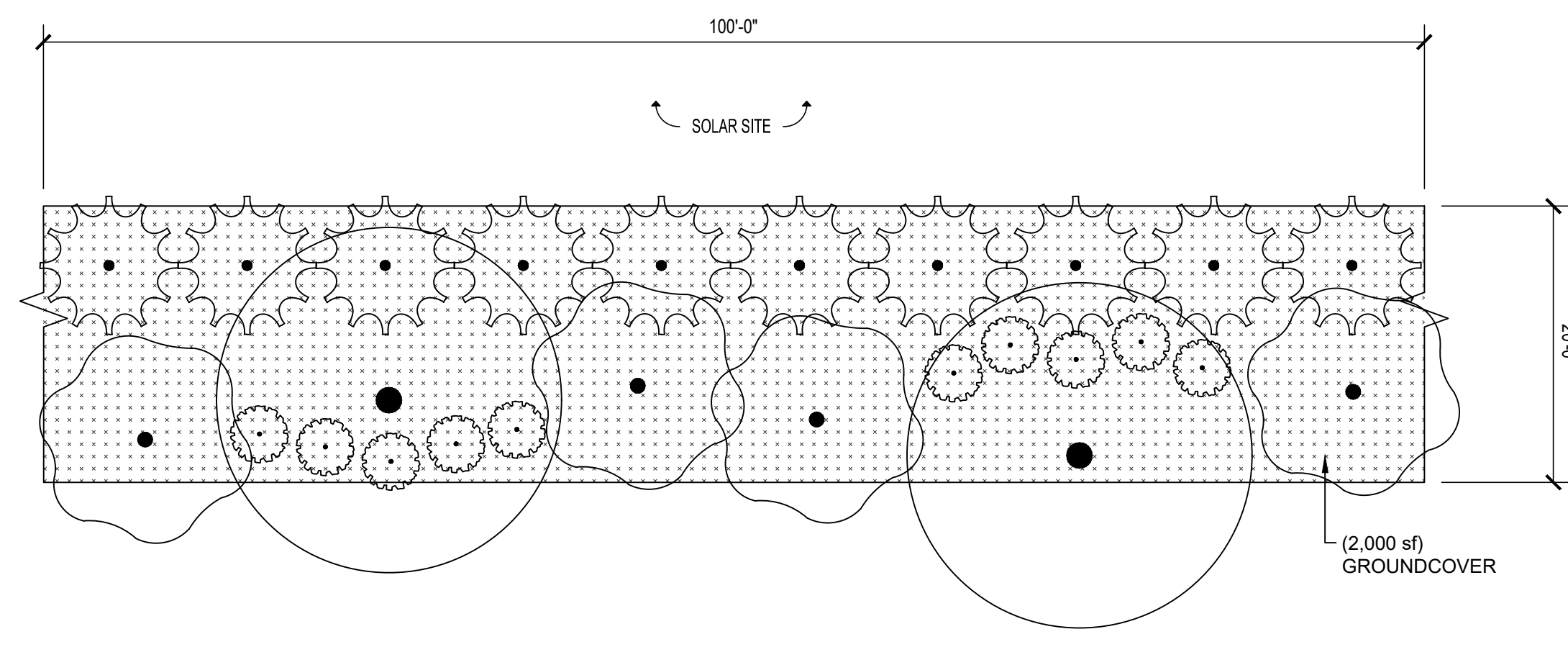
SOIL TYPES

MAP UNIT SYMBOL	SOIL NAME	CLASSIFICATION	% OF OVERALL PROJECT AREA
FadA	FALLSLONG SANDY LOAMS, 0-2% SLOPES, NORTHERN TIDEWATER AREA	FARMLAND OF STATEWIDE IMPORTANCE	14.73%
HbA	HAMBROOK SANDY LOAM, 0-2% SLOPES	PRIME FARMLAND	0.92%
HbB	HAMBROOK SANDY LOAM, 2-5% SLOPES	PRIME FARMLAND	6.64%
MpB	MATTAPEX FINE SANDY LOAM, 2-5% SLOPES, NORTHERN TIDEWATER AREA	PRIME FARMLAND	7.32%
MdA	MATTAPEX SILT LOAM, 0-2% SLOPES, NORTHERN TIDEWATER AREA	PRIME FARMLAND	1.27%
NnA	NASSAWANGO FINE SANDY LOAM, 0-2% SLOPES	PRIME FARMLAND	1.53%
OtA	OTHELLO SILT LOAMS, 0-2% SLOPES, NORTHERN TIDEWATER AREA	FARMLAND OF STATEWIDE IMPORTANCE	36.48%
SadA	SASSAFRAS SANDY LOAM, 0-2% SLOPES, NORTHERN TIDEWATER AREA	PRIME FARMLAND	10.69%
SadB	SASSAFRAS SANDY LOAM, 2-5% SLOPES, NORTHERN TIDEWATER AREA	PRIME FARMLAND	11.93%
SadC	SASSAFRAS SANDY LOAM, 5-10% SLOPES, NORTHERN TIDEWATER AREA	FARMLAND OF STATEWIDE IMPORTANCE	7.23%
WddA	WOODSTOWN SANDY LOAM, 0-2% SLOPES, NORTHERN TIDEWATER AREA	PRIME FARMLAND	1.25%

CALL 48 HOURS BEFORE YOU DIG
 IT'S THE LAW! DIAL 811
 Know what's below. Call before you dig.

WO73 SOLAR
 PREPARED FOR
TPE MD WO73, LLC
 WORCESTER COUNTY, MARYLAND
 SHEET NUMBER
1 OF 2
 14 - 7

Plotted By: Martin, Christopher - Sheet Set: kha - Layout: CONCEPT LANDSCAPE DETAILS - August 15, 2024 - 07:09:44am - K:\BICO_DSA\114724-303-WO73 Solar_CAD\PlantSheets\CONCEPT LANDSCAPE DETAILS.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



1 LANDSCAPE BUFFER - TYP.
NTS

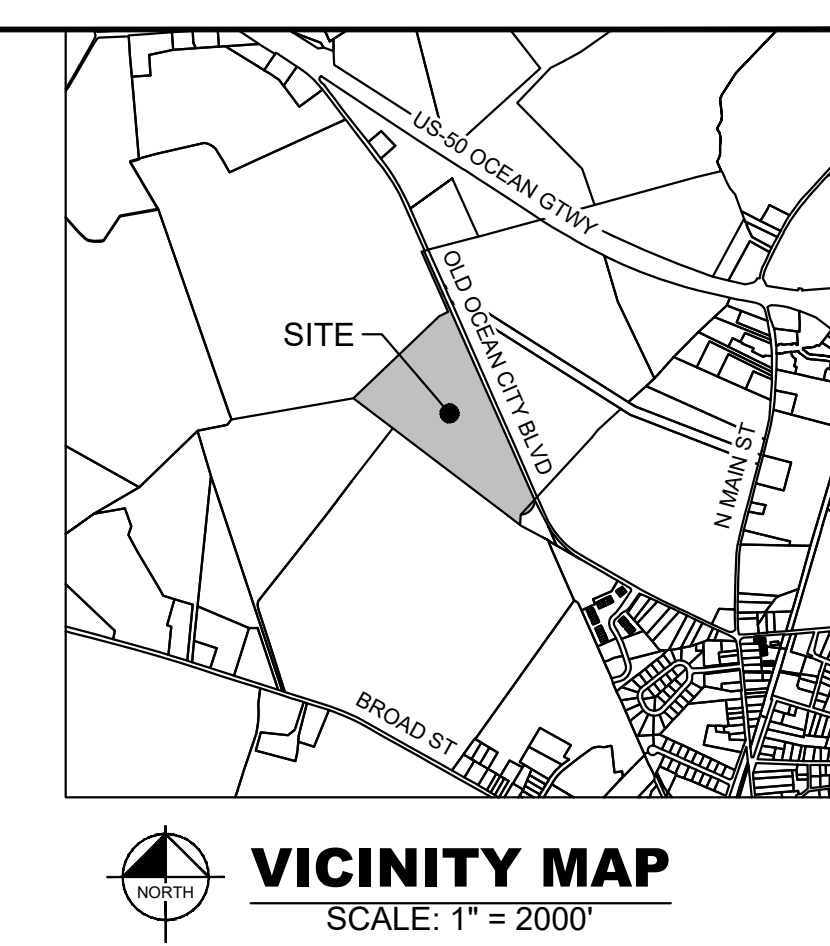
LEGEND/PLANT SCHEDULE

	DECIDUOUS TREE
	UNDERSTORY TREE
	EVERGREEN TREE
	SHRUB
	ERNST MIX #610 - NORTHEAST SOLAR POLLINATOR BUFFER MIX (OR APPROVED EQUAL)

PRELIMINARY BUFFER PLANTING SPECIES

TYPE	SYMBOL	SPECIES
DECIDUOUS TREE		ACER RUBRUM / RED MAPLE
		NYSSA SYLVATICA / BLACKGUM
UNDERSTORY TREE		AMELANCHIER CANADENSIS / SERVICEBERRY
		CERCIS CANADENSIS / EASTERN REDBUD
		CHIONANTHUS VIRGINICUS / WHITE FRINGETREE
EVERGREEN TREE		ILEX OPACA / AMERICAN HOLLY
		JUNIPERUS VIRGINIANA / EASTERN REDCEDAR
		CHAMAECYPARIS THYOIDES / ATLANTIC WHITE CEDAR
SHRUB		HAMAMELIS VIRGINIANA / WITCH HAZEL
		ILEX GLABRA / INKBERRY HOLLY
		VIBURNUM PRUNIFOLIUM / BLACKHAW VIBURNUM

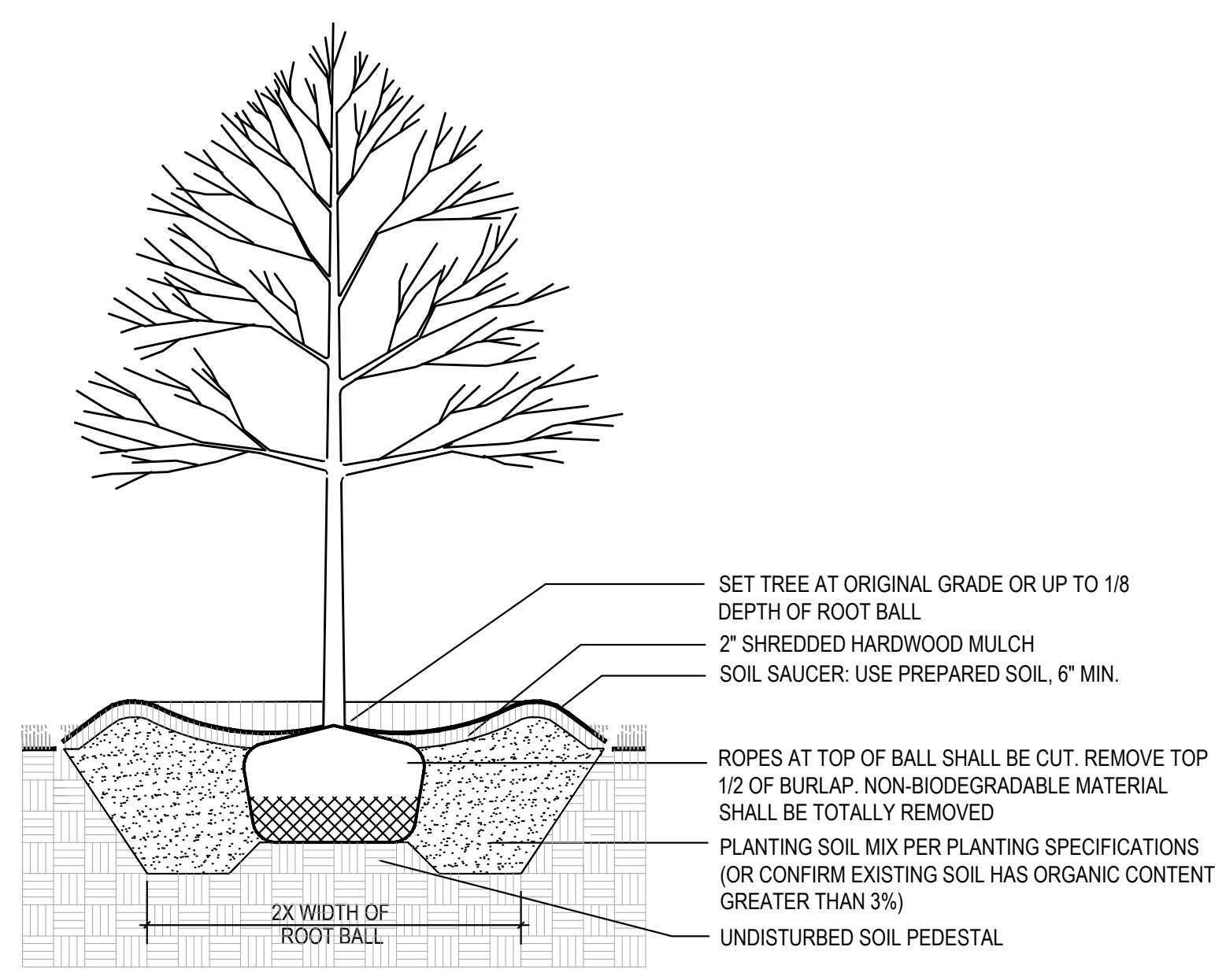
- PLANTING NOTES**
- DECIDUOUS TREES TO BE MINIMUM 2.5-INCH CALIPER AT INSTALLATION.
 - UNDERSTORY TREES TO BE MINIMUM 1.5-INCH CALIPER AT INSTALLATION.
 - EVERGREEN TREES TO BE MINIMUM 8-FT HEIGHT AT INSTALLATION.
 - SHRUBS TO BE MINIMUM 30 INCHES IN HEIGHT AT INSTALLATION.
 - ALL PLANT SPECIES AND SEED MIXES SUBJECT TO CHANGE DURING LIFETIME OF PROJECT WITH APPROVAL FROM WORCESTER COUNTY.



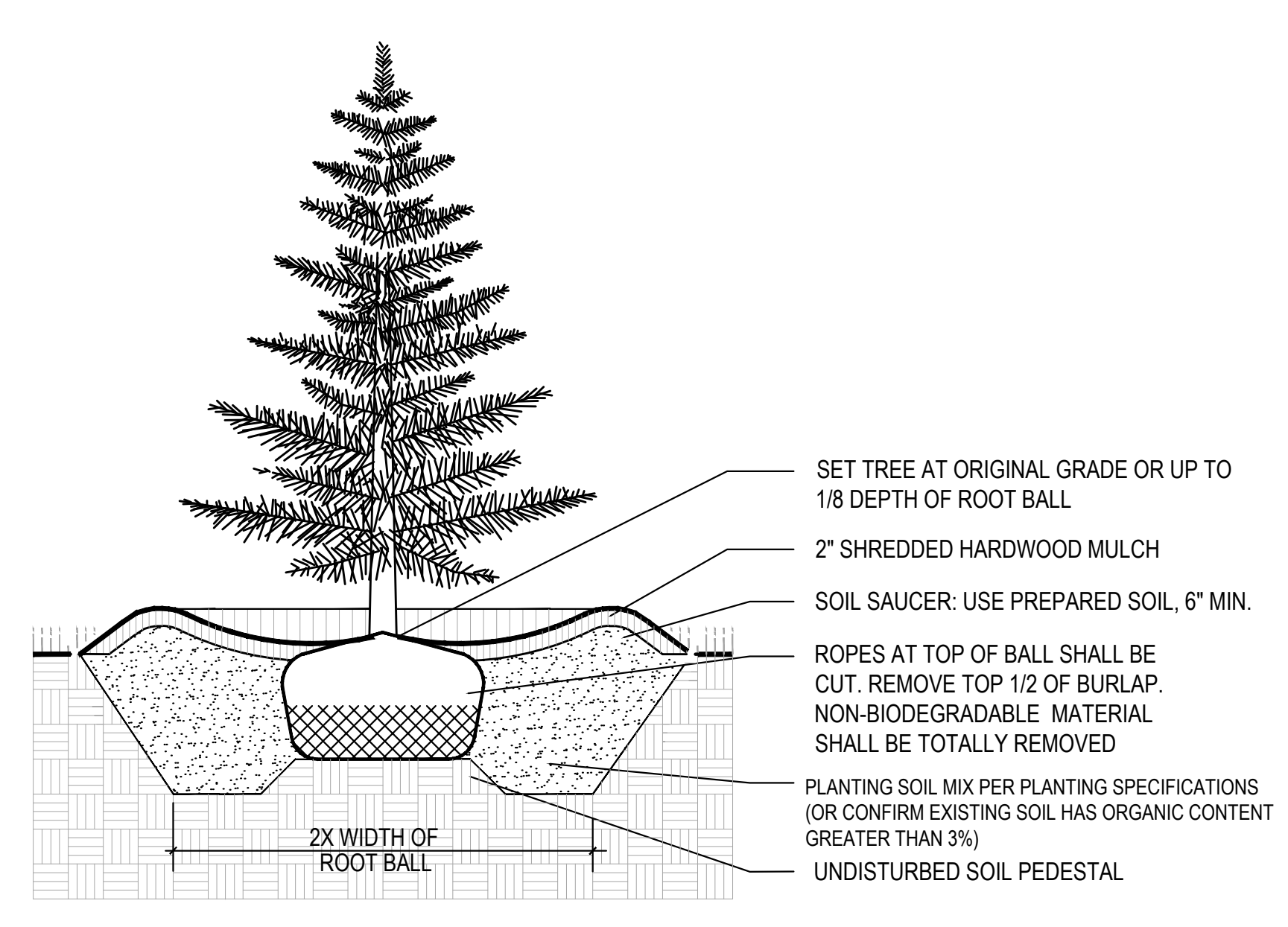
NO.	REVISIONS	DATE	BY

Kimley»Horn

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2 DECIDUOUS TREE PLANTING
NTS



3 EVERGREEN TREE PLANTING
NTS

PLANTING NOTES

- Plant Identification** - All plants shall be properly marked for identification and checking.
- List of Plant Material** - The contractor will verify plant quantities prior to bidding and any discrepancies shall be brought to the attention of the landscape architect. The Contractor shall furnish, and plant, all plants required to complete the work as shown on the drawings. Substitutions shall not be made without the written approval of Kimley-Horn and the owner. This contract will be based on the bidder having verified prior to bidding the availability of the required plant materials as specified on the Plant Materials List.
- Plant Quality** - All shrubs shall be dense, heavy to the ground, and well grown, showing evidence of having been pruned regularly, and shall be vigorous, healthy and of good color. All plants shall be sound, free of plant disease, infestation, or insect eggs and shall have a healthy, normal root system. Plants shall be freshly dug and not heeled-in stock, nor stock from cold storage. All plants shall be nursery grown. Plants shall not be pruned prior to delivery. The shape of the plant shall, in general, conform to its natural growth proportions unless otherwise specified. All plants, including container grown, shall conform to the branching, caliper and height specifications of the American Association of Nurserymen's Publication entitled American standard for Nursery Stock, ANSIZ60.1-2004 or latest edition, and shall have a well-shaped, heavy-branched structure for the species. Evergreen trees are to have an internode no greater than 24" and shall be uniformly well-shaped. Plants of a given size shall not measure less than the minimum size as set forth in the American Standard for Nursery Stock, ANSIZ60.1-2004 or latest edition.
- Plant Tagging** - The contractor shall prepare a list of nurseries supplying the specified plant material for the owner and Kimley-Horn to inspect, at their option, and tag prior to digging.
- Plant Spacing** - Plant spacing is to scale on plan.
- Soil Mix** - Soil mix will be 2/3 existing topsoil, 1/3 leafmold or pine fines thoroughly mixed and homogenized. Other organic material may be substituted upon written approval by Kimley-Horn.
- Rootball Size** - The ball size shall conform to the American Association of Nurserymen's Publication entitled American Standard for Nursery Stock, ANSIZ60.1-2004 or latest edition.
- Excavation** - Holes for all trees shall be 2 times the size of root ball or container and shall have vertical sides. Holes for shrubs shall be 12" wider than the root ball. Beds for mass planting shall be entirely rototilled to a depth of 8" and shall be 18" beyond the average outside edge of plant balls. Organic material (leafmold) will be incorporated into plant beds by tilling again to a depth of 8". Proportions of soil to organic material will be two parts existing soil to one-part organic material. Reforestation plantings shall be planted per the details specified on the drawings.
- Planting** - Backfilling shall be done with soil mix previously described, reasonably free of stones, subsoil, clay, lumps, stumps, roots, weeds, Bermuda grass, litter, toxic substances, or any other material which may be harmful to plant growth or hinder grading, planting, or maintenance operations. Should any unforeseen or unsuitable planting conditions arise, such as faulty soil drainage, chemical residues or inconsistencies between plans and actual site conditions, they should be called to the attention of Kimley-Horn and the owner for adjustment before planting. Plants shall be set plumb and straight and trees shall be guyed or staked, as needed, at the time of planting. Backfill shall be well worked about the roots and seated by watering. Plants will be planted higher than surrounding grade. Shrubs and trees will be set at a depth to place 1/8th of the rootball above finish grade. Remove rope from round tree trunks and lay back burlap and wire baskets from top 1/3 of all B&B material. Nylon, plastic, or vinyl rope and/or burlap will be completely removed from all plant material prior to planting. Reforestation plantings shall be planted per the details specified on the drawings.
- Cultivation** - All trenches and shrub beds shall be cultivated, edged and mulched to a depth of 2" minimum and 3" maximum with well-aged, fine-shredded hardwood bark. The area around isolated plants shall be mulched to at least a 6" greater diameter than that of the hole. Reforestation plantings shall be planted per the details specified on the drawings.
- Fertilizer & Inoculation** - All fertilizer shall be granular, with 35 to 80 percent of the total nitrogen in a slowly available form. For trees, shrubs, and groundcover, fertilizer shall be a complete fertilizer with a minimum analysis of 10 percent nitrogen, 6 percent phosphorus and 4 percent potassium. For perennials, annuals, and bulbs, fertilizer shall be a time-released, high-phosphate fertilizer; i.e., osmacote. For bulbs, fertilizer shall be bone meal (commercial, raw and finely-round), with an analysis of 4 percent nitrogen and 20 percent phosphoric acid.
- Fertilizer shall be added depending on the size of the plant and the manufacturer's recommendation using the following application rates:
- Trees: Use 2 lb. of 10-6-4 fertilizer per inch of trunk diameter.
 - Shrubs: Use 1/4 lb. of 10-6-4 fertilizer per foot of height or spread per plant, or 3-5lbs of 10-6-4 fertilizer per 100 square feet of bed area.
 - Groundcover: Use 3 lbs. of 10-6-4 fertilizer per 100 square feet of bed area.
 - Perennials, Annuals, Bulbs: Use 3 lbs. of time-release, high-phosphate fertilizer (5-10-5) per 100 square feet of bed area.
 - Planting pits shall be backfilled with a mixture containing 80% existing topsoil, 20% organic material such as leaf mold, peat moss or composed sewage sludge. Incorporate endo and ectomycorrhizal fungi transplant amendment per manufacturer's recommendations (manufacturer - Horticultural Alliance, Inc. phone 1-800-628-6373).
- After a plant has been determined to be dead, dying or damaged from handling or installation, it will be replaced during the next growing season. For example, if a plant is found dead during the summer months, it will be replaced during the fall planting season. The guarantee will end for all plant material two years after acceptance. During the guarantee period, the Contractor will not be responsible for mechanical injury or vandalism caused by other parties.
- Material Inspection** - Owner and/or Kimley-Horn shall, at their discretion, inspect plant material before and during delivery and installation. Plant material will be properly delivered in covered trucks, and promptly uncovered when delivered to prevent damage. Material will be unloaded and properly handled in such a way as not to damage plants. Plants will be inspected and may be rejected upon delivery and/or installation by the owner for mechanical damage, and damage that will subsequently cause misshapen or deformed material. Owner will have authority to observe site preparation and planting installations, and have the right to reject any work if the specifications and construction documents are not followed. All plant material shall be of the quality specified and installed as described above, and unless these minimum standards are satisfied, the plants will be rejected.

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

LICENSE NO. XXXXXX
 EXPIRATION DATE: XXXX/XX/XXXX

KHA PROJECT	114734303
DATE	08/08/2024
SCALE	AS SHOWN
DESIGNED BY	KRE
DRAWN BY	KRE
CHECKED BY	CHM

CONCEPT LANDSCAPE DETAILS

WO73 SOLAR
 PREPARED FOR
TPE MD WO73, LLC

MARYLAND
 WORCESTER COUNTY

CALL 48 HOURS BEFORE YOU DIG

811

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.



DRAFT

WO73 ENVIRONMENTAL REVIEW DOCUMENT

TPE MD WO73, LLC (WO73 Solar)

OLD OCEAN CITY BOULEVARD

BERLIN, MD 21811

WORCESTER COUNTY

August 2024

Prepared for:

TPE MD WO73, LLC

Prepared by:

Kimley»»Horn

215 Washington Ave

Suite 500

Towson, MD 21204

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1.0 APPLICATION INFORMATION

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2.0 DESCRIPTION OF GENERATING SYSTEM

TPE MD WO73, LLC (“Applicant”) is proposing to develop a ground mounted solar energy project (“WO73 Solar” or the “Project”), in Berlin, Worcester County. The Project, as currently proposed, will utilize an approximately 35 acre portion of the overall 137-acre property described by Tax Map 25, Grid 2, Parcel 3. The Project will be limited to the portion of the parcel southwest of Old Ocean City Blvd, (the “Site”, see **FIGURE 1** for the Project Site Aerial).

The Project Limit of Disturbance (LOD), also known as Limit of Construction (LOC) is anticipated to be approximately 35.5 acres, as shown on the Concept Site Plan included as **Attachment 6.01**.

The Site is outside of the municipal boundary of the Town of Berlin. Site use has been historically agricultural and is partially within a Growth Area per the Worcester County Land Use Map. The parcel is zoned R2, Suburban Residential. The project will be limited to the portion of the parcel southwest of Old Ocean City Blvd, zoned R2 – Suburban Residential (see **Figure 2**).

The Project will be a 5-megawatt (MW) AC photovoltaic community solar generation facility that will generate energy to be allocated to community solar subscribers within Delmarva Power’s service territory. The Project will include solar modules mounted on single axis trackers, inverters, electrical equipment and poles, a gravel access drive, perimeter fencing, and landscape buffer. The project will interconnect to Delmarva Power via an existing electric pole-mounted distribution circuit on Old Ocean City Blvd. The module and inverter selection and system design are preliminary at this time and may change during the final design of the project based on equipment availability at the time of procurement. At the time of this application, the Applicant anticipates the solar panels will have a maximum height of 15-ft tall, with a 12-inch ground clearance from the ground to the bottom of the module at full tilt. The modules are anticipated to be approximately 3.7 ft wide and 7.5-ft long. The anticipated capacity factor is 27.7%. The Applicant anticipates two equipment pads and 40 string inverters. Refer to **Attachment 6.01** for the Concept Site Plan.

The Applicant is applying for a Certificate of Public Convenience and Necessity (“CPCN”) from the Maryland Public Service Commission (“PSC”) for the 5.0 MW AC Project. The project will be in conformance with Worcester County standards for Utility Scale Solar Energy Systems as discussed in **Section 2.1**.

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FIGURE 1: PROJECT SITE AERIAL

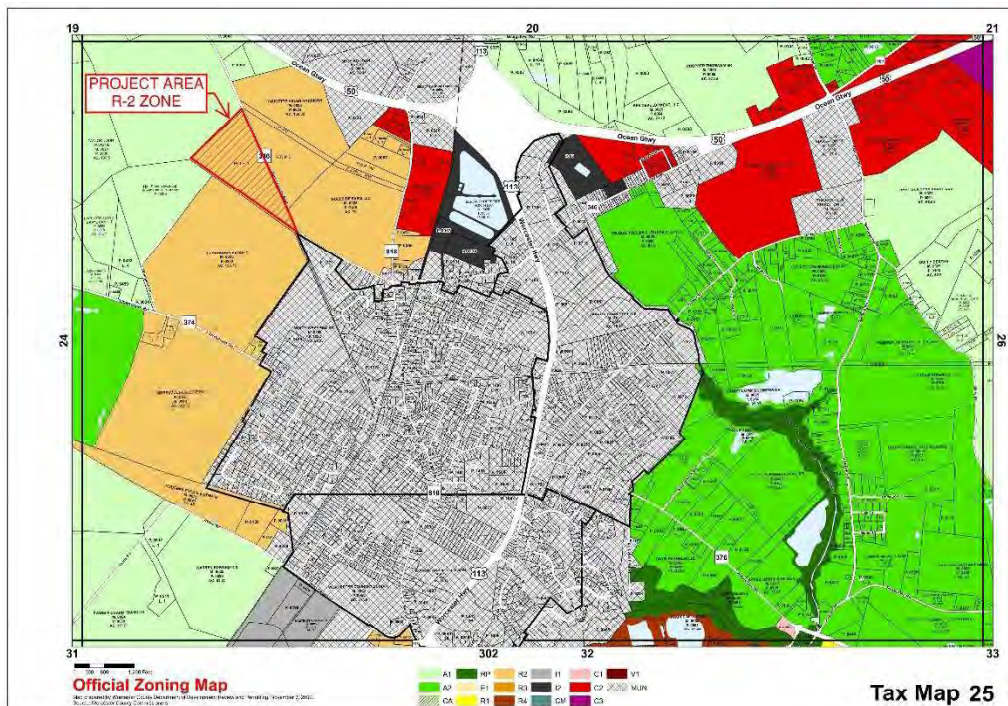


FIGURE 2: WORCESTER COUNTY ZONING

2.1 CONSISTENCY WITH ZONING AND COMPREHENSIVE PLANS

The overall Property is zoned R2, Suburban Residential. The project is classified as a “Utility Scale Solar Energy System” based on the Worcester County Zoning Ordinance. A “Utility Scale Solar Energy System” is defined 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”. The Applicant is applying for a Certificate of Public Convenience and Necessity (CPCN) through the Public Service Commission (PSC) in compliance with COMAR Chapter 20.79.01 for a 5MW community solar project. Based on Worcester County Code Section ZS 1-344(d)(3), the Applicant understands that the parcel needs to be in excess of 50 acres. The overall parcel acreage is approximately 137 acres, per Maryland Land Records. The project is located on the approximately 35-acre portion of the parcel west of Old Ocean City Boulevard. Utility Scale Solar Energy Facilities are not permitted by special exception in the R2 zoning district, therefore requiring CPCN preemption over the Worcester County Zoning Ordinance. Apart from the use in the site’s zone, the Project is consistent with all other regulations and is consistent with plans for the county’s future development. Since the Project will apply for a CPCN, the Applicant understands a Special Exception will not be required. Refer to **Table 1** for the permitting summary matrix.

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Table 1: Permitting Summary Matrix

Agency/Authority	Permit/Approval	Required For		Status			Notes
		Construction	Operation	Complete	Pending	Not Started	
Maryland Public Service Commission (PSC)	Certificate of Public Convenience and Necessity	X			X		
Delmarva Power	Interconnection Agreement		X		X		The Applicant has submitted the Interconnection Application. The Project is currently in Engineering Study phase.
Worcester County	Major Site Plan (Site Plan, Erosion and Sediment Control, Stormwater Management Plan, Landscape Plan, Forest Conservation Act, Building Permit, Electrical Permit, Bonds and Agreements)	X				X	Design and plan development will commence following CPCN approval.
Federal Aviation Administration	Glare Analysis	X		X			FAA Notice Criteria Tool results included as Attachment 6.10
US Fish and Wildlife Service	Species Review	X		X			IPaC results included as Attachment 6.05
Maryland Department of Natural Resources (DNR) Wildlife and Heritage Service	Species Review	X		X			Letter stating “no specific concerns” was received on June 27, 2024
Maryland Historic Trust (MHT)	Cultural Resources Review	X		X			MHT approval received June 28, 2024
Maryland Department of the Environment (MDE)	NPDES General Permit for Stormwater Associated with Construction Activity (20-CP)	X				X	To be completed after Worcester County approval of Soil Erosion and Sediment Control Plans.

Consistency with Comprehensive Plan

The Project is consistent with Worcester County's Comprehensive Plan (dated March 2006). The Comprehensive Plan's goal is to "maintain and improve the county's rural and coastal character, protect its natural resources and ecological functions, accommodate a planned amount of growth served by adequate public facilities, improve development's compatibility and aesthetics, continue the county's prosperous economy, and provide for residents' safety and health". Worcester County's Comprehensive Plan provides 12 objectives for ongoing growth and development. The Project is consistent with the objectives of the Worcester County Comprehensive Plan, including, but not limited to maintaining and enhancing the County's livability, preserving and protecting natural resources and their ecological functions, facilitating the County's economic activity, continuing the viability of the agricultural and forest industries, and providing adequate public services to facilitate desired growth.

Specifically, the Project is consistent with the following goals from the Worcester County Comprehensive Plan:

- i. Chapter 2 of the Comprehensive Plan talks about Land Use, with specific goals for Worcester County to "maintain its rural and coastal character" and "protect its environment and natural resources". Chapter 2 lists as Objective 12 to "develop green infrastructure system."

The Project includes the development of existing agricultural land into a community scale solar facility, which would advance Worcester County environmentally by providing more access to renewable energy and sustainable development practices without compromising the County's agricultural character. The project will also establish a pollinator friendly ground cover within the project area, which provides benefit to the surrounding area.

The operation of the Project creates no air or water pollution and directly reduces carbon emissions compared to generating the same amount of energy from fossil fuels. The Project will contribute to the growth of locally generated clean electricity, which use is expected to continue to be in increased demand.

The Project landscaping will be designed in accordance with the regulations set forth in the Worcester County Zoning Code. Native and naturalized plants will be selected for the Project's bufferyard, which will adhere to the Worcester County Zoning Code for landscape plans and bufferyards. The use of landscape buffers will help block views of the array from the public right-of-way to help maintain the rural and coastal character of the County.

- ii. Chapter 3 takes a deeper dive into Natural Resources with specific goals for the protection of "clean surface and groundwater,... forests, threatened and endangered species, productive soils, tidal and nontidal wetlands" and "floodplains".

The Project will be designed in accordance with the regulations set forth in the Worcester County Zoning Code and with Maryland Department of the Environment Stormwater Design Manual. The post-development site will mimic natural hydrologic conditions. The project will also manage the quantity of runoff so that no increase in stormwater runoff is experienced by downstream rivers, streams, or Chesapeake Bay when compared to the existing agricultural condition. The site will be established with grasses and mowed infrequently, consistent with a meadow condition. The peak runoff during a storm event will be reduced in the post-development meadow condition compared to the existing runoff from the agricultural use. These stormwater management design practices will help in protecting surface and groundwater.

The Project does not propose removal of any trees or forest from the site, and a forest stand and wetland delineation has been performed by Holly Oak Consulting, LLC to confirm existing forest conditions (**Attachment 6.04**). The Forest Stand Delineation shows no wetlands, streams, specimen trees, forest stands, or floodplain which will be impacted by the project. The project has requested a site walk with MDE to confirm wetland and stream limits. An updated response will be provided once available.

The Applicant requested a project review from Maryland Department of Natural Resources (DNR) Wildlife & Heritage Service to ensure that no threatened or endangered species are impacted through the development of the Project Site. The project received a response letter from DNR stating there are no official records for State or Federal listed, candidate, proposed, or rare plant or animal species within the project area and there are no specific concerns regarding the project. The DNR response letter is included as **Attachment 6.06**.

If desired by the property owner, upon decommissioning, the land can be returned to agricultural production, thus protecting productive soils through the life of the Project.

- i. Chapter 4 of the Comprehensive Plan focuses on Economy. Worcester County's goal is to expand the economy so that It will "realize its full potential for employment, business,... light industry, agriculture... without compromising the county's rural and coastal character and its sustainability".

The development of the community scale solar facility will also advance Worcester County economically through collection of property tax revenue, utilization of local firms during the development phase, and use of local construction talent during project construction, as qualifications allow.

The Project will enhance economic growth and diversity within the county by creating job opportunities during the development, construction, and operation and maintenance periods of the Project. Additionally, the Project will provide local, clean renewable energy to the local utility company's distribution grid (Delmarva Power) that will support the energy demands of the community. As a

temporary land use the underlying parcel will be preserved for future farming upon project decommissioning if the landowner so desires, maintaining the possibility for agricultural contributions to the County's economy in the future.

Consistency with Zoning and Subdivision Control Article

Per Worcester County Code, "Utility scale solar energy systems may 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 fifty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4). Furthermore, all approvals of utility scale solar energy systems shall be in accordance with a two-step approval process. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to proceeding to the second step."

Apart from the use in the site's zone, the Project is otherwise consistent with the County Land Use Ordinance and Zoning Code. The overall parcel size is approximately 137 acres. The project will be located on the approximately 35-acre portion of the parcel west of Old Ocean City Boulevard.

Local Approval Process

The Project will complete all required steps in the Worcester County review process concurrently with or following issuance of the CPCN. All approvals of utility scale solar energy systems shall be in accordance with a two-step approval process. The project cannot move onto step two until step one is completed in its entirety. The Applicant understands that the CPCN process will satisfy step one. Once the CPCN is granted, the project will proceed to step two.

Step one consists of concept plan approval. The applicant will submit a concept plan to address required elements of the Technical Review Committee, Planning Commission, and County Commissioners. Once the concept plan is prepared, the Technical Review Committee will meet with the applicant to review the plan and provide feedback. After changes are made to the concept plan, if required by the Technical Review Committee, the Technical Review Committee will take the concept plan to the Planning Commission for review. The Planning Commission will review the concept plan for consistency with the Comprehensive Plan and Zoning and Subdivision Control Article. The Planning Commission will submit a report and recommendation to the County Commissioners following their review of the concept plan. The County Commissioners will review the recommendation of the Planning Commission and hold a public hearing for the plan. The Applicant understands the CPCN process will satisfy the general procedures of step one.

Step two consists of major site plan approval. The major site plan will expand on the information in the approved concept plan and include final grading, stormwater management, erosion and sediment control, proposed improvements to the property, vehicular ingress and egress points, existing and proposed easements, and location and size of fences, screening walls, and buffers. The major site plan will be reviewed by the Technical Review Committee and reviewed and approved by the Planning Commission.

Building and Electrical Permits and Stormwater and Erosion and Sediment Control Approvals/Permit

Erosion and Sediment Control plans are submitted to the Worcester Soil Conservation District for approval. It is necessary to obtain a sediment control/grading permit from the Worcester County Environmental Programs Department prior to land disturbance and grading.

The Application for a Building and Electrical Permit is submitted to Worcester County Development Review and Permitting (DRP) Zoning Division. A building permit must be obtained prior to the construction of any proposed structures. For the Project, proposed structures include solar panels and electrical equipment/pads.

2.2 PLANNED INTERCONNECTION

The project will interconnect to an existing Delmarva distribution line along Old Ocean City Blvd at an existing utility pole. The Project includes the installation of approximately six (6) utility poles on the Property to support the utility and applicant's metering and interconnection equipment. Refer to **Attachment 6.01** for the Concept Site Plan.

The project was submitted to the Delmarva Power Interconnection Queue on May 16, 2023. The application moved to Technical Review on May 31, 2023. The signed Study Letter was issued on August 16, 2023. The project is now within the Engineering Study phase; results of that study are outstanding, expected August 2024. All available interconnection application documents are included in **Attachment 6.12**.

2.3 OPERATION, STABILITY, AND RELIABILITY OF ELECTRIC SYSTEM

Delmarva is assessing the impact to grid operation, stability, and reliability. Additional information may be provided once the Engineering Study has been completed by Delmarva Power.

2.4 SCHEDULE AND PROJECT LIFE EXPECTANCE

Following the CPCN application process, the project will complete the Worcester County Major Site Plan review process, which is expected to take about 12-15 months. The project anticipates beginning construction in Summer 2027. Construction is anticipated for a duration of 6-9 months. At this time, the project is anticipated to be completed in Spring 2028.

The project is expected to have a life expectancy of approximately 30-40 years.

2.5 SITE SELECTION

The applicant considered many criteria in the selection of the project site, as summarized below:

Environmental/Cultural Factors

Desktop review and due diligence was completed and revealed the site has limited environmental and cultural features. The site has limited topographic slopes, limited protected threatened/endangered species in the area, no impacted wetland/streams/forest stands, and no known hazardous materials. Refer to Section 3 for further discussion on the Project environmental information and conformance.

Usable site area and County Code conformance

The project property size and shape allow the project to achieve the 5MW AC output while providing the setbacks and landscape buffers as required by the Worcester County Zoning Code. The project will meet all criteria set forth in the Worcester County Zoning Code with the exception of the non-permitted use in the R2 zoning district (see Section 2 for further discussion of County Code conformance).

Proximity to Utility electrical system

The project will interconnect to the existing distribution circuit that runs along Old Ocean City Boulevard on the western boundary of the property. This circuit was studied through

a pre-application process with Delmarva and it was shown to have enough available interconnection capacity to host the proposed project size.

Shading

The project site has limited vegetation or structures which would shade the project and affect the power generation.

2.6 UPGRADES REQUIRED

The Applicant does not anticipate any major upgrades to the existing utility infrastructure to support the project. Any upgrades required will be confirmed by Delmarva Power at the completion of their ongoing interconnection study.

3.0 ENVIRONMENTAL INFORMATION

3.1 GENERAL DESCRIPTION

The Project site is an approximately 35-acre portion of the 137-acre property located on Old Ocean City Blvd, in Worcester County, Maryland. The property is described by Tax Map 25, Grid 2, Parcel 3. The site is zoned R2, Suburban Residential.

The proposed development includes a ground-mounted solar project owned by TPE MD WO73, LLC. The Applicant proposes a 5-megawatt (MW) AC project that will generate energy for the community by supplying power to Delmarva Power.

3.2 EFFECTS ON AIR QUALITY

Compliance with Federal or State Air Quality Standards

The proposed solar energy generating system will not emit air pollutants, therefore the following standards, provisions, and requirements will not be applicable to the Project.

- i. State or federal ambient air quality standards
- ii. State or federal emission standards
- iii. Federal new source performance standards
- iv. Federal emission standards for hazardous air pollutants
- v. Prevention of significant deterioration and new source review provisions
- vi. Any requirement to obtain emission efforts, allowances, and reduction credits

Air Quality During Construction

The primary air quality concern is the generation of fugitive dust during construction, which is generated from ground disturbing activities such as earthwork and construction traffic on unpaved roads. The contractor will follow methods for mitigation of fugitive dust during construction to comply with the standards and specifications set forth by the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and Maryland Department of the Environment General Permit for Stormwater Associated with Construction Activity (20-CP). Additionally, there will be minimal, short-term, air quality impacts from the emissions of mobile internal combustion engines from earthwork equipment and construction employee vehicles.

Air Quality During Operation

The Project will not emit air pollutants including odors, dust, gas, smoke, or fumes during its operation.

Impact on Deterioration Areas and Nonattainment Areas

The Project will not impact significant deterioration areas and existing nonattainment areas.

Requirements under COMAR 26.11

The air quality regulations set forth by COMAR 26.11 are not applicable to the Project because the solar energy generating facility will not emit air pollutants once constructed.

3.3 EFFECTS ON WATER QUALITY

Stormwater Management and Environmental Site Design (ESD)

The Project will be designed to meet the Stormwater Management requirements of Maryland Department of the Environment and Worcester County. Following the CPCN process, Stormwater Management Plans will be prepared for the Project and submitted to Worcester County for review.

According to the United States Department of Agriculture Urban Hydrology for Small Watersheds (TR-55), runoff during storm events is higher for agricultural land uses compared to grass land uses. Therefore, there is no anticipated increase in stormwater runoff associated with this project once established.

The Project will be designed in accordance with Maryland Department of the Environment document titled *Stormwater Design Guidance – Solar Panel Installations* and will provide non-rooftop disconnect for solar panels and proposed impervious gravel access drives and equipment pads.

Impacts on Water Quality During Construction

During construction, construction will comply with standards and specifications set forth by the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and Maryland Department of the Environment General Permit for Stormwater Associated with Construction Activity (20-CP). Following the CPCN process, the Applicant will prepare Soil Erosion and Sediment Control plans for review by Worcester Soil Conservation District. The approved Soil Erosion and Sediment Control plans will be followed by the contractor during construction.

Impacts on Water Quality During Operation

The project will be designed to meet the State and County requirements for stormwater management quantity and quality. The project will meet stormwater management Environmental Site Design criteria using non-rooftop disconnects of gravel access drives and equipment pads. The change in land cover from existing agricultural condition to proposed meadow grasses will decrease the stormwater discharge from the site during storm events. Additionally, the existing agricultural use includes tilling the land and exposing site soils. Once operational, the project will reduce the frequency of ground disturbance and sediment runoff compared to the existing agricultural use.

Requirements for Construction Dewatering

All dewatering during construction will comply with standards and specifications set forth by the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and Maryland Department of the Environment General Permit for Stormwater Associated with Construction Activity (20-CP). Dewatering flows will be discharged through an approved dewatering device per Maryland Department of the Environment standards (filter bag, removable pumping station, etc.)

Streams, Non-Tidal Wetlands, Watersheds, and Aquifers

The project will not impact streams or non-tidal wetlands or their associated buffers. The Forest Stand and Wetland Delineation determined there are no streams or wetlands in the vicinity of the project. Refer to Section 4.1 for additional information regarding the Forest Stand Delineation

results. The Project will meet all State and County regulations during the operation and construction phases and will not impact watersheds or aquifers.

Tier II Information Per COMAR 26.08.02

As discussed in Section 4.4 below, the project is not located within a Tier II watershed.

Maryland Wild and Scenic Rivers

The Project watershed, Newport Bay, is not listed as one of Maryland's Scenic and Wild Rivers as established by Maryland Department of Natural Resources Land Acquisition and Planning.

Impact on Other Water Users

Impacts on Other Water Users During Construction

Water may be required for dust control operations. If water is required, bulk water delivery may be utilized to support the water demand.

Impacts on Other Water Users During Operation

The operation phase will include remote monitoring of the site, with occasional personnel site visits. There is no water or sewer services proposed to support the Project and therefore there is no additional water or sewer demand. There are existing ditches on the site that are used for irrigation purposes that the Project proposes to build over. The three main ditches on site are not tax ditches and will be the jurisdiction of MDE. During a field walk between the Applicant and MDE on August 13, 2024, it was determined by MDE that the three main ditches on site are not wetlands and will not be the jurisdiction of MDE or the US Army Corps of Engineers (USACE). The Project plans to provide culvert crossings over the ditches to allow for drainage and maintenance during the lifecycle of the Project. Construction around the ditches will be coordinated with the Worcester Soil Conservation District. The irrigation ditches on site outfall to an existing Tax Ditch, Trib 8 of Tax Map 25 Parcel 3, which will not be impacted by the proposed Project.

Mitigation and Minimization Techniques Evaluated

The Project does not require additional water or sewer demand, impacts to water quality, or water appropriation demand and therefore additional mitigation and minimization techniques are not required. There are no existing wells within the Project area. At this time, the project does not anticipate the use of appropriated groundwater. **Attachment 6.16** includes the MDE Notice of Exemption to Appropriate Groundwater, which shows the project meets exemption criteria. In the event groundwater appropriations are required, the necessary exemption or permit will be obtained.

3.4 PHYSICAL FEATURES

Historically, the site has been used for agricultural purposes. The property is zoned R2, Suburban Residential. The property consists of predominately open/agricultural areas with limited existing tree cover outside of the proposed array area. There are no existing buildings on site.

The United States Department of Agriculture National Resource Conservation Service (USDA NRCS) Web Soil Survey was used to generate information about the existing soils on site. Most soils on site are classified as Type B and C and have a moderate to slow infiltration rate. The remainder of the soils on site are classified as Type D and have a very slow infiltration rate. The

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slopes on the Project site are moderate and range from 0% to 10%, as evident in the NRCS Soil Report.

Existing environmental features were surveyed by Holly Oak Consulting, LLC on May 9, 2024. There are existing wooded areas present on site, as shown in the Forest Stand Delineation in **Attachment 6.04**. Non-tidal wetlands and a perennial stream are present on the Property but will not be impacted by the Project, as shown in **Attachment 6.13**.

3.5 MEANS FOR THE DISPOSAL OF PLANT-GENERATED WASTE

Waste Disposal During Construction

Waste produced during construction will primarily consist of packaging materials for all panels, framing, and equipment delivered to the site. All waste generated during construction will be collected and removed from the site. Waste will be disposed of at an approved waste handling facility or recycled as practical. A minimal amount of sanitary waste will be produced through temporary construction bathroom facilities. During the civil permit approval process after a CPCN is granted, a Stormwater Pollution Prevention Plan will be developed for the project to further discuss waste removal and sanitary waste procedures.

Waste Disposal During Operation

Minimal waste material will be generated during operation of the facility. Waste produced during operation will include waste associated with maintenance or repair efforts. Waste associated with maintenance or repair efforts will be disposed of at an approved waste handling facility.

Waste Disposal During Decommissioning

Waste produced during decommissioning of the Project will be recycled, sold, or disposed of in accordance with an approved Decommissioning Plan. When the Project is decommissioned, the Site will be restored to the pre-developed condition as required by the Decommission Plan and Worcester County Code. A proposed decommissioning plan and associated cost estimate has been included as **Attachment 6.18**.

3.6 IMPACT OF THE PROJECT ON THE STATE'S RENEWABLE PORTFOLIO STANDARD REQUIREMENTS AND GREENHOUSE GAS REDUCTION REQUIREMENTS

The Project includes the development of a ground-mounted community solar energy generating system. The Project will provide the community with access to 9,760 MWh/year of electricity through subscriptions from the solar energy generating system, a renewable energy source.

The Environmental Protection Agency (EPA) offers an online tool, AVERT, which quantifies and evaluates the effectiveness of energy efficiency, renewable energy sources, and electric vehicles. The tool calculates the change in emissions resulting from the implementation of energy efficient systems, renewable energy sources, and/or electric vehicles. The AVERT tool was used to evaluate the impact of the 5.0 MW solar energy generating system. As shown in the AVERT Annual Emissions Changes in Figure 3 below, the 5.0 MW solar energy generating system will decrease emissions from fossil fuels.

Annual Emissions Changes • Power Sector Only
Mid-Atlantic Region

	Original	Post Change	Change
Generation (MWh)	467,528,680	467,518,920	-9,760
Total Emissions from Fossil Generation Fleet			
SO ₂ (lb) i	208,740,160	208,734,660	-5,500
NO _x (lb)	180,544,490	180,539,670	-4,820
Ozone season NO _x (lb) i	73,733,760	73,731,230	-2,530
CO ₂ (tons)	282,355,380	282,349,010	-6,370
PM _{2.5} (lb)	35,603,560	35,602,740	-830
VOCs (lb)	7,180,440	7,180,240	-200
NH ₃ (lb)	9,602,760	9,602,500	-260
AVERT-derived Emission Rates:	Average Fossil		Marginal Fossil
SO ₂ (lb/MWh)	0.446		0.564
NO _x (lb/MWh)	0.386		0.494
Ozone season NO _x (lb/MWh) i	0.341		0.530
CO ₂ (tons/MWh)	0.604		0.653
PM _{2.5} (lb/MWh)	0.076		0.085
VOCs (lb/MWh)	0.015		0.020
NH ₃ (lb/MWh)	0.021		0.027

- Negative numbers indicate displaced generation and emissions.
- All results are rounded to the nearest 10. A dash (“—”) indicates non-zero results, but within +/- 10 units.
- When users evaluate a portfolio scenario including EVs and EE or RE, marginal fossil values are not reported and a null sign (“Ø”) is shown.
- Data does not include changes to ICE vehicle emissions (e.g., emissions from tailpipes).
- Estimated marginal CO₂ emission rates for future years are available in the current [AVERT Main Module](#).

FIGURE 3: EPA AVERT ANNUAL EMISSIONS CHANGES

4.0 NATURAL RESOURCES INFORMATION

4.1 FOREST STAND AND WETLAND DELINEATION

A Forest Stand and Wetland Delineation was completed by Holly Oak Consulting, LLC and will be submitted to Worcester County for review. The Forest Stand and Wetland Delineation is included as **Attachment 6.04**. Refer to **Attachment 6.13** for Wetland Report.

The Forest Stand and Wetland Delineation identified a perennial stream and non-tidal wetland on the southwest edge of the property. The portion of the Property where the Project is located does not contain forest stands, specimen trees, streams, or wetlands.

4.2 DESCRIPTION OF INTENDED FOREST CONSERVATION MITIGATION

The Applicant intends to comply with the county’s Forest Conservation Requirements. The project will not propose any forest or specimen tree clearing. In accordance with 2023 Md. Laws Ch. 541, Md. Code Ann., Pub. Utils. Section 5-1606(a)(6) (effective July 1, 2024), the Project may be exempt from afforestation requirements.

4.3 RARE, ENDANGERED, AND THREATENED SPECIES

The U.S. Fish and Wildlife Information for Planning and Consultation (IPaC) tool was used to identify the potential presence of rare, endangered, and threatened species on site. Refer to **Attachment 6.05** for the list of threatened and endangered species identified using the IPaC tool. **TABLE** below summarizes results from the IPaC. There are no existing habitats for the threatened and endangered species on site. The monarch butterfly is listed for the site. At this time, the monarch butterfly is a candidate species and does not have regulated requirements. The northern long-eared bat and tricolored bat are also included on the list. These are mammals that do not have regulated requirements. Additional reviews will be coordinated with the U.S. Fish and Wildlife Service throughout the duration of the project. The Applicant submitted a review request to Maryland Department of Natural Resources. The response indicated no specific concerns for the project and no official records of State or Federal listed, candidate, proposed, or rare plant or animal species within the project area. The DNR response letter and is included as **Attachment 6.06**.

TABLE 2: THREATENED AND ENDANGERED SPECIES

Group	Name	Status
Insect	Monarch Butterfly (<i>Danaus plexippus</i>)	Candidate
Mammals	Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered
Mammals	Tricolored Bat (<i>Perimyotis subflavus</i>)	Proposed Endangered

4.4 WATERSHED IMPACTS AND TIER II INFORMATION

The Project is in the Newport Bay (02130105) watershed, a sub-basin of the Coastal Area watershed, which ultimately discharges into the Chesapeake Bay.

The state of Maryland has established an anti-degradation policy to protect waters of the state and maintain the condition of high-quality waters. High-quality waters are designated as Tier II waters. The Project site is not within a Tier II catchment. Refer to **FIGURE 4** below for a map showing no limits of Tier II catchments in the vicinity of the Project.

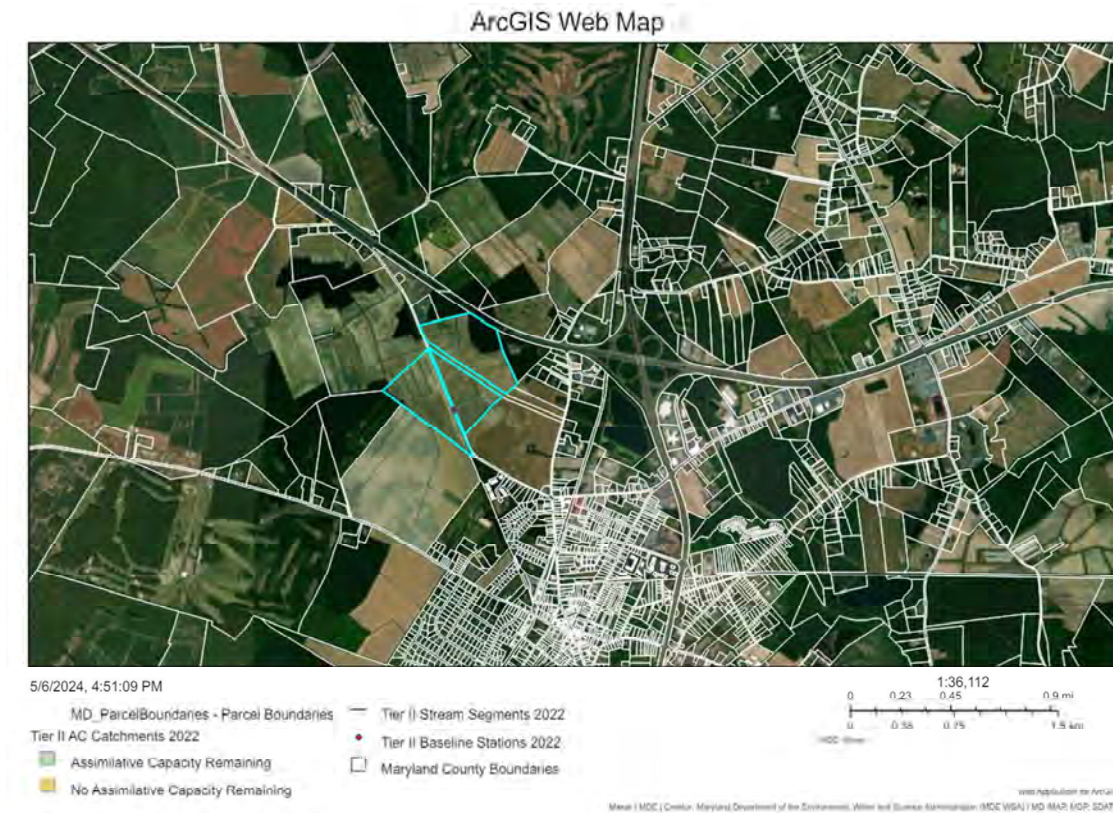


FIGURE 4: MARYLAND'S TIER II HIGH QUALITY WATERS (2022) MAP

4.5 PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment was prepared by ECS Mid-Atlantic, LLC, dated May 31, 2024. ECS identified one recognized environmental conditions (RECs) at the subject property, a previously mapped orchard on the northeastern portion of the subject parcel. This is noted as a REC due to potential for arsenic in the soil. The Phase I ESA is included as **Attachment 6.07**.

4.6 RESOURCE CONSERVATION, EASEMENTS, AND RESTRICTIVE COVENANTS

There are no known resource conservation easements or restrictive covenants existing on the subject property.

4.7 CRITICAL AREA IMPACTS

The Chesapeake Bay Critical Area was established to improve the water quality and preserve natural habitats in the Chesapeake Bay by limiting adverse human impacts to surrounding

sensitive areas. The Chesapeake Bay Critical Area includes all land within 1,000 feet of the Chesapeake Bay and its tributaries. Within the Critical Area, land may be designated as an Intensely Developed Area (IDA), Limited Development Area (LDA), or Resource Conservation Area (RCA). Projects within the Chesapeake Bay Critical Area are subject to certain regulations and land use requirements depending on the site's Critical Area designation. **FIGURE 5** and **FIGURE 6** below show Critical Area Maps obtained from Maryland Environmental Resources and Land Information Network (MERLIN). The Project is not located within the Chesapeake Bay Critical Area.

MERLIN Online

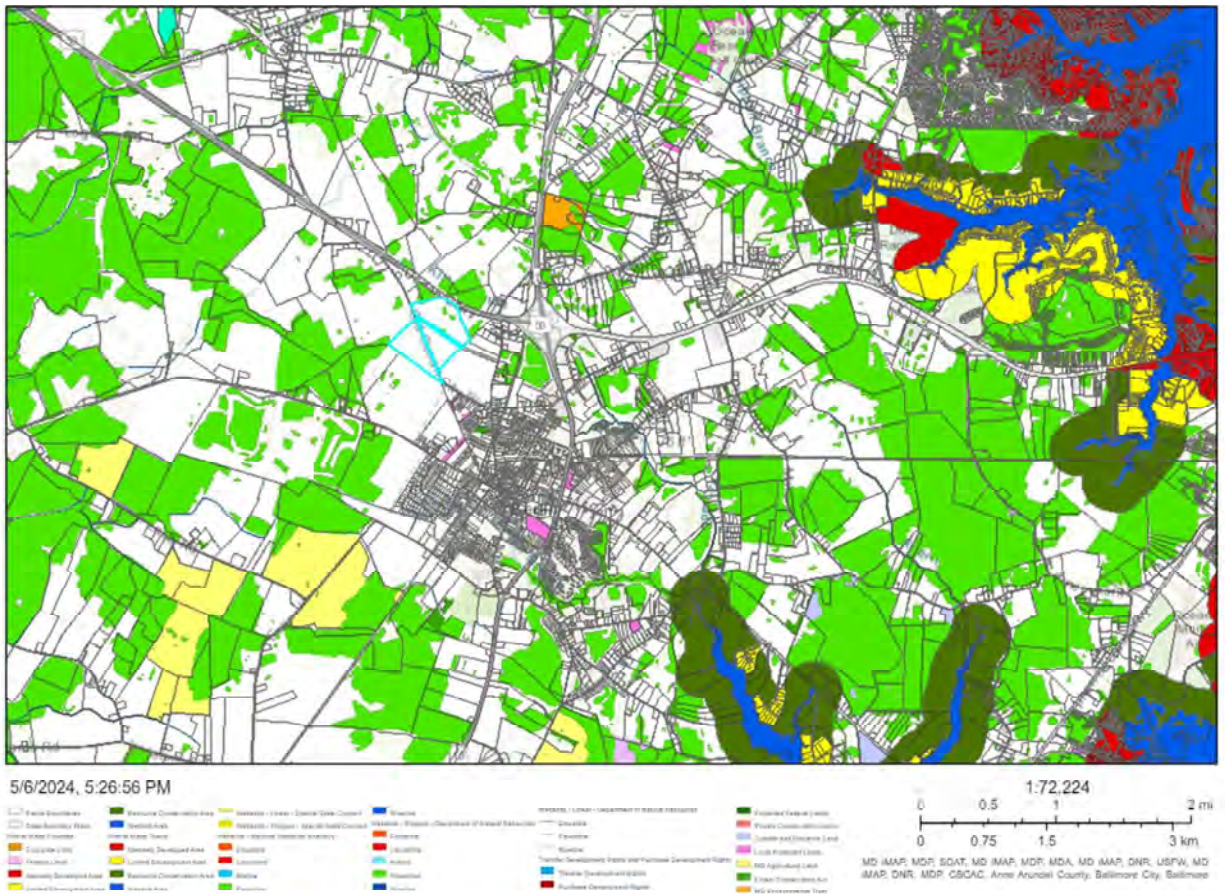


FIGURE 5: MERLIN CRITICAL AREA MAP

MERLIN Onine

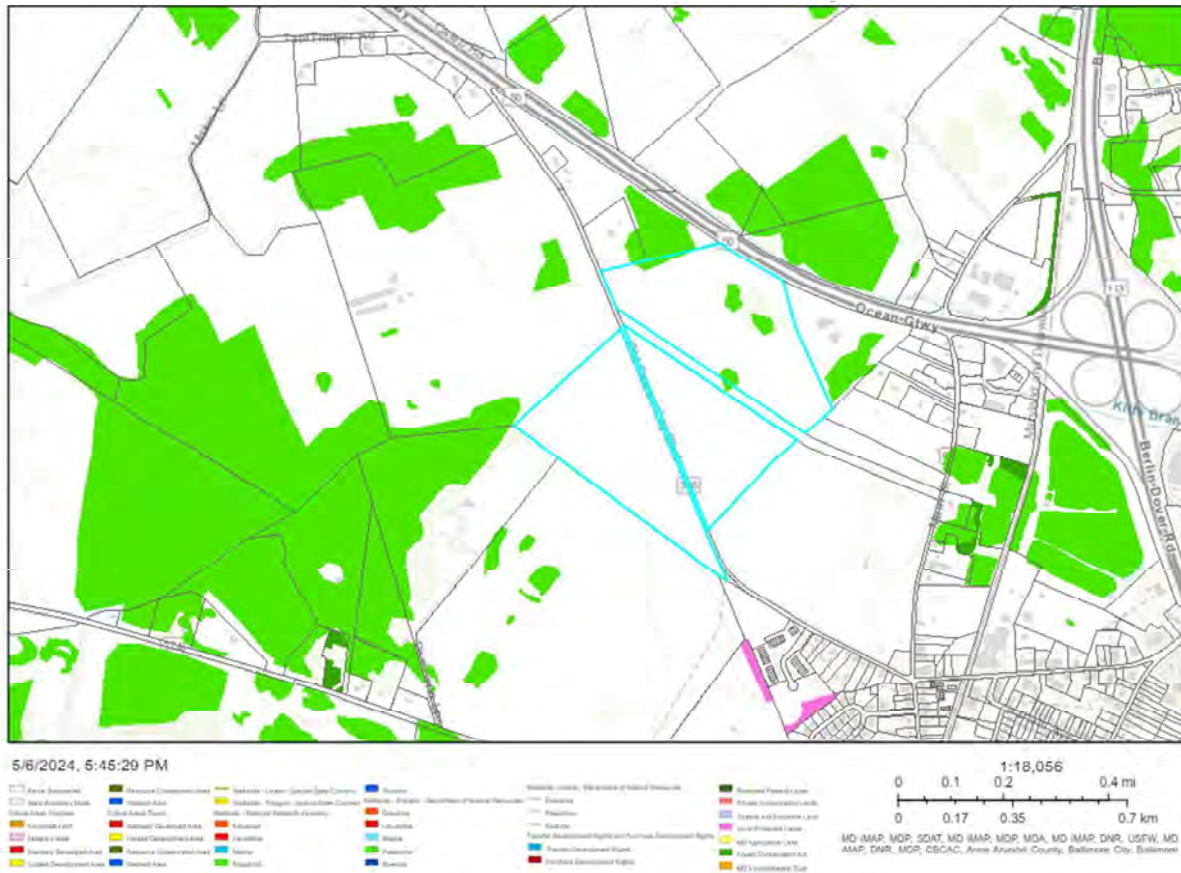


FIGURE 6: MERLIN CRITICAL AREA MAP AT PROJECT SITE

4.8 POTENTIAL NOISE IMPACTS
Impacts of Noise During Construction

The Project will adhere to Maryland’s Environmental Noise Standards set forth per COMAR 26.02.03. Noise generating activities that will occur during the construction of the solar energy generating facility include but are not limited to the movement of construction vehicles throughout the site, the use of equipment for transportation of dirt and ground disturbing activities, and installation of panel posts. The noise generated by the construction of this facility shall be maintained at an average of ninety decibel (90 dBA) during daytime hours per COMAR 26.03.03.03(B)(2)(a). The regulations set forth per COMAR 26.02.03.02 do not apply to pile driving equipment during the hours of 8 AM to 5 PM.

Impacts of Noise During Operation

The Project will adhere to Maryland’s Noise Standards set forth by COMAR 26.02.03 for Maximum Allowable Noise Levels (dBA) for Receiving Land Use Categories. The Maximum Allowable day (7AM – 10PM) and night (10PM – 7AM) noise levels for the operational solar energy generation facility are outlined in **Table 3** below.

TABLE 3: MAXIMUM ALLOWABLE NOISE (dBA)

Day/Night	Land Use Category		
	Industrial	Commercial	Residential
Day	75	67	65
Night	75	62	55

The noise produced by the Project during operation will adhere to the regulations set forth by COMAR 26.02.03. The operational noise is evaluated based on the equipment installed as part of the solar energy generating facility. The solar panels do not produce sound, but the transformers and inverters will produce a low hum during operation of the facility. The transformers and inverters will produce an average daily noise level of approximately sixty-five (65 dBA) during daytime hours, if standing immediately adjacent to the equipment. The transformers and inverters have been located a minimum of 200’ from the property line. Since sound dissipates with distance the resulting noise level, at the property line will be significantly lower than the regulated 65 dBA.

Mitigation of Noise Impacts During Operation

To mitigate the potential noise impact of the proposed transformers and inverters, the transformers and inverters that produce a low hum during operation will be proposed internal to the site and away from the adjoining residential properties. Additionally, the final orientation of the inverter/transformer pads will allow for the parts of the equipment that produce sound to be oriented away from adjoining property lines.

The Project will also propose a Landscape Buffer along all sides of the array area, providing a natural noise barrier for all adjoining properties.

Noise Receptor Locations

The Project is primarily surrounded by agricultural land. There are two residences located near the Project, with the closest one located approximately 811 linear feet from the nearest portion of the Project’s limits of disturbance. There is an existing substation on Old Ocean City Blvd approximately 731 linear feet to the north of the proposed project. Refer to the Concept Site Plan (Attachment 6.01) for dimensions to nearby noise receptors.

4.9 GEOTECHNICAL REPORT

The Applicant’s geotechnical consultant, Kleinfelder, performed geotechnical field work the week of August 19, 2024 to conduct soil borings and resistivity testing. The boring location and resistivity test location plan is included in **Attachment 6.11**. The final Geotechnical Report will be provided upon its completion which is expected within 3-4 weeks.

4.10 FLOODPLAIN AND SEA LEVEL RISE

According to the Federal Emergency Management Agency (FEMA), the Project is within *Zone X – Area of Minimal Flood Hazard*. Refer to **Attachment 6.08** for a FEMA National Flood Hazard Map.

Climate Central’s Coastal Risk Screening Tool is an interactive tool used to determine threats due to sea level rise and coastal flooding using coastal elevations and projected flood levels. The screening tool shades in red areas that are expected to be below the water level for a given year with an unobstructed path to the ocean, implying it may be a flooded area. According to the projection, the Site does not include any “land projected to be below annual flood level in 2050”

by Climate Central's Coastal Risk Screening Tool (see **FIGURE 7** and **FIGURE 8**). Therefore, sea level rise does not affect the Project and no mitigation measures are required.

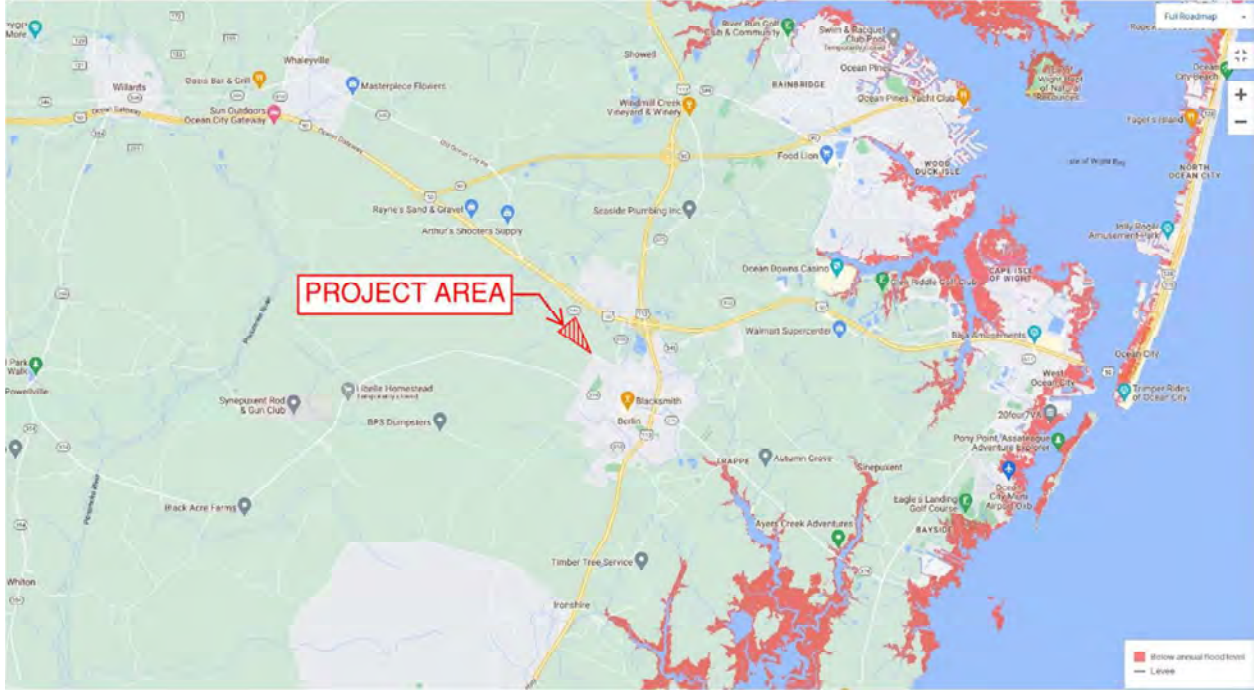


FIGURE 7: OVERALL CLIMATE CENTRAL SEA LEVEL RISE MAP

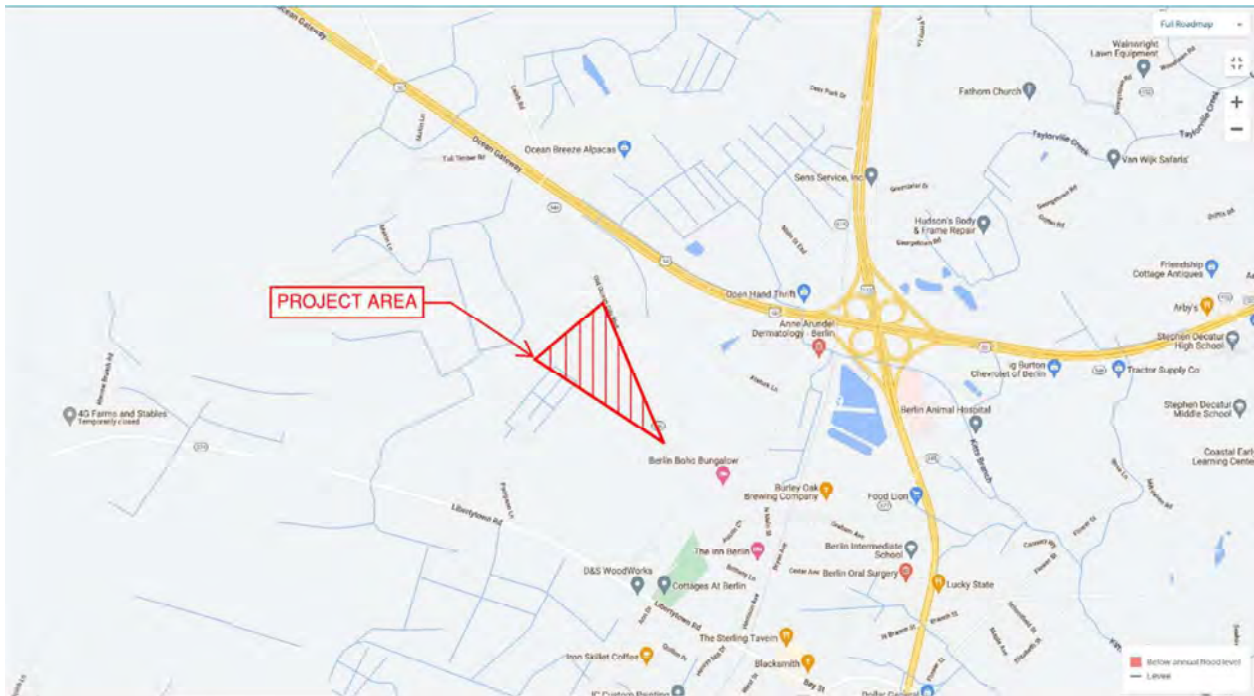


FIGURE 8: CLIMATE CENTRAL SEA LEVEL RISE MAP

4.11 EFFECTS OF CLIMATE CHANGE

The project will be designed based on anticipated levels of climate change. The PV modules are rated for operation from –40 F to 185 F, and the inverters are rated from –22 F to 140 F. These are the items most likely to be affected by extreme heat expected to happen with climate change. The remainder of the equipment is rated for ambient temperatures of 140 F degrees. The system is designed to operate between –10 F and 140 F degrees. The project will be designed based on 2018 International Building Code (IBC), including snow loads (25 psf) and wind loads (115 mph), or higher based on the system final design. We anticipate that increased temperatures will lead to efficiency loss in energy production, but also anticipate those hotter days may correspond with an increase in sunlight hours.

5.0 SOCIOECONOMIC INFORMATION

The proposed community solar Project will not have adverse impacts on the surrounding community and will actually provide several positive socioeconomic benefits for the surrounding community. The site is currently used for agricultural purposes. When the proposed development is constructed, the solar facility will provide power for community members who choose to subscribe – a benefit provided by Maryland’s community solar program. Subscribers who participate in Maryland’s community solar program, typically receive a 5-10% or more discount from the Delmarva retail residential rate. Under the permanent program rules, 40% of the electricity output will serve low to moderate income customers. As summarized below, several factors were considered to protect and reduce impacts to the surrounding areas.

5.1 HISTORIC AND ARCHEOLOGICAL FEATURES

The Maryland Historic Trust (MHT) Medusa Cultural Resource Information System indicates that there are no historical resources on the project site. Figure 9 shows a map of registered sites in the vicinity of the project site, obtained from the Maryland Historic Trust Medusa Cultural Resource Information System. **Table 4** below provides information about the registered sites within a one-mile radius of the project site. The registered historic sites include sites registered with the Maryland Inventory of Historic Properties, The National Register of Historic Places, and the Architectural Inventory.

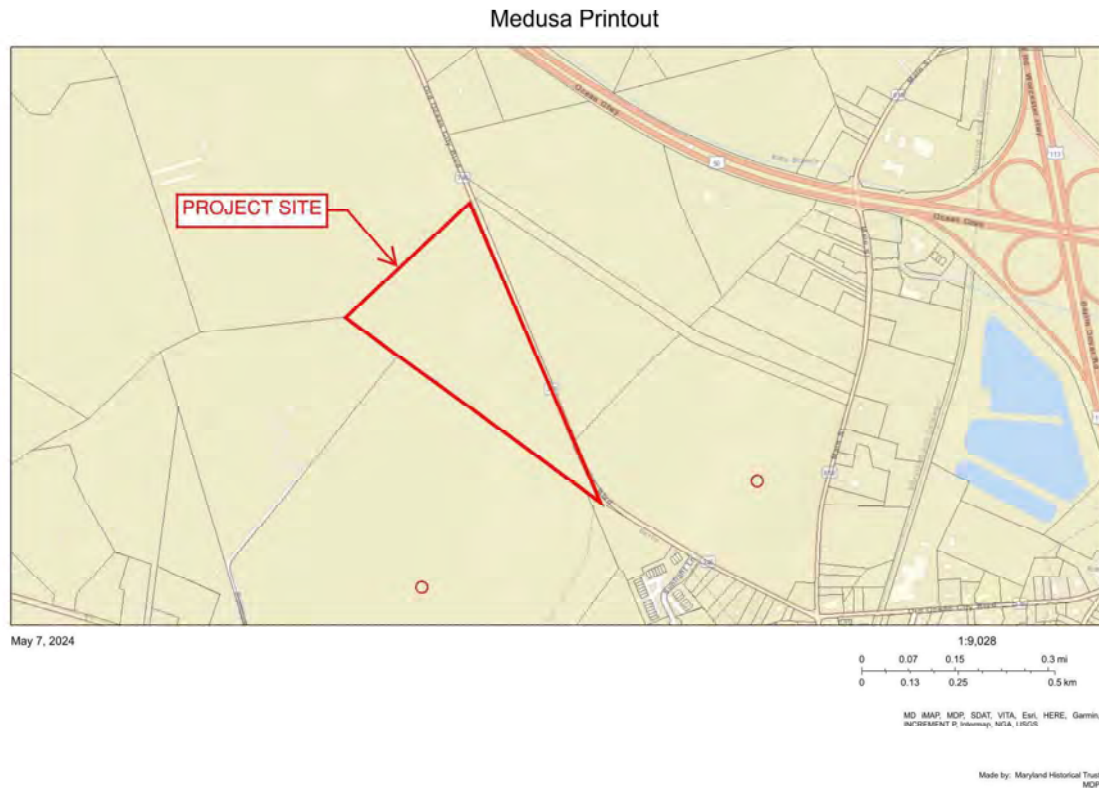


FIGURE 9: MHT MEDUSA INVENTORY MAP

TABLE 4: MHT INVENTORY OF HISTORIC PROPERTIES

MHT INVENTORY OF HISTORIC PROPERTIES			
SITE NAME	SITE NUMBER	SITE TYPE	NO ADVERSE EFFECT AS DETERMINED BY MHT
Caleb’s Discovery	WO-6	MARYLAND INVENTORY OF HISTORIC PROPERTIES	CONFIRMED
Engleside (Mount Pleasant)	WO-28	MARYLAND INVENTORY OF HISTORIC PROPERTIES	CONFIRMED
Slaughter Ridge Farm	WO-228	MARYLAND INVENTORY OF HISTORIC PROPERTIES	CONFIRMED
Eunice Yvonne Morris House	WO-499	MARYLAND INVENTORY OF HISTORIC PROPERTIES with DOE	CONFIRMED
Purnell House	WO-500	MARYLAND INVENTORY OF HISTORIC PROPERTIES with DOE	CONFIRMED
Phyllis Brewington & Thomas Mack Jones House	WO-501	MARYLAND INVENTORY OF HISTORIC PROPERTIES with DOE	CONFIRMED

The Applicant submitted a Project Review Request to the Maryland Historic Trust. The response is provided as **Attachment 6.09**, noting the Project will have no adverse effect on historic properties.

5.2 AGRICULTURAL FEATURES

The project site was evaluated to identify impacts the development may have on agricultural features, including prime farmland, conservation easements, and agricultural protection. No known conservation easements are present on site and the project site is not located within a Maryland’s Rural Legacy Area (RLA).

The Natural Resources Conservation Service Web Soil Survey was used to identify the presence of prime farmland on-site. The project is located on an approximately 30.4-acre portion of the property which is zoned R2, suburban residential. A portion of the soils present within the area of interest (AOI) are considered to be farmland of statewide importance and prime farmland, as summarized in Table 5 and Figure 10 below. The project would propose to remove approximately 30 acres out of agricultural production, all of which are classified as prime farmland or farmland of statewide importance per Web Soil Survey. Upon project decommissioning, the project area may be re-established as agricultural production. Table 5 and shown in **FIGURE 10** below. The project would propose to remove approximately 30 acres out of agricultural production, all of which are classified as prime farmland or farmland of statewide importance per Web Soil Survey. Upon project decommissioning, the project area may be re-established as agricultural production.

TABLE 5: FARMLAND CLASSIFICATIONS

Map Unit Symbol	Map Unit Name	Rating	Acres in AOI	Percent of AOI
FadA	Fallsington sandy loams, 0 to 2 percent slopes, Northern Tidewater Area	Farmland of Statewide Importance	9.0	18.9%
HbA	Hambrook sandy loam, 0 to 2 percent slopes	All areas are prime farmland	0.8	1.8%
HbB	Hambrook sandy loam, 2 to 5 percent slopes	All areas are prime farmland	2.7	5.7%
HmB	Hammonton loamy sand, 2 to 5 percent slopes	All areas are prime farmland	0.0	0.1%
MpB	Mattapex fine sandy loam, 2 to 5 percent slopes	All areas are prime farmland	3.6	7.6%
MtdA	Mattapex silt loam, 0 to 2 percent slopes, Northern Tidewater Area	All areas are prime farmland	1.0	2.1%
NnA	Nassawango fine sandy loam, 0 to 2 percent slopes	All areas are prime farmland	0.7	1.4%
OtA	Othello silt loams, 0 to 2 percent slopes, Northern Tidewater Area	Farmland of Statewide Importance	17.0	35.9%
SadA	Sassafras sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	All areas are prime farmland	4.3	9.1%
SadB	Sassafras sandy loam, 2 to 5 percent slopes, Northern Tidewater Area	All areas are prime farmland	5.0	10.6%
SadC	Sassafras sandy loam, 5 to 10 percent slopes, Northern Tidewater Area	Farmland of Statewide Importance	3.0	6.3%
WddA	Woodstown sandy loam, 0 to 2 percent slopes, Northern Tidewater Area	All areas are prime farmland	0.2	0.5%
Totals for Area of Interest			366.3	100%



measures will include silt fence on pavement and super silt fence to filter runoff and retain any sediment on site. Stabilized construction entrances and wash racks will be provided to limit the amount of sediment tracked onto the roadway.

A Stormwater Management Pollution Prevention Plan will be prepared for the project to meet Maryland Department of the Environment (MDE) requirements. The contractor will outline dust control methods within the Stormwater Management Pollution Plan. Dust control will follow the requirements of the MDE *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control*.

Road Damage Avoidance and Mitigation During Construction

Prior to the start of construction, the contractor will photograph the right-of-way along the frontage of the project site to document existing conditions on Old Ocean City Blvd. During construction, the contractor will use caution when making connections to the right-of-way. Any curb, sidewalk, or paving disturbed during construction of the site will be replaced in kind. Any required pavement repairs will be completed in compliance with Worcester County or Maryland State Highway Administration standards and specifications.

Radiofrequency and Thermal Impacts

The project will not have radiofrequency or thermal impacts to communication systems or military operations.

5.4 DISCUSSION OF PROPOSED VISUAL BUFFERS

The project will include planting a landscape buffer along east side of the Property, as shown on the Concept Site Plan. The landscape buffer will be provided without landscape berms and will meet Worcester County Land Use Ordinance requirements for Utility-Scale Solar Energy Systems, as summarized below.

- Wherever possible existing forested areas and natural areas should be preserved as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.
- Natural and landscaped areas on the site shall be coordinated and linked with natural and landscaped areas on adjacent properties.
- Non-native plant material shall not be more than 25% of all plantings
- Landscape areas shall include all areas on the site that are not covered by buildings, structures, paving or impervious surfaces.
- Landscaping shall be arranged so as not to negatively impact the sight distance at any public road intersection or access point to a public road from the site. Plantings shall not exceed forty-two inches at maturity above the established street grade where planted within thirty feet of the intersection of the road right-of-way lines or pavement, whichever is greater.
- Each landscaped area must be readily accessible to a water supply. Unless xeriscaping plant material and technologies are employed, all landscaped areas shall provide an automatic irrigation systems with rain sensors. Drip irrigation systems are preferred. If an automatic system is not feasible, the Planning Commission at its discretion may approve an alternate watering system to maintain the plant material.
- All plantings shall be maintained in a healthy and suitably pruned state. Any landscape element that dies or is otherwise removed shall be replaced during the next planting

season with the same variety of plant or, upon the Department's approval, one of similar height and texture as that originally planted.

- Flowering ground cover for pollinators.

5.5 VEGETATIVE STABILIZATION

Topographic contours are shown at 1-ft intervals on the Concept Site Plan, included as **Attachment 6.01**. Existing slopes within the project area are generally less than 10%. Site preparation may include minor grading upon final design.

Stabilization during construction will be provided based on the approved Soil Erosion and Sediment Control Plans, which will be prepared following the CPCN process, and MDE Standards and Specifications section B-4.

Refer to the Preliminary Vegetation Management Plan included as **Attachment 6.14** for discussion related to pollinator seed mixes, temporary and permanent seed mixes, mowing, watering, maintenance, and weed control.

5.6 EMPLOYMENT AND ECONOMIC IMPACT

During the construction phase, which is estimated to have a duration of 6-9 months, the Project will employ approximately 50 people across various trades. During the operation phase of the Project, two people will be employed for part-time operations, maintenance, and monitoring. The Applicant will strive to employ local labor and professional services to support the development and construction phases to the extent practicable.

The Project provides County and State revenues and benefits to local residents without any added demand upon the County public water, sewer, and school systems. The project is estimated to provide \$120,000 of tax revenue in Year 1. During the life of the project, the project tax revenue is estimated to be \$3.5 million. The project will also impact the local residential subscribers by providing 5-10% savings on their electric bills when compared to Delmarva Power rates.

The Applicant also has a history of contributing to local non-profits for each project they develop and intends to do the same for the Project. More information regarding initiatives the Applicant has supported in Garrett, Prince George's, Montgomery, Howard and Baltimore Counties can be found at the Community Investment page at their website (turningpoint-energy.com).

5.7 GLINT AND GLARE ANALYSIS AND MEMO

A Glare Study Analysis was prepared by the Applicant, dated May 9, 2024. The analysis indicates that there are no potential glare effects resulting from the development. Results of the analysis are provided in **Attachment 6.03**. The Federal Aviation Administration (FAA) Notice Criteria Tool was completed for the project. The Project does not exceed notice criteria and no further notification is required. The Project also has a "no further action" letter provided by the Maryland Aviation Administration (MAA). Results of the FAA Notice Criteria Tool and the MAA "no further action" letter are included in **Attachment 6.10**.

6.0 ATTACHMENTS

- 6.01 CONCEPT SITE PLAN**
- 6.02 WORCESTER COUNTY ZONING MAP**
- 6.03 GLINT AND GLARE ANALYSIS AND MEMO**
- 6.04 FOREST STAND AND WETLAND DELINEATION**
- 6.05 IPAC THREATENED AND ENDANGERED SPECIES RESULTS**
- 6.06 DNR REVIEW REQUEST RESPONSE**
- 6.07 PHASE I ESA**
- 6.08 FEMA NATIONAL FLOOD HAZARD MAP**
- 6.09 MHT REVIEW REQUEST RESPONSE**
- 6.10 FAA AND MAA NOTICE CRITERIA TOOL**
- 6.11 GEOTECHNICAL REPORT (PENDING)**
- 6.12 INTERCONNECTION DOCUMENTS**
- 6.13 WETLAND REPORT**
- 6.14 PRELIMINARY VEGETATION MANAGEMENT PLAN**
- 6.15 PRELIMINARY MODULE DATA SHEET**
- 6.16 GROUNDWATER DETERMINATION**
- 6.17 WORCESTER COUNTY GROWTH AREA MAP**
- 6.18 DECOMMISSIONING PLAN**

Solar Facility Decommissioning Plan

TurningPoint Energy has prepared the following plan to fulfill requirements of the Worcester County Land Use Ordinance, as updated November 2019, Section 11, ZS 1-344. Alternative energy facilities and assumes that the proposed solar facility will be constructed in accordance with all permits and approvals.

1.0 Facility Description

TPE MD WO73, LLC Solar Photovoltaic Facility is a 7.51 MW DC solar farm proposed at Old Ocean City Boulevard, Berlin, MD just south of [the Town of Berlin town limits] (the "Facility"). The Facility is to be constructed on approximately 28 acres located primarily on farmland. The purpose of the Facility is the generation of electricity. The facility will be interconnected to an existing circuit on Old Ocean City Blvd. via a ~300' line extension.

The Facility will be a ground-mounted solar array. The solar panels will be mounted on steel and aluminum structures consisting of posts, beams, rails and bracing. Vertical steel posts will be driven into the ground to a depth of approximately eight feet to anchor the structures. The solar panels will be connected to the inverters mounted on the racking structure via copper and aluminum wire. The inverters will connect to electric panels, transformers, and then switchgear at the array location via underground wire. Output from the Facility will be connected overhead to the existing utility distribution lines.

The estimated useful Facility lifetime is 40 years or more. The following list is a summary of the site features:

- 4.99 MW(AC) Solar array consisting of silicon solar panels
- Driven post steel and aluminum racking system
- Agricultural type security fence surrounding the array perimeter
- 40 string inverters
- 1 transformer
- 1 slab on grade concrete pad for electrical equipment
- Copper and aluminum wire
- Underground conduit at the array location
- Overhead poles and wires from the array location to utility poles.
- Gravel access roads
- Miscellaneous electrical equipment

2.0 Decommissioning Plan

The Facility consists of numerous materials that can be resold or recycled for significant scrap value, including steel, aluminum, glass, copper, and plastics. (Often, current market salvage values of a Facility exceed estimated decommissioning and site restoration expenses.) The Facility has an anticipated operational life of 40 years or longer if properly maintained. At the end of the operational life of the Facility, the Facility will be safely dismantled using conventional construction equipment, rather than being demolished or otherwise disposed of.

2.1 Temporary Erosion Control

Temporary erosion and sedimentation control best management practices will be used during the decommissioning phase of the Facility. Control features will be regularly inspected during the decommissioning phase and removed at the end of the process. All decommissioning activities will conform with local and state regulations.

2.2 Material Removal Process

The decommission process will consist of the following general steps:

- 2.2.1 Facility shall be disconnected safely from the power grid and all equipment shall be switched to off position.
- 2.2.2 PV modules shall be disconnected, packaged and returned to manufacturer or appropriate facility for recycling, or resold for other project use.
- 2.2.3 Above and underground cabling shall be removed and sent to an appropriate recycling facility.
- 2.2.4 Inverters will be disconnected from racking and shipped intact to an approved electrical equipment recycler or appropriately disposed of.
- 2.2.5 Racking materials shall be dismantled, removed, and recycled off-site at an approved recycler or appropriately disposed of.
- 2.2.6 Fencing will be dismantled, removed, and recycled off-site and an approved recycler or appropriately disposed of.
- 2.2.7 Grade slabs will be broken and removed and appropriately disposed of in compliance with local and state regulations.
- 2.2.8 All remaining electrical and support equipment will be dismantled, decontaminated (if appropriate) and recycled or disposed of.

2.3 PV Module Removal

Solar photovoltaic modules used in the Facility are manufactured within regulatory requirements for toxicity based on Toxicity Characteristic Leaching Procedure (TCLP). The solar panels are not considered hazardous waste. The panels used in the Facility will contain silicon, glass, and aluminum, which have value for recycling. Solar panels have a warranty of 20 – 25 years and useful life of 40 – 50 years or longer. The most realistic outcome for solar modules is re-use in other generation projects. Modules will be sold for re use or dismantled and packaged per manufacturer or approved recyclers specifications and shipped to an approved off-site approved recycler.

2.4 Electric Wire Removal

Electric wire made from copper or aluminum has value for recycling. DC wiring can be removed manually from the panels to the inverter. Underground wire in the array of the array will be pulled

and removed from the ground. Overhead cabling for the interconnection will be removed from poles. All wire will be sent to an approved recycling facility.

2.5 Electrical Equipment Removal

Inverters, panels, transformers, switchgear and other electrical equipment will be dismantled, packaged, and removed from the site per manufactures specifications for removal, decontamination, disposal or recycling. Any dielectric fluids present in transformer, or other electric equipment will be removed, packaged and set to an approved waste facility.

2.6 Racking and Fencing removal

All Racking and fencing material will be broken down into manageable units and removed from facility and sent to an approved recycler. All racking posts driven into the ground will be pulled and removed.

2.7 Concrete Slab Removal

Concrete slabs used as equipment pads will be broken and removed and appropriately disposed of in compliance with local and state regulations. Clean concrete will be crushed and disposed of off-site and or recycled and reused either on or off-site.

2.8 Final Site Walkthrough

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the Facility being removed.

2.9 Site Stabilization

The areas of the Facility that are disturbed (during decommissioning) will be stabilized in compliance with local and state codes. The gravel access road will remain intact and shall not be removed.

3.0 Decommissioning Terms

The Facility shall be decommissioned within 12 months of the end of the Facility's operational life, but outside of the winter season.

At completion of the decommissioning phase as described in this document, and expiration of site lease, the land will be returned to the owner in substantially the existing condition as of the date hereof.

DECOMMISSIONING COST ANALYSIS
 WO73 SOLAR

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	Description of Item	Quantity	Unit		Unit Cost		Total Cost (2024)
	I. DISASSEMBLY & DISPOSAL						
1.0	PV Modules	13,780	EA.	\$	3.125	\$	43,062.50
2.0	Inverter(s)	40	EA.	\$	62.500	\$	2,500.00
3.0	Transformer(s)	2	EA.	\$	625.000	\$	1,250.00
4.0	Racking Frame (Tracker)	177	EA.	\$	62.500	\$	11,041.67
5.0	Racking Posts	2,297	EA.	\$	24.260	\$	55,717.13
6.0	LV Wiring	53,000	LF	\$	0.833	\$	44,166.67
7.0	MV Wiring	300	LF	\$	1.250	\$	375.00
8.0	Ag Fence	5,531	LF	\$	1.250	\$	6,913.75
9.0	Concrete	20	CY	\$	72.780	\$	1,455.60
10.0	Gravel (Access Road)	300	LF	\$	26.956	\$	8,086.67
11.0	Landscape Removal	4,667	LF	\$	3.639	\$	16,983.21
12.0	Removal of utility poles	6	EA.	\$	2,050.000	\$	12,300.00
					Subtotal	\$	203,852.20
	II. Site Restoration						
13.0	Re-Seeding (includes seed)	35	AC	\$	2,500.00	\$	87,500.00
14.0	Re-Grading	0	CY	\$	12.00	\$	0.00
					Subtotal	\$	87,500.00
					DECOMMISSIONING COST	\$	291,352.20

Maryland Public Service Commission Certificate of Public Convenience and Necessity (CPCN)

Public Utilities Article
Sections 7-207 and 7-208

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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.

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**MARYLAND**

Public Service Commission

EXEMPT FROM CONSTRUCTION APPROVAL AND CPCN REQUIREMENT

- Generation capacity less than or equal to 2 MW
- Onsite emergency backup generation associated with critical infrastructure

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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)

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CPCN Procedure: Application

- **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 X (formerly Twitter) accounts**

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**MARYLAND**

Public Service Commission

CPCN Procedure: Initiation of Proceeding (Case)

- Commission initiates a proceeding to consider the application
 - The Commission may conduct the proceedings en banc or by a panel (three Commissioners, or two Commissioners and a Public Utility Law Judge)
- The Commission may delegate to a Public Utility Law Judge to conduct the proceedings
- The Power Plant Research Program (PPRP) has 45 days from the date the application is docketed as a case to determine whether an application is complete procedural schedule cannot be established until the application is complete
- 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, as well as on the applicant's website and at least two social media platforms
- The notice is published on the Commission's website on date of issuance.

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**MARYLAND**

Public Service Commission

CPCN Procedure: 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

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CPCN Procedure: Pre-hearing conference

- 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

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CPCN Procedure: Public Comment Hearing

- Public comment hearings are required and may be held in the area where the project will be constructed, or may be held virtually, or a combination of both. Written comments also may be filed with the Commission, by mail or electronically through the Commission’s website.
- 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.
- The hearing may be livestreamed; a recording of the hearing will be uploaded to the Commission’s [YouTube](#) channel (Maryland PSC) or the PULJ Division’s [YouTube](#) channel (MD PSC PULJs).

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CPCN Procedure: Public Comment Hearing

- **Notifications of Public Comment Hearings**

- 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 on its website, as well as 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 X (formerly 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 (<https://www.psc.state.md.us/make-a-public-comment/>)
- 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 (if it is in-person), 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

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CPCN Procedure: Public Comment Hearing

- **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 the 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
- Typically, the applicant will be given time to briefly describe the project prior to public comments being taken. At the second public hearing, all parties provide recommendations on the project.
- 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 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

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CPCN Procedure: Evidentiary Hearing

- Typically held at the Commission's Baltimore offices (6 St. Paul Street)
- The hearing will be live-streamed on the Commission's [YouTube](#) channel (Maryland PSC) or the PULJ Division's [YouTube](#) channel (MD PSC PULJs).
- 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

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CPCN Procedure: Post-hearing Process and Decision

- After the evidentiary hearing, a briefing schedule may be established.
- If case is 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 for Baltimore City or the Circuit Court for any county in which the public service company that was a party in the proceeding provides service

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**MARYLAND**

Public Service Commission

Useful Links

- PSC: CPCN Information
 - <https://www.psc.state.md.us/electricity/cpcn-information/>
- PSC: Current CPCN Applications
 - <https://webpsc.psc.state.md.us/DMS/cpcnapplication>
- PSC: Make a Public Comment
 - <https://www.psc.state.md.us/make-a-public-comment/>
- PPRP: CPCN
 - <https://dnr.maryland.gov/pprp/Pages/CPCN.aspx>

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www.psc.state.md.us



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TIMOTHY MULLIGAN
WARDEN

**Worcester County
Jail**

PO BOX 189
SNOW HILL, MARYLAND
21863

TEL: 410-632-1300
FAX: 410-632-3002

SHYTINA M. DRUMMOND
ASSISTANT WARDEN

MEMORANDUM

TO: Worcester County Commissioners

FROM: Timothy Mulligan

DATE: September 16, 2024

RE: Wellpath

I am submitting a request to renew a contract with Wellpath. Wellpath is the provider of healthcare services for those incarcerated at the Worcester County Jail. This contract will last for a term of one year from July 1, 2024, to June 30, 2025. There will be a new addition to this contract with five additional hours per week from the psychiatrist. The total proposed budget for the contract is \$1,822,336, including \$1,548,071 for proposed budget pass through costs and \$274,265 for the management fee.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mulligan", with a long horizontal flourish extending to the right.

Timothy Mulligan, Warden

**TWELFTH AMENDMENT TO THE
CONTRACT FOR MEDICAL SERVICES FOR INMATES
(Effective July 1, 2024)**

This Twelfth Amendment, effective July 1, 2024 (this "Amendment"), to the Contract for Medical Services for Inmates, dated July 1, 2011, as amended (the "Contract") is by and between WPMed, LLC ("WPMed") and the County Commissioners of Worcester County, Maryland ("County").

WHEREAS, the current Contract expires June 30, 2024, the Parties mutually agree to pursuant to Section 3 of the Contract, to renew this Contract for a period of one (1) year, beginning July 1, 2024, at 12:00am until June 30, 2025, at 11:59pm; and

WHEREAS, the Parties agree effective July 1, 2024, there will be a 5% CPI increase to the Annual Management Fee the County will pay WPMed, bringing the Management Fee to \$262,500.00 annually, to be paid in twelve (12) equal monthly installments of \$21,875.00, prorated for any partial months of service; and

WHEREAS, the Parties agree effective July 1, 2024, to add an additional 0.125 FTE of Psychiatrist coverage at a cost increase of \$78,430.00 per year, \$66,665.00 of which will be added to the Salaries budget category and \$11,765.00 to be applied to the management fee; and

WHEREAS, the Parties agree effective July 1, 2024, the total proposed budget will be \$1,822,336.00, including \$1,548,071.00 for proposed budgeted pass through cost and \$274,265.00 for the management fee; and

WHEREAS, the Parties desire to amend the Contract in accordance with Section 27 to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **RECITALS.** The Parties hereto incorporate the forgoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 2. CONTRACT AMOUNT.** The Contract shall be amended by deleting Section 2 in its entirety and inserting the following language in lieu thereof:

SECTION 2. CONTRACT AMOUNT.

This is a Cost-Plus Management Fee Agreement in which all operational costs of WPMed including, but not limited to, those costs specifically identified in this Agreement, are passed through to the County. Exhibit 4 Budget Cost Worksheet contains anticipated costs to the County for medical care at the Facility during this one (1) year Contract Renewal, July 1, 2024, through June 30, 2025. The annual

costs include: 1) the Management Fee, a fixed amount of \$274,265.00, to be prorated for partial months, which is paid to WPMed for administering the Client’s medical care program at the Facility; and 2) the budgeted Pass-Through Costs for Year 1, such as Personnel Costs, On-site Variable Costs, Off-site Expenses and Administrative Expenses, which are estimated to be \$1,548,071.00. Effective July 1, 2024, through June 30, 2025, the County agrees to pay WPMed \$151,861.33 prorated for any partial months and subject to any reconciliations to match the County’s actual costs. If the County's costs exceed the monthly estimate, WPMed will be due a credit. If the County's costs are lower, WPMed will reimburse the County for the difference. Each monthly payment is to be made on or before the first day of the month of service.

- 3. **AMENDMENT TO EXHIBIT 3 OF THE CONTRACT.** The Parties agree that the Staffing Matrices, effective July 1, 2024, attached hereto as Exhibit 3, shall replace the previous Staffing Matrix attached to the Contract as Exhibit 3.
- 4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
- 5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Contract.
- 6. **REMAINING PROVISIONS.** The remaining provisions of the Contract not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

**County Commissioners of
Worcester County, MD**

WPMed, LLC

By: _____

DocuSigned by:
By: Cindy Watson
8BA0FD966BB14B4

Name: _____

Name: Cindy Watson

Title: President

Title: Chief Operating Officer

EXHIBIT 3

STAFFING MATRIX
Effective 7/1/2024-6/30/25

Worcester County Jail, MD										
Day Shift										
Position	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Float	HRs/Wk	FTEs
Health Services Administrator (RN)	8	8	8	8	8				40	1.000
Administrative Assistant	8	8	8	8	4				36	0.900
Medical Director					2				2	0.050
Mid Level Provider	3	4		4					11	0.275
Director of Nursing	0	0	0	0	0				0	0.000
Charge RN	8	8	8	8	8				40	1.000
RN								24	24	0.600
LPN	8	8	8	8	8	8	8		56	1.400
CNA-CMT	8	8	8	8	8	8	8		56	1.400
Mental Health Coordinator	8	8	8	8	8				40	1.000
Psychiatrist		5		5					10	0.250
Total Hours/FTE per Day									315	7.875
Evening Shift										
Position	Mon	Tues	Wed	Thurs	Fri	Sat	Sun		HRs/Wk	FTEs
LPN	8	8	8	8	8	8	8		56	1.400
CNA-CMT	8	8	8	8	8	8	8		56	1.400
Total Hours/FTE per Day									112	2.800
Night Shift										
Position	Mon	Tues	Wed	Thurs	Fri	Sat	Sun		HRs/Wk	FTEs
LPN	8	8	8	8	8	8	8		56	1.400
CNA-CMT	8	8	8	8	8	8	8		56	1.400
Total Hours/FTE per Day									112	2.800
Weekly Total										
Total Hours/FTE - Per Week									539	13.475

EXHIBIT 4

BUDGET COST WORKSHEET
Effective 7/1/2024-6/30/25

Budget Category	Proposed Budget Amount
Salaries	\$1,292,254
Benefits	\$129,734
Contract Labor	\$69,925
Insurance	\$10,134
Other On-Site	\$32,858
Other Expenses	\$13,166
Year Two (2024-2025) Proposed Budgeted Costs	\$1,548,071
Management Fee	\$274,265
Total Proposed Year Two (2024-2025) Budget	\$1,822,336

Worcester County Sheriff's Office ITEM 16

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

September 24, 2024

TO: Worcester County Commissioners

FR: Sheriff Matthew Crisafulli

RE: Request for approval of over-expenditure in overtime budget for FY24

Dear Commissioners,

I come before you today to request approval of the Sheriff's Office FY24 overtime over-expenditure in the amount of \$214,140.11.

Law enforcement duties and responsibilities are most often unpredictable and needs change from one minute to the next. While we can plan for routine happenings and events, we cannot always anticipate the unforeseen incidents, staffing shortages, training commitments, and other items that lead to the need for overtime services, often more than budgeted costs.

School safety continues to be our highest use of specific overtime cost. Approximately \$50,000 of the FY24 over-expenditure is contributed to school safety and is outside of the nearly \$157,000 in overtime cost reimbursed by a Maryland School Safety grant. FY24 grant funds were expended by early 2024, leaving 3+ months of school safety overtime to be covered by County funds.

Range officer overtime over-expended budgeted funds by approximate \$3,400 due to additional firearms training requirements. Our range officers attend training, and in turn, train our sworn personnel. This allows for a greater amount of in-house training and expertise and ultimately reduces the costs of sending personnel away for required firearms training.

The remainder of our over-expenditure costs are attributed to the following:

- CET initiated and conducted a wiretap case involving 12 sworn employees with a total of 544 overtime hours and approximately \$30,000 in overtime costs.
- Ocean's Calling was a new event for our STAR Team, requiring 4 Team members on 12 hour shifts for 3 days, resulting in approximately \$7,500 in overtime costs.
- Administrative overtime was expended over budget by approximately \$71,000. This includes overtime of civilian personnel and Command Staff to address employee issues and concerns, citizen requests and concerns, trainings, investigative work, report writing and additional workloads that are either scheduled outside normal work hours or are otherwise unable to be completed during normal work hours.

- The remaining amount of overtime expenditure is attributed to necessary overtime for the following:
 - Manpower needs
 - Additional deputy support on specific incidents
 - Assisting CET or CBI
 - Late calls or arrests
 - Investigations
 - Accommodating witness schedules
 - Court
 - Report writing
 - Additional workloads
 - Trainings
 - Vehicle maintenance
 - Special events that require additional manpower and don't slot into another overtime category, such as parades, fairs, concerts, etc.

My office thanks you for your consideration and continued support. We are happy to provide more information if needed.

Thank you,



Matthew Crisafulli
Sheriff

“Proud to Protect, Ready to Serve”

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

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: September 13, 2024
SUBJECT: Recycling Over Expenditure

Public Works is requesting Commissioner approval for an unforeseen over expenditure at the Recycling Division. In the FY24 budget, the Vehicle Operating Expenses account was set at \$84,700 (account 100.1206.6540). Recycling ended up with an overage of \$21,337 due to two factors. An increase in gas prices caused a \$15,000 overage and Vehicle Maintenance was over \$6,000 due to necessary but unplanned vehicle repairs to the Recycling Truck.

The Recycling FY25 budget has increased in this account to hopefully avoid any future overages.

Please let me know if there are any questions.

CC: Kim Reynolds
 Quinn Dittrich
 Chris Clasing
 David Candy



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: October 1, 2024
RE: Request to Purchase – Bail Hoist Roll Off Truck

Public Works is requesting Commissioner approval to purchase a bail hoist roll off truck from Mid-Atlantic Waste Systems through a cooperative contract with Sourcewell. The total purchase price is \$323,885.60, which includes a cost savings of \$7,940.

Funding has been approved in the FY25 Solid Waste Division budget under account 680.7002.9010.070 Capital Equipment Heavy Equipment in the amount of \$370,000.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell 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.



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916
Visit us on the web! www.mawaste.com



ITEM 18 PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

David Candy

Worcester County Central Landfill Facility
7091 Central Site Ln
Newark, MD 21841-2239
USA

SHIP TO

David Candy

Worcester County Central Landfill Facility
7091 Central Site Ln
Newark, MD 21841-2239
USA

Quote #: RSSQ41292

Account:

Terms:

Date: 08/12/24

(410) 632-3177

(410) 632-3177

Sales Rep Colin Kraus

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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*PRICING IS IN ACCORDANCE WITH WASTEQUIP SOURCEWELL
CONTRACT #040621-WQI*

Worcester County Public Works Member ID# 82887

1.00	AH-BH-60 60,000 lb Bail Hook Hoist 4"x8"x1/2" sub-frame with 6-1/4" bore x 3" rod x 66-1/2" stroke Lift Cylinder, 47 Gallon Oil Tank, and 35 GPM hydraulic pump Front Container Locks Filters Dual Elements Ops & Maintenance Manual Back Up Alarm 2 Year Hydraulic Warranty Container Retainer Spring Hydraulic System Mud Flaps Auto Folding ICC Bumper Three (3) Spool Control Valve Ships out in Black Primer Hoist Maintenance Props Direct Mount Pump Stationary Rear Hold Down T1 Wear Strips on Tilt Frame 9" x 1/2" C-Channel Tilt Frame Plug n' Play Sealed Wiring Harness 3" X 1.5" X 1/4" Sub Frame (2) 6" Single Stage Lift Cylinders - Rev. Mount Lift Cylinder Drop Shaft (If Needed) Inside Air Controls Mounted in Power Tower (1) 7" Single Stage Bail Hook Cylinder Back Up & Hoist Up Alarm w/ Signal Light in Dash (1) 5" Rear Stabilizer Cylinder w/ 10 3/4" Ground Roller DOT approved LED Lighting - Stop, Turn, Reverse & Side Marker Lights	\$150,867.60	\$150,867.60
1.00	900INT - Pioneer RP4500SARG tarper with hydraulic gantry, Integrated Galbreath spool valves		
1.00	INTINST - Factory installation of tarper with TPOF 1/2" steel tarper platform, steel valve cover, and Integrated installation		
1.00	LOAD SENSE Snow Plow Pump set-up -- Parker Chelsea 897 constant mesh PTO, Parker VP1 load sense pump, and Load Sense 8 Spool (5 Air / 3 Manual) hydraulic valve		
1.00	PTOINST - Factory installation of Snow Plow Pump and PTO		

ITEM 18

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1.00	AH1 - Steel Tandem Axle Flat Top 3/16" (7 gauge) Tread Plate Fenders		
1.00	2INFND - Factory installation of tandem axle fenders		
1.00	37L - 13,000 lb. Non-Steer 2-Tire Hendrickson - A5997 INNON - Factory Install Non-Steer Lift Axle		
1.00	36M2-2 - (2) Tires with Steel Rims 11R-22.5-H - 16 Ply - 10 Hole Hub Piloted		
1.00	G022 - 18"x18"x36" Steel Tool Box with Gasketed Door opens from front		
1.00	TINST - Factory installation of Tool Box		
1.00	HO8050 - Factory-installation of bail hook. Mounting includes three inside controls, fenders, dual-viscosity hydraulic oil, huck bolts, and two-stage epoxy paint		
1.00	Galbreath Bail Hook Steel Surcharge		
1.00	2025/26 Mack 64BR Granite Chassis; MP8-505C MACK 505HP @ 1850lb/Ft Torque Allison 4500 Transmission 20K Front Axle Capacity 46K Rear Axle Capacity	\$168,806.00	\$168,806.00
	NOTE Mack Granite Allocation for 2025 is NOT Guaranteed		
	PRICING SUBJECT TO CHANGE		

DEALER INSTALLED EQUIPMENT

1.00	MAWS LED Work Lights Mounted on Tarp Gantry - Dual		
1.00	Lift Axle Certification - Easton		
1.00	Estimated Model Year & Surcharge Increase at Time of Delivery	\$4,212.00	\$4,212.00

Price does not include any local, state, or federal excise tax.

All built per manufacturer's standard specifications.

Price is based on the delivery of a clean and clear, ready to mount chassis, meeting Galbreath's minimum chassis requirements, delivered to a Mid-Atlantic Waste Systems truck mount facility. Any alterations of battery box, air tanks, etc., will be an additional charge to the customer. Customer will pick up unit upon completion.

*NOTE** Due to the volatility of the fuel and steel markets, prices are subject to change without notice.*

Painted black.

Prices for budgetary figures only.

*Approximate Delivery: Chassis Due in Febuary 2023, 3-4 Weeks ARO
Chassis **ESTIMATE***

Terms: Net 15 days with Approved Credit

ITEM 18

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
-----	-------------	------------	-----------

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

Subtotal	\$323,885.60
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
TOTAL*	\$323,885.60

For orders under \$5,000 you may pay by credit card. Please visit www.mawaste.com and select "Pay Bill"

*Terms and limitations apply, see Payment terms below

*Total does not include optional items

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



TERMS AND CONDITIONS

1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

2. Price and Payment

****Payments Accepted:** Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(b) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

ITEM 18

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the laws of the State of Maryland.

Equipment Purchase Agreement - [MUST BE COMPLETED OR A PURCHASE ORDER* MUST BE ATTACHED TO PROCESS ORDER]

PO attached **PURCHASE ORDER MUST INCLUDE BILLING INFORMATION, TAX STATUS AND EXEMPTION (IF APPLICABLE) TO BE ACCEPTED IN LIEU OF COMPLETING BELOW.

Sales Tax Status - MUST SELECT AN OPTION NOT EXEMPT TAX EXEMPT * * COPY OF TAX EXEMPTION ATTACHED

PLEASE NOTE: Tax exemption form is mandatory if the "Tax Exempt" box is checked, otherwise sales tax will be applied if supporting document is not provided. We are not able to remove sales tax once billed. It will be the customers responsibility to contact the state agency in order to request a refund.

Billing Information:

CHECK IF SAME AS SOLD TO ABOVE. IF NOT, PLEASE FILL OUT BELOW.

BILL TO NAME(S): _____

NAME CONT.): _____

ADDRESS: _____

ADD CONT. _____

CITY _____ STATE _____ ZIP _____

EMAIL (where invoice is to be sent): _____

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

You are agreeing to be invoiced \$323,885.60 per quote RSSQ41292

X _____
Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!



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: October 1, 2024
RE: Request to Purchase – Tandem Dump Truck

Public Works is requesting Commissioner approval to purchase a tandem dump truck with snowplow from Bergey's Trucks, Inc through a cooperative contract with Sourcewell. The total purchase price is \$269,991, which includes a 28% discount by utilizing the cooperative contract.

Funding has been approved in the FY25 Roads Division budget under account 100.1202.9010.010 Capital Equipment New Vehicles in the amount of \$294,192.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell 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.

CUSTOMER PROPOSAL

ITEM 19
MACK®



PREPARED FOR

WORCESTER COUNTY COMMISSIONERS

1 W Market St

SNOW HILL

MD 218631085

DATE

9/16/2024

PREPARED BY

BERGEY'S TRUCKS, INC.

29 E COMMONS BLVD STE 300

NEW CASTLE

DE 197201739

QUOTE INFORMATION

BERG2024000236A310

GRANITE 64FR

Qty: 1



Bergey's
DRIVEN TO SERVE

TECHNICAL SPECIFICATION

GRANITE 64FR

				WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION		FRONT	REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0
S	LAX05X	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

				WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION		FRONT	REAR
	MPK0AK	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, RH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	4,853	1,764
S	99X93X	ASSEMBLY PLANT	Made in Macungie, PA USA	0	0
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84020	INTENDED REGISTRATION LOCATION	MARYLAND	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	5FFB1X	BRAND ORNAMENT	BULLDOG, CHROME	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	0051L5	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW, FRONT AND WING PLOW, TRUCK	0	0
	2KEC1X	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	QCXA1X	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
S	032A89	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0
	0260H6	SALES PROMOTION	SOURCEWELL SALES PROGRAM	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION		FRONT	REAR
	1004Q0	ENGINE / MOTOR	MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21	1,855	463
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	1361W6	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION	545	181
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	Y7BC1X	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0
S	DF1001	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O BRIGHT FINISH EXHAUST	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
	316AA4	BATTERIES	(2) MACK 12V 1000/2000 CCA THREADED STUD TYPE	-28	-8
	393AB0	BATTERY BOX - MOUNTING (x)	RH RAIL BEHIND SCR	0	0
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
	LLXC1X	EMERGENCY START CONNECTIONS	EMERGENCY START STUDS, BATTERY BOX MOUNTED	7	0
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0
S	JMxB1X	VEHICLE/TRAILER STOP LAMP APPLICATION (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	J2EAAX	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MBXA1X	RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	2YBZ1X	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT		DESCRIPTION		FRONT	REAR
	492007	GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
	MRP001	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-S	0	0

			WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR
1950H5	DRIVELINE - MAIN	SPICER SPL170XL LITE - SMALL (PROPS-S)	12	12
204044	DRIVELINE - INTERAXLE	SPICER SPL170XL "LITE SERIES"	0	27
76AA1X	DRIVESHAF MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE	0	0
S	8WAAAX	DRIVESHAF INTERAXLE U-JOINT	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	0	0
	7RXAEX	LUBRICANTS, TRANSMISSION	0	0
	139009	TRANSMISSION OIL COOLER	0	0

			WEIGHT (LB)	
FRONT AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
S	2410L1	BRAKES - FRONT	25	0
S	U3XD1X	BRAKE DRUMS - FRONT	23	0
S	UDXA1X	DUST SHIELDS - FRONT	5	0
S	U0AF1X	SLACK ADJUSTERS - FRONT	0	0
S	V7AF1X	BRAKE CHAMBERS - FRONT	0	0
S	0KXG1X	HUBS - FRONT	157	0
S	61500A	FRONT AXLE LUBRICANT	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	0	0
	245AB0	STEERING	206	0

			WEIGHT (LB)	
REAR AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S	6MAA1X	WIDE TRACK AXLE OPTION	0	0
S	617003	DRIVE AXLE LUBRICANT	0	0
S	01800R	CARRIER - REAR AXLE	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	0	40
	TAX2FX	REAR AXLE RATIO	0	0
	1860J6	REAR SUSPENSION	0	1,930
	XZXA1X	TRUNNION BUSHING	0	36
S	GWXABX	BOGIE SPREAD, REAR	0	0
	2AAABX	SHOCK INSULATORS	0	5
S	XYXB1X	TRANSVERSE TORQUE RODS	0	0
S	237037	AUX.SPRING BRAKE QTY	0	20
S	253AA4	BRAKES - REAR	0	-35
S	U4XA1X	BRAKE DRUMS - REAR	0	0
S	U1AA1X	SLACK ADJUSTERS - REAR	0	0
	V1AB1X	REAR BRAKE CHAMBER SIZE	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	0	0

				WEIGHT (LB)	
REAR AXLE EQUIPMENT			DESCRIPTION	FRONT	REAR
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	9GAABX	ABS SENSOR/CHANNEL OPTION	6S/6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS	5	0
S	6980C8	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M	0	0
S	URXD1X	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	H9CA1X	TRACTION CONTROL DISABLE (CA in PC29 only)	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS			DESCRIPTION	FRONT	REAR
	271208	WHEELBASE	208"	142	142
	374073	AF (OVERHANG)	73"	-30	320
	MCE0FE	FRAME RAILS & LINERS	11.1 x 105 x 300mm - (0.437" x 4.13" x 11.81"); RBM 3,160,000 LB-IN	0	0
S	5CAAAX	BOLT ON FRONT FRAME EXTENSION	6" BOLT ON FRAME EXTENSION	155	-2
S	A0XH1X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	45	-2
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS	0	0
S	4DXM9X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL	0	0
S	4ZAAAX	TRUNNION BRACKET	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
S	4EXG1X	TOWING DEVICE, FRONT	HOOKS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
S	288AF2	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED	142	71
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL LINE MATERIAL	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

				WEIGHT (LB)	
AIR/BRAKE			DESCRIPTION	FRONT	REAR
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	UWXC1X	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	U2XB1X	AIR RESERVOIRS	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	3MBA1X	PARK BRAKE ALARM	ALARM TO SOUND WHEN DRIVER DOOR OPENED & PARKING BRAKE NOT ON	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

				WEIGHT (LB)	
ELECTRICAL			DESCRIPTION	FRONT	REAR
	5RXA6X	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB	0	3

				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
	3120C2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & TRUCKLITE SIDE MARKER LAMPS	5	3
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7

				WEIGHT (LB)	
TRAILER CONNECTIONS		DESCRIPTION		FRONT	REAR
S	WGXB1X	HAND CONTROL VALVE	W/O HAND CONTROL VALVE	-6	0
	321031	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME	0	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

				WEIGHT (LB)	
PTO		DESCRIPTION		FRONT	REAR
	TYXE1X	PTO - CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION	3	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

				WEIGHT (LB)	
SPECIALTY EQUIPMENT		DESCRIPTION		FRONT	REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)		DESCRIPTION		FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
S	4AXC1X	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	10XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	C52082	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
S	20XA1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM	0	0
S	13AA1X	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY	0	0
S	E3XD1X	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)		DESCRIPTION		FRONT	REAR
S	73AC1X	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)		DESCRIPTION		FRONT	REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
S	196AAA	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	71	16
S	MAP05P	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL	0	0
	197AAA	SEAT - PASSENGER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	69	14
S	MAQ06Q	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL	0	0
	3PXC1X	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT	0	0
S	D8XC1X	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	STARTER SWITCH	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
S	400010	GRILLE	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FENDER EXTENSIONS	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
	152092	MIRRORS - EXTERIOR	AERO MIRROR - BLACK, HEATED & MOTORIZED both sides, WIDE ANGLE both sides, W/O LAMPS	0	0

				WEIGHT (LB)	
AERODYNAMIC DEVICES		DESCRIPTION		FRONT	REAR
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
900470	TIRES BRAND/TYPE - FRONT	385/65R22.5 J BRIDGESTONE M864 (18740 lbs) (Total for QTY = 2)		349	0
5312L1	WHEELS - FRONT	22.5x12.25 ACCURIDE 29807x WHITE POWDER COAT STEE, 5.38" OFFSET, 5 HAND HOLE (Total for QTY = 2)		239	0
901AJ6	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)		0	988
3462A6	WHEELS - REAR	22.5x8.25 ACCURIDE HEAVY DUTY 28828x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 8)		0	635
S	15XABX	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0
S	80AA1X	WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT	0	0
S	3PBA1X	WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0

				WEIGHT (LB)	
COMMUNICATION SYSTEMS		DESCRIPTION		FRONT	REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	FAN ENGAGEMENT TIME-A/C	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ABAX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS		DESCRIPTION		FRONT	REAR
	779009	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOCATIONAL/PLOW(223) - REQUIRES SERVICE BRAKE TO ENGAGE GEAR (4TH GEAR LIMIT SECONDARY FOR PLOW	0	0



			WEIGHT (LB)	
TRANSMISSION ELECTRONICS			FRONT	REAR
		DESCRIPTION		
B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE	0	0
MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

			WEIGHT (LB)		
VEHICLE ELECTRONICS			FRONT	REAR	
		DESCRIPTION			
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL SPEED LIMITER	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	0PAZ1X	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

			WEIGHT (LB)		
PTO ELECTRONICS			FRONT	REAR	
		DESCRIPTION			
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

PAINT	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S 950AD0	PAINT DESIGN SINGLE COLOR	0	0
S 924014	PAINT TYPE SOLID PAINT	0	0
S 944AA7	PAINT COLOR - FIRST COLOR MACK WHITE; P9188	0	0
S 945998	PAINT COLOR - SECOND COLOR NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S 946998	PAINT COLOR - THIRD COLOR NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S 996AA3	PAINT - CAB PAINT SYSTEM PAINT - CAB, URETHANE CLEAR COAT	0	0
S MPB944	CAB COLOR SAME AS FIRST COLOR - CAB	0	0
S MPD944	HOOD COLOR SAME AS FIRST COLOR - HOOD	0	0
S MPC998	SLEEPER ROOF COLOR WITHOUT SLEEPER ROOF COLOR	0	0
S MPA998	ROOF FAIRING COLOR WITHOUT ROOF FAIRING	0	0
S 951AA6	CHASSIS RUNNING GEAR MACK BLACK (URETHANE); P3036	0	0
S 958018	BUMPER PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0
S 959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY*** W/O OPTIONAL FUEL TANK PAINT	0	0
S 962032	HUBS & DRUMS-FRONT SAME AS CHASSIS RUNNING GEAR	0	0
S 963033	HUBS & DRUMS-REAR SAME AS CHASSIS RUNNING GEAR	0	0

CALCULATED CODES - KAX	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S 9JXA1X	PROPCALC SELECTION YES, THE ORDER MUST BE CALCULATED	0	0
D5EA1X	AUTO ROUTING & CLIPPING, CENTER AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0

BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S 898003	VEHICLE WARRANTY TYPE HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S M50030	BASIC CHASSIS COVERAGE HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
M8301T	EMISSION - SURCHARGE EPA (only) for Mack MP7 / MP8 Diesel	0	0
M51E81	ENGINE WARRANTY ENG PLAN 2: 84 MO/250K MI-EXT ENGINE COVERAGE MP7/MP8 <460HP	0	0
S M52022	EMISSION COMPONENT COVERAGE US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
M53056	ENGINE AFTERTREATMENT SYSTEM EATS: 84MO/250K MI-ENGINE AFTERTREATMENT <460	0	0
M540B4	TRANSMISSION WARRANTY ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S M550G7	CARRIER & AXLE HOUSING WARRANTY STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S M56026	AIR CONDITIONING WARRANTY AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S M57027	CHASSIS TOWING WARRANTY STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S M58028	ENGINE TOWING WARRANTY STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0

CONNECTED SERVICES	DESCRIPTION	WEIGHT (LB)	
		FRONT	REAR
S03022	MACK INTEGRATED UPTIME MACK INTEGRATED UPTIME - 84 MONTHS	0	0
S04016	MACK CONNECT LOCATION & REPORTING MACK CONNECT LOCATION & REPORTING - 84 MONTHS	0	0

				WEIGHT (LB)	
CONNECTED SERVICES		DESCRIPTION		FRONT	REAR
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

				WEIGHT (LB)	
ADDITIONAL ENGINEERING (Included)		DESCRIPTION		FRONT	REAR
CA	24M22132			0	0

FRONT / REAR AXLE WEIGHTS (LB)

9421 8453

TOTAL WEIGHT (LB)

17873

PRICING SUMMARY

GRANITE 64FR

ITEM 19

Final Unit Sales Price \$269,991.00

Deal Size (Units) 1

EXTENDED DEAL SALES PRICE \$269,991.00

Pricing Comments

Priced under Mack Sourcewell Purchase agreement: 032824-MAK

Sourcewell Additional Discount \$905 to end user.

Price Includes Mack Granite Chassis with Godwin Plow & Dump installed at Moxley's. Includes Warranty Coverage on Engine, Aftertreatment System, and Transmission for 7YR/250,000MI

WORCESTER COUNTY COMMISSIONERS DATE

BERGEY'S TRUCKS, INC. DATE

MACK®



Mack Trucks
www.macktrucks.com

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: September 16th, 2024
SUBJECT: Speed Limit Change-Jones Road

Public Works is requesting Commissioner approval to lower the speed limit on Jones Road due to safety concerns. Currently, Jones Road is not posted; therefore, a speed limit of 50 mph governs. A speed study was conducted and considering the below information and the curve geometry of the roadway, we are requesting to post Jones Road at 30 mph.

The study was conducted on Wednesday 9/4/24- Wednesday 9/11/24. A copy of the study is attached. The results of the study are as follows:

- Number of Vehicles: 3,242
- Average Speed: 34.3 mph
- 85th Percentile: 39 mph
- Vehicles 50 mph and greater: 20
- Vehicles >1 mph to 50 mph: 3,222

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Kevin Lynch

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/4/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	0	2	4	5	14	8	1	0	0	0	0	0	0	34
7:00	1	5	1	6	10	10	3	0	0	0	0	0	0	36
8:00	0	1	2	7	14	9	4	0	0	0	0	0	0	37
9:00	1	2	1	3	11	8	4	1	0	0	0	0	0	31
10:00	0	1	1	4	12	9	2	0	0	0	0	0	0	29
11:00	0	0	1	1	12	9	2	2	0	0	0	0	0	27
12:00 PM	1	0	1	7	12	10	1	2	0	0	0	0	0	34
1:00	1	0	2	7	19	18	5	0	0	0	0	0	0	52
2:00	1	1	3	5	3	13	3	5	1	0	0	0	0	35
3:00	0	0	2	3	7	11	4	0	0	0	0	0	0	27
4:00	0	0	3	1	6	7	3	0	0	0	0	0	0	20
5:00	0	0	1	3	7	5	1	0	0	0	0	0	0	17
6:00	0	0	0	0	2	0	4	0	0	0	0	0	0	6
7:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	2	0	0	0	0	0	0	0	2
9:00	0	0	0	1	0	1	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	2	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5	12	22	53	129	123	37	10	1	0	0	0	0	392

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/5/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2:00	0	0	0	0	0	1	0	1	0	0	0	0	0	2
3:00	0	0	0	2	7	1	0	0	0	0	0	0	0	10
4:00	0	0	0	3	8	10	2	0	0	0	0	0	0	23
5:00	1	0	1	2	11	14	2	0	0	0	0	0	0	31
6:00	0	0	0	4	5	9	3	0	1	0	0	0	0	22
7:00	2	1	1	4	15	11	1	1	0	0	0	0	0	36
8:00	1	0	1	10	13	7	4	1	0	0	0	0	0	37
9:00	0	0	2	5	9	8	6	0	0	0	0	0	0	30
10:00	0	0	0	4	7	20	5	1	0	0	0	0	0	37
11:00	0	0	0	3	18	11	3	0	0	0	0	0	0	35
12:00 PM	0	2	2	3	12	11	6	1	0	0	0	0	0	37
1:00	0	0	1	9	13	9	9	1	0	0	0	0	0	42
2:00	0	0	1	12	18	12	4	4	2	0	0	0	0	53
3:00	1	1	0	3	10	8	5	1	0	0	0	0	0	29
4:00	1	1	0	0	11	10	2	4	0	0	0	0	0	29
5:00	0	1	0	4	7	6	0	0	0	0	0	0	0	18
6:00	0	0	1	4	4	3	1	0	0	0	0	0	0	13
7:00	0	0	0	0	1	4	1	0	0	0	0	0	0	6
8:00	0	0	0	0	1	0	1	0	0	0	0	0	0	2
9:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	6	10	73	172	156	55	15	3	0	0	0	0	496

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/6/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
4:00	0	0	2	1	4	1	0	0	0	0	0	0	0	8
5:00	0	0	3	2	5	3	0	0	0	0	0	0	0	13
6:00	0	1	3	2	15	12	8	0	0	0	0	0	0	41
7:00	1	1	0	0	11	9	1	1	0	0	0	0	0	24
8:00	1	2	2	5	7	9	7	0	0	0	0	0	0	33
9:00	0	1	0	8	13	5	3	1	0	0	0	0	0	31
10:00	0	0	1	2	12	6	4	1	1	0	0	0	0	27
11:00	0	1	0	3	19	14	1	0	0	0	0	0	0	38
12:00 PM	0	1	1	5	6	11	4	0	0	0	0	0	0	28
1:00	0	0	1	6	17	7	4	1	0	0	0	0	0	36
2:00	0	0	0	4	9	21	9	0	1	0	0	0	0	44
3:00	0	1	0	1	12	16	13	4	1	0	0	0	0	48
4:00	1	1	1	6	10	9	4	0	0	0	0	0	0	32
5:00	0	0	1	0	7	6	3	0	0	0	0	0	0	17
6:00	0	0	0	2	8	8	5	0	0	0	0	0	0	23
7:00	0	0	0	1	7	4	1	0	0	0	0	0	0	13
8:00	0	0	1	0	3	1	0	0	0	0	0	0	0	5
9:00	0	0	0	2	1	3	0	0	0	0	0	0	0	6
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	1	1	0	1	0	0	0	0	0	0	0	3
Total	3	9	18	51	167	146	67	8	3	0	0	0	0	472

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/7/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
5:00	0	0	0	0	3	0	3	1	0	0	0	0	0	7
6:00	0	0	1	1	1	3	0	0	0	0	0	0	0	6
7:00	0	0	0	0	7	10	0	0	0	0	0	0	0	17
8:00	0	0	3	4	3	11	2	0	0	0	0	0	0	23
9:00	0	1	1	3	7	12	3	0	0	0	0	0	0	27
10:00	4	1	1	3	13	11	2	0	0	0	0	0	0	35
11:00	0	0	0	1	7	11	6	0	0	0	0	0	0	25
12:00 PM	1	1	0	3	14	9	3	2	0	0	0	0	0	33
1:00	1	0	2	9	15	9	6	1	0	0	0	0	0	43
2:00	1	1	1	2	13	9	1	0	0	0	0	0	0	28
3:00	0	0	1	8	7	7	2	0	0	0	0	0	0	25
4:00	0	0	0	3	17	13	2	1	0	0	0	0	0	36
5:00	0	0	0	3	10	11	6	3	0	0	0	0	0	33
6:00	0	0	0	2	5	3	3	0	0	0	0	0	0	13
7:00	0	0	0	1	8	3	2	0	0	0	0	0	0	14
8:00	0	0	1	4	2	0	0	0	0	0	0	0	0	7
9:00	0	0	1	3	4	2	2	0	0	0	0	0	0	12
10:00	0	0	0	1	0	1	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	1	0	0	1	0	0	0	0	2
Total	7	4	13	51	137	127	43	8	1	0	0	0	0	391

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/8/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	3
1:00	0	0	0	1	1	1	0	0	0	0	0	0	0	3
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
6:00	0	0	0	2	1	1	0	0	0	0	0	0	0	4
7:00	0	0	0	1	3	3	0	0	0	0	0	0	0	7
8:00	0	1	0	2	6	4	0	0	0	0	0	0	0	13
9:00	0	0	0	2	4	4	0	1	0	0	0	0	0	11
10:00	1	2	1	3	7	16	2	2	1	0	1	0	0	36
11:00	0	1	0	3	5	9	3	0	0	0	0	0	0	21
12:00 PM	1	1	0	5	9	13	4	0	0	0	0	0	0	33
1:00	0	0	0	4	11	11	4	0	0	0	0	0	0	30
2:00	0	1	1	3	9	9	8	0	0	0	0	0	0	31
3:00	0	0	0	0	8	9	2	1	0	0	0	0	0	20
4:00	0	0	0	2	9	10	2	1	0	0	0	0	0	24
5:00	0	0	0	2	8	10	4	0	0	0	0	0	0	24
6:00	0	0	0	8	9	4	3	1	1	0	0	0	0	26
7:00	2	0	0	2	3	6	1	0	0	0	0	0	0	14
8:00	0	0	0	0	7	5	4	0	0	0	0	0	0	16
9:00	0	0	0	3	2	3	0	0	1	0	0	0	0	9
10:00	0	0	0	3	1	4	3	0	0	0	0	0	0	11
11:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Total	4	6	2	46	103	123	43	7	3	0	1	0	0	338

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/9/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	1	0	0	0	1	0	0	0	0	2
3:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
7:00	0	0	1	0	0	0	2	0	0	0	0	0	0	3
8:00	0	0	0	2	5	2	1	0	0	0	0	0	0	10
9:00	0	0	0	4	10	14	5	2	0	0	0	0	0	35
10:00	0	1	2	3	5	8	3	2	0	0	0	0	0	24
11:00	1	2	1	7	9	6	2	0	0	0	0	0	0	28
12:00 PM	0	0	1	3	12	8	2	0	0	0	0	0	0	26
1:00	2	2	2	5	11	8	4	0	0	1	0	0	0	35
2:00	3	2	0	3	8	8	1	1	0	0	0	0	0	26
3:00	0	2	3	7	8	14	3	0	0	0	0	0	0	37
4:00	1	0	1	4	10	8	2	1	0	0	0	0	0	27
5:00	0	0	0	1	8	9	6	1	0	0	0	0	0	25
6:00	1	2	3	8	13	15	7	1	0	0	0	0	0	50
7:00	1	1	0	1	20	17	8	1	0	0	0	0	0	49
8:00	1	1	2	3	3	4	6	1	0	0	0	0	0	21
9:00	0	0	0	0	6	8	1	0	0	0	0	0	0	15
10:00	0	0	1	6	4	1	1	0	0	1	0	0	0	14
11:00	0	0	0	0	2	1	1	0	0	0	0	0	0	4
Total	10	13	17	57	138	132	55	10	1	2	0	0	0	435

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/10/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	3	1	0	1	0	0	0	0	5
1:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
2:00	0	0	0	1	1	0	0	0	0	0	0	0	0	2
3:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
4:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
9:00	0	0	1	2	1	4	0	0	0	0	0	0	0	8
10:00	0	0	0	4	12	7	3	0	0	0	0	0	0	26
11:00	0	0	1	1	7	14	6	0	0	0	0	0	0	29
12:00 PM	0	0	1	6	16	10	6	0	0	0	0	0	0	39
1:00	0	0	1	3	16	10	2	0	0	0	0	0	0	32
2:00	2	1	2	2	14	4	1	1	0	0	0	0	0	27
3:00	4	1	4	3	11	8	1	0	0	0	0	0	0	32
4:00	2	0	1	6	18	13	3	0	0	0	0	0	0	43
5:00	0	2	0	3	14	18	5	0	0	0	0	0	0	42
6:00	1	1	3	6	9	10	2	0	0	0	0	0	0	32
7:00	2	0	2	9	15	12	2	1	0	0	0	0	0	43
8:00	2	1	3	5	24	23	3	4	1	0	0	0	0	66
9:00	0	0	1	6	12	11	1	0	0	0	0	0	0	31
10:00	0	0	1	2	2	10	2	0	0	0	0	0	0	17
11:00	0	0	2	1	1	5	0	1	0	0	0	0	0	10
Total	13	6	23	62	176	162	38	7	2	0	0	0	0	489

Worcester County DPW - Roads Division

ITEM 20

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Jones Road (East/West)

Start Date: 9/4/2024
End Date: 9/11/2024
Jones Road (East/West)

Comment 1:

Jones Road (East/West)
0.000000

Direction: Combined

9/11/2024	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	3	1	6	0	0	0	0	0	0	0	10
1:00	0	0	1	2	1	0	1	0	0	0	0	0	0	5
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	1	0	1	0	0	0	0	0	2
4:00	0	0	0	1	2	0	0	0	0	0	0	0	0	3
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
9:00	0	0	0	1	1	2	0	0	0	0	0	0	0	4
10:00	0	0	1	1	3	1	0	0	0	0	0	0	0	6
11:00	0	0	2	1	6	7	0	0	0	0	0	0	0	16
12:00 PM	0	3	2	3	14	15	3	1	0	0	0	0	0	41
1:00	0	0	1	4	14	5	3	1	0	0	0	0	0	28
2:00	0	1	1	8	9	11	1	0	0	0	0	0	0	31
3:00	1	1	1	9	13	8	2	0	0	0	0	0	0	35
4:00	0	2	1	2	9	9	4	0	0	0	0	0	3	30
5:00	0	0	1	1	6	3	5	0	0	0	0	0	0	16
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	1	7	11	36	80	69	19	3	0	0	0	0	3	229
Grand Total	49	63	116	429	1102	1038	357	68	14	2	1	0	3	3242
Stats			Percentile	15th	50th	85th	95th							
			Speed	28	34	39	43							
			Mean Speed (Average)	34.3										
			10 MPH Pace Speed	30-39										
			Number in Pace	2155										
			Percent in Pace	67.0%										
			Number > 50 MPH	20										
			Percent > 50 MPH	0.6%										



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: September 23, 2024
SUBJECT: Newtown Park Playground- Hill Foundation

Our department is seeking permission to accept a donation of \$438,342.41 from the “Hill Foundation” to purchase and install a new playground at Newtown Park through Cunningham Recreation. The new playground will replace the existing playground that needs replacement. County staff has met with the Hill Foundation members on several occasions, as well as Cunningham Recreation to develop plans for the STEM based playground in honor of the Hill family.

The playground proposed will be one of a kind and will be the largest Worcester County owned playground to date. If approved, the county will cover all maintenance costs moving forward (typical of any other playground), coordinate and incur the cost of electric service to the playground for the interactive “memo activity zone”, incur the cost of playground bench signage that will honor the Hill Family, and coordinate a ribbon cutting ceremony in partnership with the Hill Foundation.

The Hill Foundation will also pay for surfacing around the “memory garden”. Surfacing used will be stamped concrete or patio pavers. Cost is TBD at this time.

Included in the attachments is a letter from the Hill Foundation explaining information about the Hill family, color renderings of the playground, and an Omnia quote for the equipment and installation of materials. Omnia is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of their selves and its participating agencies. It is essential that the funds are donated to Worcester County and that we purchase the playground to keep the warranty in Worcester County’s name.

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

cc: Jacob Stephens, Deputy Director of Recreation & Parks

Heather Leigh and Christopher Robbin Hill Foundation Science Education Playground At Newtown Park, Pocomoke MD

Leona and Bob (Robert) Hill with their children, Heather and Christopher lived in Worcester County, MD from the time they were married, living first in Girdletree and then moving to Pocomoke City. After graduating from Pocomoke High School, Heather went on to graduate from college and reached her goal to become a medical researcher specifically looking for cancer cures. Unfortunately, both Heather and Christopher died at young ages, Heather, at 34, from ovarian cancer and Christopher, at 4, from meningitis. From these tragedies, the Heather Leigh and Christopher Robbin Hill Foundation was born with the goal to encourage youth to explore all facets of learning with a focus on science. To meet the Foundation's goal, scholarships are given to graduates of PHS that are seeking to further their education in STEM-related field. Primarily the dream of Leona and Bob was to establish a playground with STEM themes to encourage children to start learning and reaching for the future at a young age. Sadly, Leona and Bob have also passed away; Leona of Lymphoma in 2016 and Bob of Diabetes complications in 2023. After many years of fund-raising and through the gift of their Estate, we now have the funds to realize their dream and provide this for Pocomoke.

The Committee would like to express our appreciation to Worcester County Parks & Rec for validating the Hill family's dream for this playground which started with their daughter in 2006.

Our Foundation will provide funds up to \$450,000 to Worcester County to be used to purchase and build the forementioned playground at Newtown Park in Pocomoke with the stipulation it be named after the Heather Leigh and Christopher Robbin Hill Foundation in honor of this family, now and for many years to come. The safety of children is held at the highest standards, and we feel confident that will be achieved with Worcester County.

Thank you for the opportunity to work together for the children of Worcester County,
Heather Leigh and Christopher Robbin Hill Foundation Committee

Lisa Fritts

Kathleen Palmer

Peggy Jester

Jo Ellen Wimbrow

Rachael Fritts



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

ITEM 21 08/13/2024
 Quote #
 170197-01-04

Newtown Park Stem Playground - Option 4

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

Ship to Zip 21813

Quantity	Part #	Description	Unit Price	Amount
--Playground Area--				
1	RDU	GameTime - PowerScope Modular Unit for Ages 5-12 (per attached drawing) [Basic: _____] [HDPE: _____] [RotoPlastic: _____] [Accent: _____] [Deck:Pvc: _____] [MetalRoof: _____]	\$178,323.00	\$178,323.00
		(1) 3308 -- Window Blue 20" for Dome		
		(1) 3326 -- Window Green 20" for Dome		
		(1) 3968 -- Giggle Box 20" Sensor with Back		
		(3) 5139 -- Large Sprout Climber		
		(2) 5140 -- Small Sprout Climber		
		(1) 6256 -- Sensory Dome - Medium		
		(1) 8666 -- 90 Deg Caterpillar F/S		
		(1) 26078 -- Arched Loop Ladder Overhead		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(10) 26094 -- Triangular Shroud		
		(2) 26142 -- Single With Step		
		(1) 27064 -- Vessel 3 way		
		(2) 27067 -- Rock Climber 2 socket		
		(7) 32022 -- Hex Pod Step (1')		
		(2) 32023 -- Hex Pod Step (2')		
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(3) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90023 -- 3'-0" Transfer System W/ Barrier		
		(1) 90029 -- 3' Transfer Platform W/Barrier		
		(1) 90267 -- 9' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(4) 90270 -- 12' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(1) 90574 -- Scramble Up (5'-6" & 6'-0")		
		(1) 90700 -- Single Entrance Wilderslide li		
		(2) 90705 -- Right Curve Section Wilderslide li		



GameTime c/o Cunningham Recreation
 PO Box 240981
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 800.438.2780
 704.525.7356 FAX

ITEM 21 08/13/2024
 Quote #
 170197-01-04

Newtown Park Stem Playground - Option 4

Quantity	Part #	Description	Unit Price	Amount
		(1) 90706 -- Exit Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90868 -- Splitter 6'		
		(1) 90880 -- 360 Spiral Slide 4' w/roto hood		
		(1) 91117 -- Rock Ridge (2 Deck Span)		
		(9) 91139 -- Entryway - Barrier		
		(1) 91141 -- Low Point Entryway - Barrier		
		(1) 91148 -- Metal Mirror Panel Below Deck		
		(2) 91269 -- Sprout Climber		
		(4) 91310 -- Shadow Play Tree Single 0'6" - 7'0"		
		(1) 91365 -- Sensory Wave Panel w/ stained glass		
		(1) 91488 -- Vertical Wiggle Climber 6'-6'6"		
		(1) 91509 -- Air Walker		
		(1) 91523 -- Ripple Pass		
		(1) G90267 -- 9' Upright, Galv		
		(3) G90268 -- 10' Upright, Galv		
		(2) G90270 -- 12' Upright, Galv		
		(2) G90272 -- 14' Upright, Galv		
1	RDU	GameTime - 2-Bay PrimeTime Swings (per attached drawing) [Basic:_____]	\$4,785.00	\$4,785.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	RDU	GameTime - Freestanding Gadget Panels [Basic:_____]	\$13,713.00	\$13,713.00
		(1) 5131 -- Color Wheel Gadget		
		(1) 5188 -- 3-in-A-Row 30" Gadget		
		(1) 5189 -- Buzz Game Gadget 30"		
		(1) 81694 -- Panel Attachment Package		
		(3) 91240 -- Gadget Frame (Grd Level)		
		(1) 90264 -- 6' Upright, Alum		
1	6375	GameTime - Communication Board [Accent:_____]	\$2,619.00	\$2,619.00
1	5033	GameTime - 5-12 Age Appropriate Fiberglass Sign [Basic:_____]	\$1,890.00	\$1,890.00
1	38054	GT-Site - Nature Bike Rack [Basic:_____]	\$562.00	\$562.00
3	28028	GT-Site - Sway Bench [Accent:_____] [Basic:_____]	\$2,321.00	\$6,963.00



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ITEM 21 08/13/2024
 Quote #
 170197-01-04

Newtown Park Stem Playground - Option 4

Quantity	Part #	Description	Unit Price	Amount
1	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I [RB Frame PC: _____] [RB Slat TP: _____]	\$852.00	\$852.00
--Memo Area--				
1	YA3900	Yalp - Yalp Memo Activity Zone - <ul style="list-style-type: none"> • Starter game bundle including the 5 best games; access to all games in library • 2-year warranty on electronic parts • Internet access; 3G/4G data connection • My Yalp; to remotely control your interactive playset • Ticket support; lifelong online ticket support for all your questions • Continuous firm & software updates • Yalp service; expert advice, training and service by Yalp specialist 	\$51,700.00	\$51,700.00
1	YA8586	Yalp - Memo Carefree Package- - Extra 3-year warranty on electronic parts (non-electronic parts are described in the warranty document, on-demand) - Content manager; takes care of installing new games, and keep you and your product up-to-date	\$3,625.00	\$3,625.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
--Memory Garden--				
1	38054	GT-Site - Nature Bike Rack [Basic: _____]	\$562.00	\$562.00
1	38220L	GameTime - Flower Yellow Petals W/Label	\$776.00	\$776.00
1	38221L	GameTime - Flower Blue Petals W/Label	\$776.00	\$776.00
2	38222L	GameTime - Flower Red Petals W/Label	\$776.00	\$1,552.00
1	38106	GameTime - Bee On Flower	\$7,481.00	\$7,481.00
1	CATR-IG	Freenotes - Caterpillar - (Chartreuse Post -With Inground Mount Kit)	\$4,511.00	\$4,511.00
1	FWR-T-IG	Freenotes - Turquoise Flower - (With Inground Mount Kit)	\$1,499.00	\$1,499.00
1	FWR-I-IG	Freenotes - Indigo Flower - (With Inground Mount Kit)	\$1,619.00	\$1,619.00
1	FWR-Y-IG	Freenotes - Yellow Flower - (With Inground Mount Kit)	\$1,619.00	\$1,619.00
1	38109L	GameTime - Large Mushroom Red W/Label	\$915.00	\$915.00
3	38110L	GameTime - Small Mushroom -Red W/Label	\$776.00	\$2,328.00
1	BFLY-I-IG	Freenotes - Indigo Butterfly - (With Inground Mount Kit)	\$1,429.00	\$1,429.00
1	BFLY-O-IG	Freenotes - Orange Butterfly - (With Inground Mount Kit)	\$1,429.00	\$1,429.00
1	RDU	GameTime - Freestanding Panels [Basic: _____] [RotoPlastic: _____] [2ColorHDPE: _____]	\$8,064.00	\$8,064.00
(2) 90264 -- 6' Upright, Alum				
(2) 90265 -- 7' Upright, Alum				
(1) 90721 -- Frog Slide Puzzle-Gadget Pnl Below Dk				
(1) 91563 -- Flower Spinner Half Panel				
(1) 91573 -- Imagination Panel				



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

ITEM 21 08/13/2024
 Quote #
 170197-01-04

Newtown Park Stem Playground - Option 4

Quantity	Part #	Description	Unit Price	Amount
1	FF121210	Superior Recreational Products - Fabric Flower Shade, 12' Dia. x 10'4" High, Surface Mount	\$26,656.00	\$26,656.00
1	ABT	Superior Recreational Products - Anchor Hardware and Templates	\$215.00	\$215.00
1	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I [RB Frame PC: _____] [RB Slat TP: _____]	\$852.00	\$852.00
		--Surfacing & Site Work--		
1	INSTALL	MISC - Installation of Above Equipment	\$101,095.00	\$101,095.00
1	INSTALL	MISC - Installation of Above Site Amenities	\$7,100.00	\$7,100.00
1	RDU	GameTime - Surfacing Accessories: (65) Playcurbs, (2) ADA Ramps, Geo-Textile Fabric, Wear Mats	\$11,273.00	\$11,273.00
		(65) 4862 -- 12" Playground Border		
		(2) 4858 -- Access Playcurb-W/Adap		
		(2) 161290 -- Geo-Textile 2250 Sqft Roll		
		(6) 161292 -- Wear Mat 36" x 36"		
199	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- <ul style="list-style-type: none">• Area: 4010 Sq.Ft.• Thickness (Compacted): 12"	\$24.25	\$4,825.75
14	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- <ul style="list-style-type: none">• Area: 270 Sq.Ft.• Thickness (Compacted): 12"• For Memory Garden	\$24.25	\$339.50
1	INSTALL	MISC - Installation of Above Surfacing & Curbs	\$6,525.00	\$6,525.00
1	INSTALL	MISC - Installation of Memo- Price includes: Excavation, Site Prep for Memo, Provide & Install Crushed Stone Subbase for PIP Customer responsible for providing the final connection to the power supply for the Yalp Memo and be responsible for any permitting required.	\$10,000.00	\$10,000.00
542	PIP	GT-Impax - Poured in Place Safety Surfacing (SF)- <ul style="list-style-type: none">• Materials 50/50 Standard Color & Black - 2 Colors• Aromatic Binder• 1.75" Thick• Includes Graphics as submitted• Installation• Freight• Dumpster• Subbase not included	\$33.44	\$18,124.48
Contract: OMNIA #2017001134			Sub Total	\$486,686.73
			Discount	(\$70,846.66)
			Freight	\$22,502.34
			Total	\$438,342.41



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ITEM 21 08/13/2024
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Newtown Park Stem Playground - Option 4

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Unless otherwise specified, this estimate does not include grading, fence removal, equipment removal or any site preparation.

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.

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.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
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ITEM 21 08/13/2024
Quote #
170197-01-04

Newtown Park Stem Playground - Option 4

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: \$438,342.41

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature
BILLING INFORMATION:

Customer Signature

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: _____

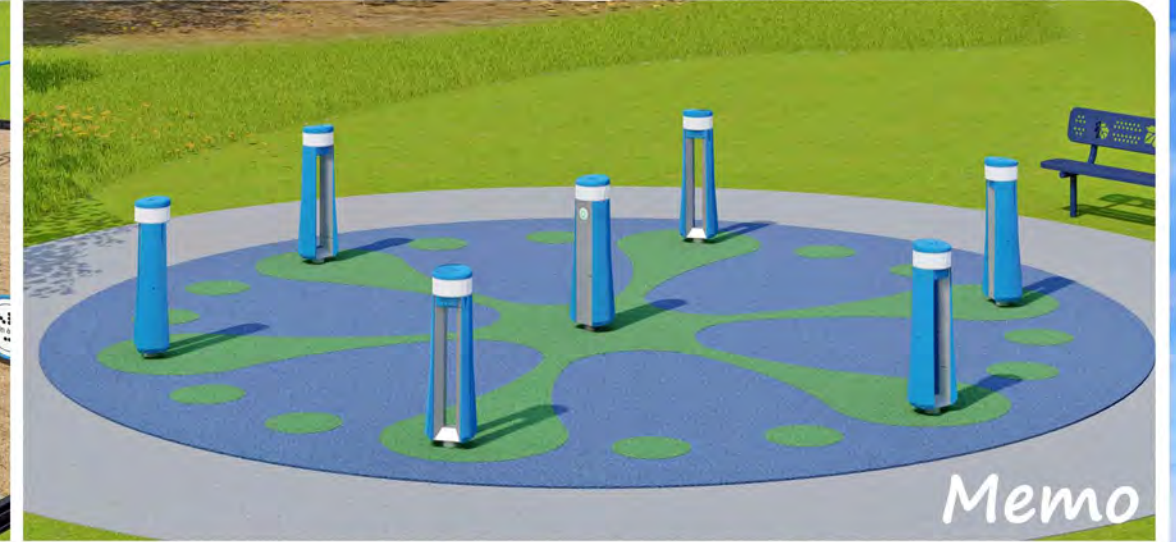
Newtown Park Option 4

Design • Build • PLAY!

Back View



Side View



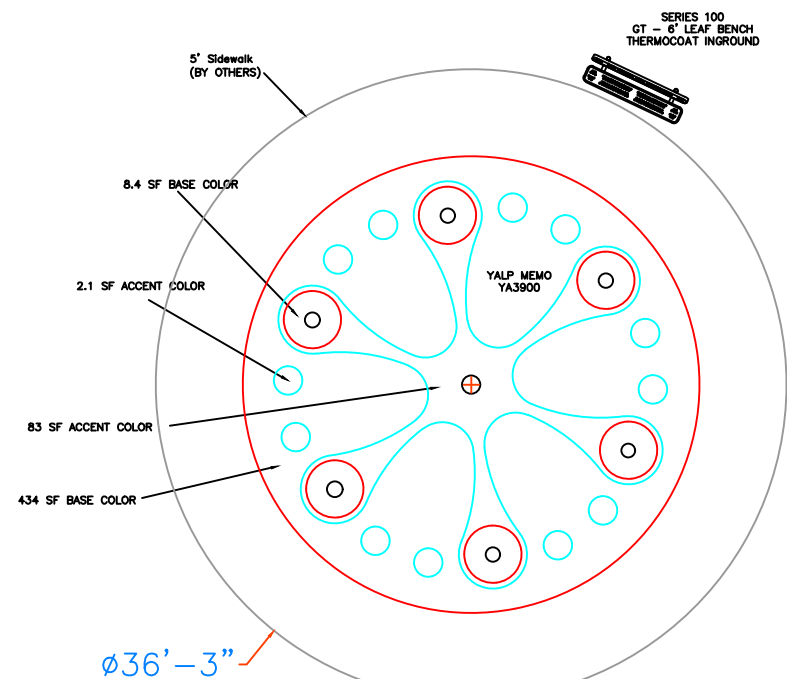
Memo



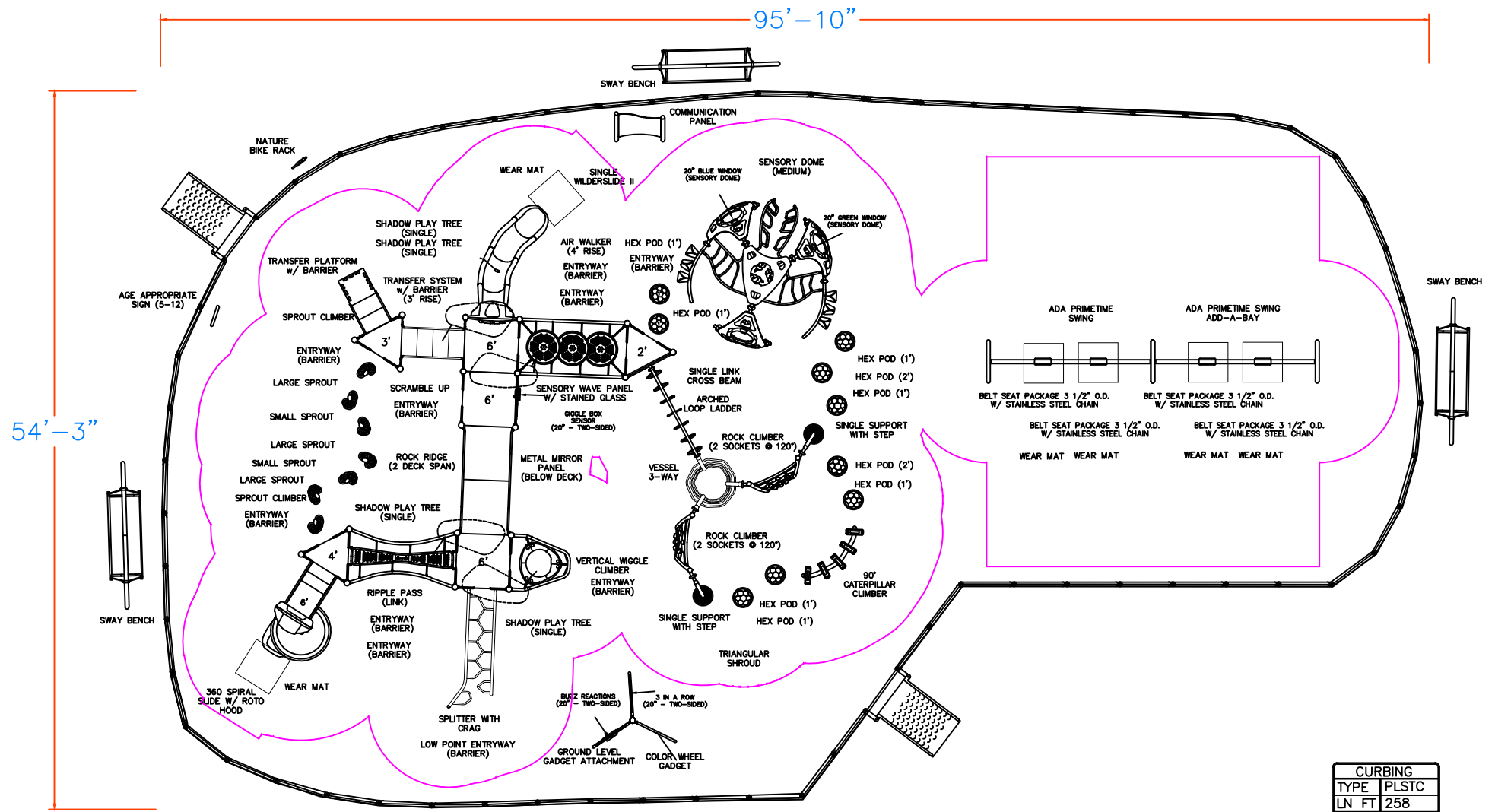
Newtown Park Memory Garden

Design • Build • PLAY!



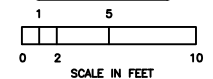


SURFACING	
TYPE	PIP
SQ FT	542
DEPTH	1.75"



CURBING	
TYPE	PLSTC
LN FT	258
HT	12"

SURFACING	
TYPE	EWf
SQ FT	4010
DEPTH	12"



GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



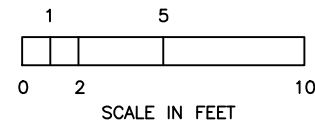
NEWTOWN PARK STEM PLAYGROUND
OPTION 3
POCOMOKE CITY, MD
Representative
CUNNINGHAM RECREATION

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

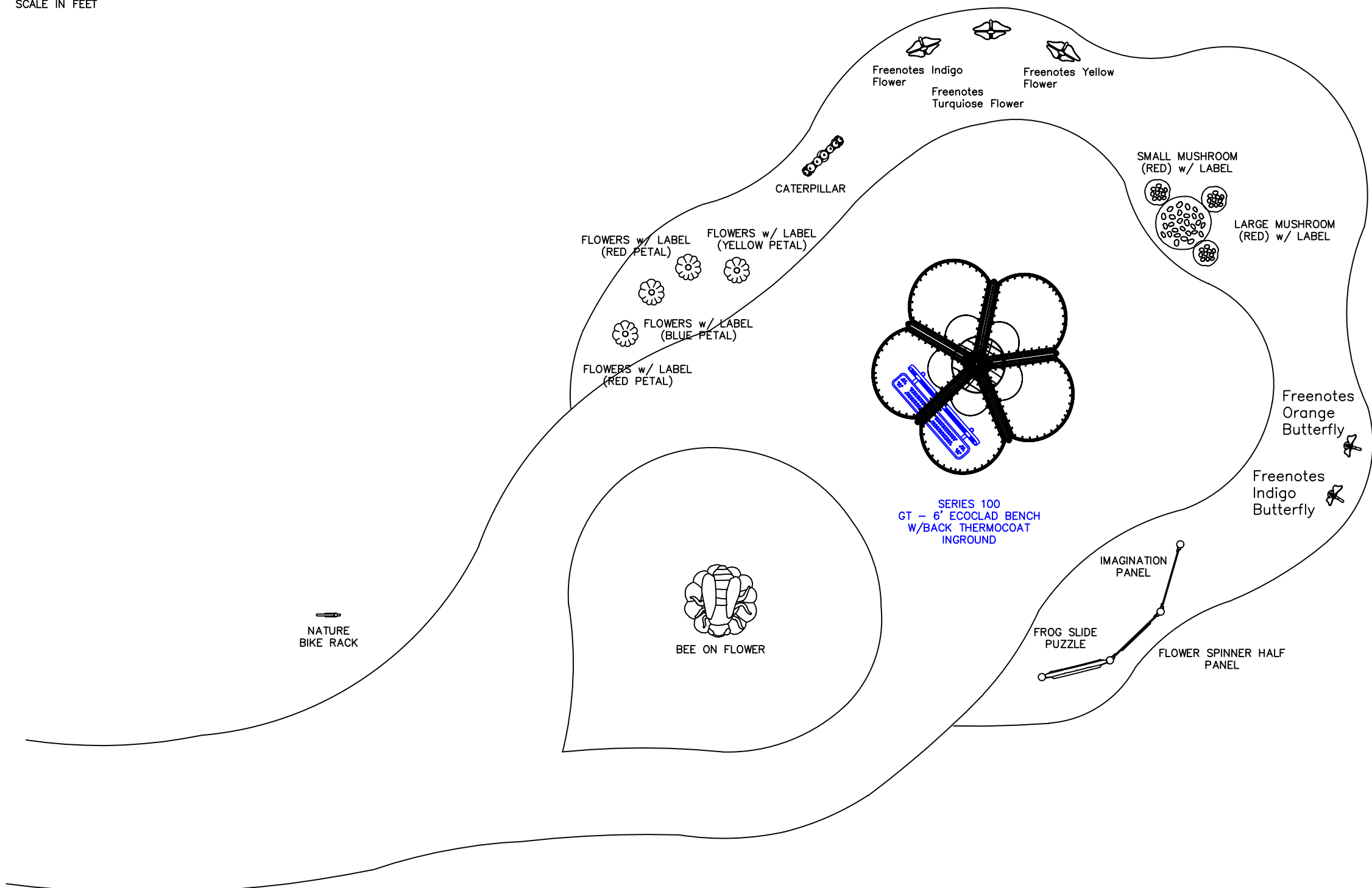
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: MW/CR
Date: 7/11/2024
Drawing Name: 170197-01-03



47'-5"

43'-6"



GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



NEWTOWN PARK STEM PLAYGROUND
Memory Garden
POCOMOKE CITY, 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:
MW/CR
Date:
8/13/2024
Drawing Name:
170197-01-04 Memory Garden

MEMORANDUM

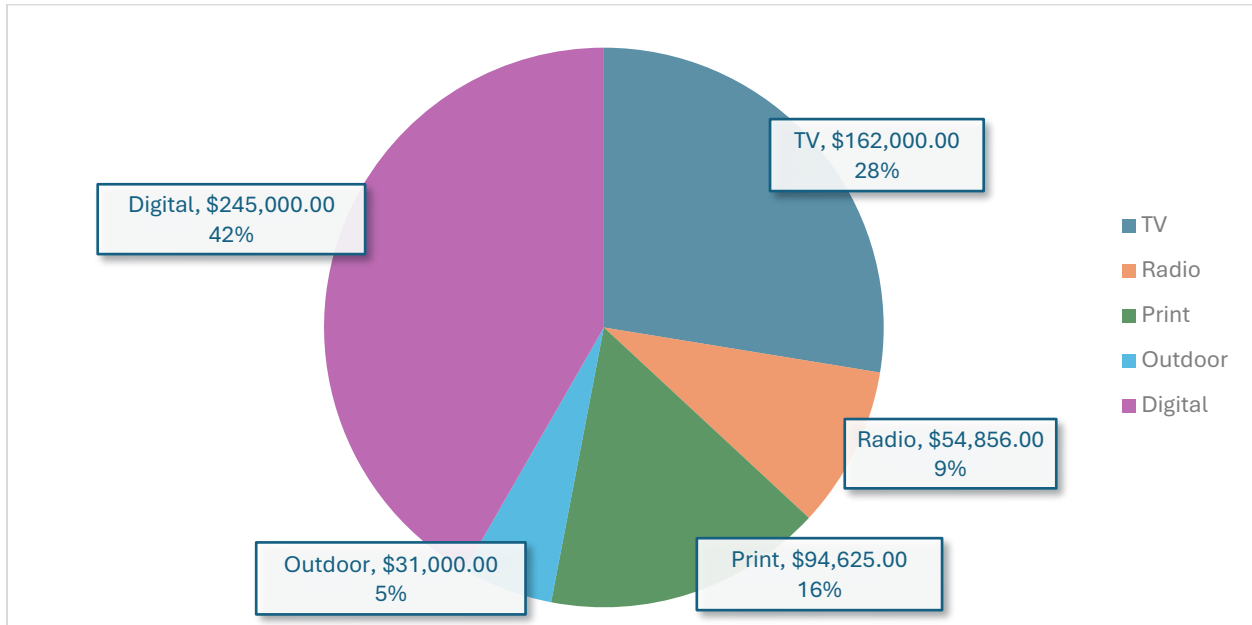
TO: Worcester County Commissioners
CC: Weston Young CAO; Candace Savage, Deputy CAO
FROM: Melanie Pursel, Director, Office of Tourism and Economic Development
DATE: September 24, 2024
RE: FY 25 Media Plan

The FY25 marketing plan seeks to maximize the funding we have by utilizing proven return on investment advertising methods. The FY25 Worcester County advertising grant from the State Office of Tourism Development was \$173,396. When you combine the grant with the approved FY25 general fund budget of \$456,000, this year's advertising allocation is \$629,396. We have currently earmarked \$587,481. The chart below shows how that funding is allocated across the different advertising media.

Media partners have been established with careful consideration based on numerous factors that are unique to each vendor such as demographics, DMA or market region, type of media, local business (especially Worcester County), distribution, value added assets etc.

With a limited advertising budget, the media mix is critical to increase brand awareness and destination advertising. The most targeted, effective and measurable medium is digital, therefore over 40% of the ad budgeted is dedicated to digital tactics through social/Meta, Google, and programmatic. Programmatic campaigns are direct media buys that deliver niche messaging to specific target markets (golf, outdoor adventure, fishing, cultural experiences etc.). Most of the print and local outdoor is in market to inspire those overnight guests (predominately staying in Ocean City, Northern Worcester) to experience the county's assets. This creates more interest in the region, thus extending stays or generating repeat visitation.

This leaves \$41,915 available for real time opportunities that may become available throughout the year. These real time opportunities typically maximize our advertising dollars by working with our local partners or participating in co-operative agreements.



Within the aforementioned advertising methods, we plan to use the following vendors for services that exceed \$25,000- each represents an annual investment for various campaigns.

Digital

Programmatic/Native Advertising-D3	\$	130,360
Google	\$	71,000
Meta/Facebook	\$	42,140

Print

Ocean City Visitors Guide-Vista Graphics	\$	30,000
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Radio

Irie Radio	\$	32,356
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Television

WMDT ABC 47	\$	44,500
Effectv	\$	50,000
WBOC 16	\$	30,000

Please note that due to the fluid nature of advertising, it is possible for these amounts to fluctuate slightly. If there is any significant change in our advertising plan or vendors, I will notify you. Also, these agreements are year-long annual investments each with an individualized/customized plan based on seasonality (e.g. more saturation of messaging during spring leading into the core summer season), as well as assets delivered (e.g. production, frequency and media placement).

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



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: September 30, 2024
RE: Fiscal Year 2024 Year End Budget Transfers

The budget transfer request is a component of the General Fund annual audit. We ask the Department and agency heads to wait until the end of the fiscal year to request budget transfers in order to keep the accounting down to one journal entry. The Department heads and Agencies must keep track during the fiscal year of budget accounts that may be over due to unforeseen reasons and then submit their requests for budget transfers to cover these expenditures in their budgets. There is still savings for the County after these transfers have been completed.

I have evaluated the requests and made some adjustments where needed and I concur with the need for all transfers submitted in the attached summary.

I would ask for your review and the County Commissioners approval of the FY204 Budget Transfer Request worksheets provided which totals \$557,277.

Thank you for your consideration and I am available for any questions you may have.

ITEM 23 REVISED

FY2024 GENERAL FUND BUDGET TRANSFER REQUEST					DUE: September 13, 2024
Department Name/Number: Commissioners/1001			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Legal Services County Attorney Expenses	100.1001.6510.020	2,311		Transfer Admin Exp to cover Legal Expenses
2	Administrative Expenses	100.1001.6100.010		(2,311)	Transfer Admin Exp to cover Legal Expenses
3	Legal Services County Code Expenses	100.1001.6510.035	1,048		Transfer Dues, License & Subscriptions to cover County Code Expenses
4	Administrative Expenses Dues, Licenses & Subscriptions	100.1001.6100.100		(1,048)	Transfer Dues, License & Subscriptions to cover County Code Expenses
5	Building Site Expenses Telephone	100.1001.6550.270	198		Postage/Freight to cover Telephone Expenses
6	Administrative Expense Postage & Freight	100.1001.6100.230		(198)	Transfer Savings in Postage/Freight to cover Telephone Expenses
Department Name/Number: Circuit Court/1002			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Supplies & Equipment Computers & Printers	100.1002.6110.090	\$438		funds needed to cover partial cost of \$900 laptop for Court Administrator to access County financial system
2	Administrative Expense Books and Publications	100.1002.6100.060		(\$438)	Books and publications savings to cover part of laptop cost
3	Equipment Maintenance Software Maintenance Agreements	100.1002.6130.070	\$121		funds needed to cover partial cost of white noise machine and installation outside Courtroom 4 to prevent proceedings from being overheard
4	Administrative Expense Books and Publications	100.1002.6100.060		(\$121)	Books and publications savings to cover part of white noise machine and installation
5	Building Site Expenses Telephone	100.1002.6550.270	\$1,620		funds needed to cover telephone costs
6	Administrative Expense Administrative Expenses	100.1002.6100.010		(\$1,620)	Administrative Expense savings to cover telephone costs
Department Name/Number: States Attorney/1004			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expense Vehicle Maintenance	100.1004.6540.030	315		unexpected vehicle maintenance expense for old crown vic
2	Uniforms and Personal Equipment	100.1004.6150.050		(315)	Transfer funds to cover vehicle maintenance
3	Vehicle Operating Expense Fuel	100.1004.6540.020	583		Transfer Uniforms funds to cover vehicle fuel
4	Uniforms and Personal Equipment	100.1004.6150.050		(583)	Transfer funds to cover vehicle fuel

ITEM 23 REVISED

Department Name/Number: Treasurers/1005			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance	100.1005.010.6130.010	269		Increased copier expenses/charges in FY24
2	Consulting Services	100.1005.010.6530.110	4,397		Part-time consulting/cross training contract for services provided by former Accounts Payable Specialist
3	Building Site Expenses	100.1005.010.6550.270	214		Slightly higher than anticipated phone expenses for FY24
4	Administrative Expense	100.1005.010.6100.190		(2,716)	Paper and Office Supply savings needed to cover Consulting, Equip. Maint., and phone expenses.
5	Supplies & Equipment	100.1005.010.6110.090		(2,164)	Computer and printer savings needed to cover Consulting, Equip. Maint., and phone expenses.
6	Travel, Training & Expense	100.1005.020.7000.100	2,547		Funds needed to cover cost of attending national software conference.
7	Travel, Training & Expense	100.1005.010.7000.040		(2,547)	Travel and CPE savings to cover other travel.
Department Name/Number: Elections Office/1006			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Uniforms & Personal Equipment Uniforms	100.1006.6150.050	428		Worcester County shirts for office staff.
2	Administrative Expense National Voter Postcards	100.1006.6100.180		(428)	Administrative Expense savings to cover Uniforms & Personal Equipment
3	Building Site Expenses Electricity	100.1006.6550.060	1,365		Electricity cost, fire alarm testing and general maintenance repairs
4	Consulting Services Temporary Staff	100.1006.6530.150		(1,365)	Consulting Services savings to cover Building Site Expenses
5	Benefits & Insurance Property & Liability	100.1006.7170.100	10,109		LGIT Bill
6	Travel, Training & Expense Board member allowance	100.1006.7000.020		(10,109)	Travel, Training & Expense savings to cover Benefits & Insurance
Department Name/Number: DRP/1008			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses - Vehicle Maintenance	100.1008.6540.030	1,573		Vehicle Maintenance overage
2	Administrative Expenses Printing Expense	100.1008.6100.240		(1,573)	Savings in attorney fees to cover vehicle maintenance expenses
3	Building Site Expenses - Telephone	100.1008.6550.270	58		Building telephone service overage as a result of Verizon's error
4	Administrative Expense - Copier Supplies	100.1008.6100.080		(58)	Copier supply savings to cover building telephone expenses
5	Advertising - Legal Advertisements	100.1008.6900.025	5,219		Advertising overage
6	Travel, Training & Expense - Board Member Allowance	100.1008.7000.020		(5,219)	Board Member Allowance savings to cover advertising expenses
Department Name/Number: Env. Programs/1010			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance Software Upgrades	100.1010.6130.075	204		Transfer Supplies & Equipment for needed software upgrade
2	Supplies & Equipment Computer Repairs	100.1010.6110.080		(204)	Transfer Supplies & Equipment for needed software upgrade
3	Vehicle Operating Expenses Vehicle Maintenance	100.1010.6140.030	562		Transfer Supplies & Equipment for vehicle repairs
4	Supplies & Equipment Computer Repairs	100.1010.6110.080		(562)	Transfer Supplies & Equipment for vehicle repairs

ITEM 23 REVISED

Department Name/Number: Other General Govt/1090			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Other Maintenance & Services Internet Svcs	100.1090.020.6700.250	257		Transfer savings in network upgrades to overage in internet services
2	Systems Maintenance Network Upgrades	100.1090.020.6500.090		(257)	Transfer savings in network upgrades to overage in internet services
Department Name/Number: Sheriff Dept/1101			Whole dollars Only, Round UP to nearest dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses Fuel (WC)	100.1101.030.6540.020	104,000		funds need to cover overage in vehicle operating expenses fuel (WC)
2	Supplies & Equipment Computers & Printers	100.1101.030.6110.090		(44,034)	savings in computers & printers transferred to cover fuel overage
3	Supplies & Equipment Law Enforcement Equip	100.1101.030.6110.190		(59,966)	savings in law enforcement equip transferred to cover fuel overage
4	Vehicle Operating Expenses Vehicle Maintenance	100.1101.030.6540.030	82,000		funds needed to cover overage in vehicle operating expenses vehicle maintenance
5	Equipment Maintenance Software Licensing	100.1101.030.6130.060		(17,000)	savings in software maintenance agreements to cover vehicle maintenance overage
6	Equipment Maintenance Software Maintenance Agreements	100.1101.030.6130.070		(28,000)	savings in software maintenance agreements to cover vehicle maintenance overage
7	Consulting Services Psychological Services	100.1101.030.6530.115		(37,000)	savings in psychological services transferred to cover vehicle maintenance overage
8	Personnel Services Overtime Pay	100.1101.030.6000.400	214,141		Transfer savings to cover overtime pay overage
9	Personnel Services Overtime Pay Kennel	100.1101.030.6000.450		(46,896)	Transfer savings in Kennel Overtime to cover overtime pay
10	Supplies & Equipment Spay & Neuter Supplies	100.1101.040.6110.395		(10,344)	Transfer savings in Spay & Neuter Supplies to cover Overtime
11	Consulting Services Rabies Clinic	100.1101.040.6530.120		(400)	Transfer savings to cover overtime pay overage
12	Consulting Services Veterinary Services	100.1101.040.6530.160		(8,227)	Transfer savings to cover overtime pay overage
13	Consulting Services Vet Services Spay/Neuter	100.1101.040.6530.165		(6,000)	Transfer savings to cover overtime pay overage
14	Travel & Training Expenses	100.1101.040.7000.060		(1,403)	Transfer savings to cover overtime pay overage
15	Building Site Expenses	100.1101.040.6550.280		(23,544)	Transfer savings to cover overtime pay overage
16	Uniforms and Personal Equipment	100.1101.040.6150.050		(5,081)	Transfer savings to cover overtime pay overage
17	Vehicle Operating Expenses	100.1101.040.6540.030		(5,460)	Transfer savings to cover overtime pay overage
18	Uniforms and Personal Equipment Uniforms	100.1101.030.6150.050		(33,029)	Transfer savings to cover overtime pay overage
19	Uniforms and Personal Equipment Ammo	100.1101.030.6150.060		(3,491)	Transfer savings to cover overtime pay overage
20	Uniforms and Personal Equipment Uniform Allowance	100.1101.030.6150.040		(7,272)	Transfer savings to cover overtime pay overage
21	Uniforms and Personal Equipment Bullet Proof Vests	100.1101.030.6150.010		(7,690)	Transfer savings to cover overtime pay overage
22	Legal Services Other Legal	100.1101.030.6510.085		(9,111)	Transfer savings to cover overtime pay overage
23	Building Site Expenses	100.1101.030.6550.270		(5,393)	Transfer savings to cover overtime pay overage

ITEM 23 REVISED

24	Administrative Expenses	100.1101.030.6100.190		(4,485)	Transfer savings to cover overtime pay overage
25	Advertising Expenses	100.1101.030.6900.040		(1,143)	Transfer savings to cover overtime pay overage
26	Travel & Training Expenses	100.1101.030.7000.125		(1,799)	Transfer savings to cover overtime pay overage
27	Building Site Expenses	100.1101.035.6550.090		(1,686)	Transfer savings to cover overtime pay overage
28	Personnel Services Salaries	100.1101.040.6000.100		(12,137)	Transfer savings to cover overtime pay overage
29	Supplies & Equipment K9 Expense	100.1101.030.6110.090		(17,180)	Transfer savings to cover overtime pay overage
30	Supplies & Equipment Bike Patrol Equip	100.1101.030.6110.030		(2,370)	Transfer savings to cover overtime pay overage
Department Name/Number: Emergency Svcs/1102			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance Maintenance Contract	100.1102.044.6130.050		(29,156)	TRF funds from unused Maintenance Year
2	Building Site Expenses Telephone	100.1102.044.6550.270	28,373		TRF from Equip Maint for Unanticipated Repairs
3	Consulting Services	100.1102.044.6530.095	783		TRF from Equip Maint for overage in consulting
Department Name/Number: Jail/1103			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Uniforms & Personal Equipment Uniform Allowance	100.1103.6150.040		(134)	Cover funds needed in Admin Exp
2	Administrative Expense background checks	100.1103.6100.050	134		Transfer Funds needed to cover background checks
3	Uniforms & Personal Equipment Uniform Allowance	100.1103.6150.040		(3,333)	Transfer funds to cover funds, Supplies & Equip
4	Supplies & Equipment Computers & Printers	100.1103.6110.090	3,333		Funds needed to cover computers and office equipment
5	Uniforms & Personal Equipment Uniform Allowance	100.1103.6150.040		(2,571)	Transfer to cover Equipment maintenance overage
6	Equipment Maintenance Software Agreements	100.1103.6130.070	2,571		Transfer Funds needed to cover increase in Software agreements.
7	Other Maintenance & Services Prison Labor	100.1103.6700.700		(2,494)	Transfer funds needed to cover travel & training expenses
8	Vehicle Operating Expense Vehicle Maint	100.1103.6540.030		(1,768)	to cover funds needed in Consulting Services
9	Uniforms & Personal Equipment Uniform Allowance	100.1103.6150.040		(192)	Transfer to cover funds needed in Consulting Services
10	Consulting Services Psychological Svcs	100.1103.6530.115	4,454		Transfer to cover funds needed in Consulting Services
Department Name/Number: Fire Marshal/1104			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses Fuel	100.1104.6540.020	3,571		Increase due to increased fuel cost
2	Vehicle Operating Expenses Vehicle Maintenance	100.1104.6540.030	437		Increase due to vehicles aging and rising maintenance cost
3	Consulting Services Physicals, Shots & Drug Testing	100.1104.6530.080		(4,008)	Transfer to cover 6540.020 & 6540.030
4	Equipment Maintenance MILES User Fees	100.1104.6130.040	43		Increased Service Fees
5	Agreements	100.1104.6130.070	50		Increased Service Fees
6	Supplies & Equipment Computers/Printers	100.1104.6110.090		(93)	Transfer to cover 6130.040 & 6130.070
7	Building Site Expenses	100.1104.6550.270	37		Increased Service Fees
8	Uniforms & Personal Equipment Uniforms	100.1104.6150.050		(37)	Transfer to cover 6550.270

ITEM 23 REVISED

Department Name/Number: Maintenance/1201			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Supplies & Equipment Computers & Supplies	100.1201.6110.090		(5,849)	Funds needed to cover fuel costs
2	Supplies & Equipment Lawn Equipment	100.1201.6110.200		(1,030)	Funds needed to cover fuel costs
3	Vehicle Operating Expenses Fuel	100.1201.6540.020	6,879		Computer savings to cover fuel costs
4	Supplies & Equipment Tools & Supplies	100.1201.6110.420		(1,899)	Funds needed to cover vehicle maintenance
5	Vehicle Operating Expenses Vehicle Maintenance	100.1201.6540.030	1,899		Savings to cover vehicle maintenance costs
6	Vehicle Operating Expenses Vehicle Equipment	100.1201.6540.060		(3,267)	Funds needed to cover heavy equipment maintenance
7	Supplies & Equipment Radio Supplies	100.1201.6110.320		(2,000)	Funds needed to cover heavy equipment maintenance
8	Vehicle Operating Expenses Heavy Equipment Maintenance	100.1201.6540.080	5,267		Radio savings to cover heavy equipment maintenance
9	Building Site Expenses General Maintenance Repairs	100.1201.6550.090		(972)	Funds needed to cover county custodial wide supply purchases
10	Custodial Services Custodial Purchases	100.1201.6800.010	972		General maintenance repair savings to cover county wide custodial purchases
Department Name/Number: Roads /1202			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Building & Site Expenses.Electricity	100.1202.6550.060	4,430		Funds needed to cover increase in electricity
2	Road Maintenance Materials.Bridge Material	100.1202.6140.050		(4,430)	Savings from bridge materials to cover overage in electric
3	Vehicle Operating Expense.Vehicle Maintenance	100.1202.6540.030	14,146		Funds needed to cover increase in vehicle operating expenses
4	Road Maintenance Materials.Blacktop Overlay	100.1202.6140.010		(14,146)	Funds left over from FY24 Slurry Seal Contract
Department Name/Number: Public Works/1203			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Equipment Maintenance	100.1203.200.6130.010	488		Equipment maintenance costs higher than anticipated
2	Uniforms and Personal Equipment	100.1203.220.6150.050	248		Uniforms for new mechanic position hired in FY 24
3	Other Maintenance & Services	100.1203.220.6700.650	126		Increased cost of floor waxing per hourly rate adjusted by cleaning company
4	Advertising	100.1203.200.6900.025	24		Additional cost to meet legal advertisements associated with permitting applications
5	Travel, Training, & Expenses	100.1203.200.7000.100		(886)	Savings from being unable to attend Hurricane conference
Department Name/Number: Homeowner Convenience/1205			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses	100.1205.6100.010	798		Overage in office supplies
2	Building Site Expenses Tipping Fees	100.1205.6550.280		(798)	Savings from reduced site expenses due to recent upgrades at HOCC.Savings to offset office supplies overage

ITEM 23 REVISED

Department Name/Number: Recycling/1206			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses- Office Supplies	100.1206.6100.190	618		Overage in Office Supplies
2	Supplies & Equipment Tools & Supplies	100.1206.6110.420		(618)	Transfer to Cover Administrative Expenses
3	Other Maint & Services, Special Events	100.1206.6700.640	5,635		Overage In Hazardous Waste Day
4	Consulting Services Professional Fees	100.1206.6530.100		(5,635)	Transfer to Cover Other Maint & Services
5	Building Site Expenses Tipping Fees	100.1206.6550.280	11,146		Overage in Tipping Fees & Electricity
6	Consulting Services Professional Fees	100.1206.6530.100		(9,815)	Transfer to Cover Bldg Site Expenses
7	Capital Equipment Other	100.1206.9010.060		(1,331)	Transfer to Cover Bldg Site Expenses
Department Name/Number: Health Dept/1301			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	General Fund, Health Department, Administrative Expense	100.1301.200.6100.165	339		Funds needed to cover conference cost for health officer
2	General Fund, Health Department, Advertising	100.1301.200.6700.025		(339)	Advertising savings to cover administrative expense
3	General Fund, Health Department, Other Maint. & Svcs	100.1301.320.6700.250	17,371		Funds needed to cover cost of private internet provider necessary for HVAC operations
4	General Fund, Health Department, Building Site Expenses General Maintenance Repairs	100.1301.320.6550.090		(17,371)	Building site savings to cover Other Maint. & Svcs
Department Name/Number: Recreation/1601			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Vehicle Operating Expenses	100.1601.400.6540.030	400		Funds needed to cover the cost of vehicle maintenance
2	Building Site Expenses	100.1601.400.6550.080		(400)	Funds needed to cover the cost of overspending in vehicle maintenance
Department Name/Number: Library/1603			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Advertising	100.1603.200.6900.025	51		This expense was added by County for Pocomoke Library project
2	Office Supplies	100.1603.200.6100.190		(51)	Office supply savings to cover advertising fees
Department Name/Number: Extension Office/1701			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Administrative Expenses	100.1701.6100.010	521		Telephone Expense to cover Overage in Administrative Expense
2	Building Site Expense Telephone	100.1701.6550.270		(521)	Decrease Telephone to cover Admin Expenses

ITEM 23 REVISED

Department Name/Number: Economic Development/1801			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Capital Equipment Software	100.1801.9010.170	214		Expenses Dues to Cover Software Over Expenditure
2	Administrative Expense Incentives	100.1801.6100.150		(214)	Transfer from Administrative Expenses Dues to Cover Software Over Expenditure
3	Equipment Maintenance Copier Lease	100.1801.6130.010	480		Transfer from Admin Expense to cover overage in copier lease
4	Administrative Expense Incentives	100.1801.6100.150		(480)	Transfer from Admin Expense to cover overage in copier lease
5	Vehicle Operating Expenses Maintenance	100.1801.6540.030	107		Transfer Savings from Travel, Training & Mileage to cover vehicle maintenance
6	Travel, Training & Expense Mileage	100.1801.7000.115		(107)	Transfer Savings from Travel, Training & Mileage to cover vehicle maintenance
7	Building Site Expense: Telephone	100.1801.6550.270	445		Transfer Consulting savings to cover overage in Telephone Expenses
8	Consulting Services	100.1801.6530.040		(445)	cover overage in Telephone Expenses
Department Name/Number: Tourism/1803			Whole Dollars Only, Round UP to nearest Dollar		
	Account Name	NWS Acct No. (include location if available)	Budget \$ Add	Budget \$ Subtract	Explanation
1	Supplies & Equipment Promotional Materials	100.1803.200.6110.310		(4,449)	Transfer Savings in Supplies & Equipment
2	Advertising Tourism	100.1803.200.6900.055	4,229		Transfer Savings in Supplies & Equipment to cover Advertising
3	Vehicle Operating Expenses	100.1803.200.6540.020	220		Transfer Savings in Supplies & Equipment to cover Vehicle Exp
4	Equipment Maintenance Software Licensing	100.1803.200.6130.060		(1,569)	Transfer Savings from Software to Electricity
5	Building Site Expenses Electricity	100.1803.420.6550.060	1,569		Transfer Savings from Software to Electricity
6	Supplies & Equipment Promotional Materials	100.1803.200.6110.310		(892)	Transfer Savings in Supplies & Equipment to Admin Dues
7	Admin Expenses Dues, License & Subscription	100.1803.200.6100.100	892		Transfer Savings in Supplies & Equipment to Admin Dues
	TOTAL TRANSFERS		557,277	(557,277)	



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: September 30, 2024
SUBJECT: Fiscal Year 2024 Reserve for Assigned Encumbrances

The Reserve for Encumbrances is required as part of the General Fund annual audit, which would set aside or commit funds for contracts and purchase orders that will be fulfilled in a subsequent fiscal period. During July and August expenses are recorded back to June 30, 2024 and at fiscal year-end, encumbrances still open are accounted for as a reservation of fund balance. I have reviewed the requests from each of the Department and Agency heads for assigned encumbrances and have made some adjustments where needed.

Attached for your review and the County Commissioners approval is the FY2024 encumbrance request detail as outlined below and the total request is \$1,260,326.

Page 2– totals \$1,260,326 and is for approved projects, expenditures and matches for easements. Of that amount \$778,148 is related to vehicles and equipment that were not received in FY24 and \$129,239 of encumbrance requests are for easement match commitments.

Any approved encumbrance/proposed purchase must follow procurement rules and any purchase that exceeds \$25,000 must be reviewed by the county procurement officer and approved by the Commissioners.

Attachments

ITEM 24 REVISED

FY2024 BUDGET ENCUMBRANCE REQUEST

ENCUMBRANCE REQUEST-CURRENTLY APPROVED PROJECTS (UNCOMPLETED AT 6/30/24):

	Department	General Ledger Account No.	Project Description	Remaining funds to Encumber as of 6/30/24	Meeting Date Approved by Commissioners
1	Commissioners -Admin	100.1001.6150.050	Uniform Logo Shirts ordered June/received July	610	FY24 Budget
2	Human Resources	100.1007.090.6530.080	Consulting Services Physicals & Drug Testing Invoices for FY24 received in September	1,015	Approved in FY24 budget just received 2 invoices for payment (physical, drug test & drug screens)
3	DRP	100.1008.6530.040	Consulting Services - Comprehensive Plan	90,974	FY24 Budget
4	Environmental Programs	100.1010.6530.140	WS Plan - DBF Contract	71,089	FY23 Encumbrance request
5	Natural Resources	100.1702.7130.030	Environmental Conservation Services Rural Legacy Match	80,780	Matching Funds from FY24
6	Natural Resources	100.1702.7130.040	MALPF Easment for FY24 invoiced and paid in September	48,459	MALPF Easement budgeted in FY24/Invoice received & paid Sept 24
7	Sheriff Office	100.1101.030.6110.190	Law Enforcement Equip - breach kits - ordered Jan 2024	21,976	Approved as item in FY24 budget
8	Sheriff Office	100.1101.030.9010.010	Cap Equip New Vehicles - 1 FY24 veh not yet delivered/paid for	51,719	Approved as item in FY24 budget
9	Sheriff Office	100.1101.040.9010.060	Capital Equip Other - incinerator	37,781	Approved as item in FY24 budget
10	Sheriff Office	100.1101.040.9010.060	Capital Equip Other - incinerator shelter	11,019	Approved as item in FY24 budget
11	Sheriff Office	100.1101.030.9010.010	Capital Equip - ARV	321,833	Approved as item in FY24 budget
12	Sheriff Office	100.1101.030.9010.020	Veh Use/Other Areas - funds approved here in FY24 as labor cost for upfitting FY24 vehicles	32,509	labor costs for FY24 vehicles not yet upfitted
13	Sheriff Office	100.1101.030.6540.040	Veh Reg - 1 FY24 vehicle not yet delivered	100	For (1) FY24 not yet delivered (Tahoe 4x4)
14	Sheriff Office	100.1101.030.6110.125	Equip repair - radar displays for repair - ordered May 2024 from Applied Concepts	1,054	display units for radar repairs
15	Sheriff Office	100.1101.030.6150.010	Bullet-proof vests - ordered May 2024 from Municipal Emergency Svcs	3,691	3 vests for July academy hires
16	Sheriff Office	100.1101.030.6150.050	Uniforms - ordered May & June 2024 from Howard Uniform & Emblem Ent	6,934	coats/ pants shirts, hats, straps, patches
17	Emergency Services	100.1102.044.0910.020 (FY23)	Public Safety Equipment - just received the vehicle & still needs upfitting	12,844	Approved in FY24 budget
18	Maintenance	100.1201.9010.070	Outfitting of new truck delivered end of June. Snow Plow, safety lights, tool box, mats and accessories.	14,735	This truck was budgeted in FY23 with the funding encumbered for FY24. The truck arrived the end of June 2024.
19	Maintenance	100.1201.9010.010	Vehicle approved in FY24 arrived in FY25	46,214	FY24 truck arrived in July
20	DPW - Roads Division	100.1202.9010.010	Vehicle approved in FY24 arrived in FY25	46,314	FY24 truck arrived in July
21	DPW - Roads Division	100.1202.9010.010	FY24 Dump Truck	232,673	11/21/23
22	DPW - Roads Division	100.1202.6600.025	Gum Point Road Engineering Services	10,030	Amount remaining to be paid for engineering services for this project
23	Worcester Commission on Aging	100.1410.350.9010.010	Transit Bus Match for Commission on Aging	19,207	Matching Local Funds for Purchase of Transit Bus Encumbered from FY24
24	Pocomoke City Development Corp	100.1402.7100.137	Approved Encumbrance at the 9/17/24 Meeting	96,766	Motion Approved to Grant PCDC Encumbered Funds from FY23 & FY24 Pocomoke City Infrastructure Grant
Total:				\$ 1,260,326	



Worcester County Government
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MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: September 24, 2024
RE: Resolution to establish paramedic scholarship program

In an attempt to improve recruitment efforts, staff have worked with representatives of the Worcester County Fire Chief's Association to propose the attached resolution establishing a paramedic scholarship program. The scholarship program would cover 80% of the paramedic tuition rate at Wor-Wic Community College. Scholarship recipients will sign a tuition reimbursement agreement committing to work or volunteer for an EMS agency in Worcester County for at least 24 months post-graduation. While the scholarship was initially approved as a pilot program in 2019, this resolution would make it an annual program subject to funding appropriations. There is \$8,000 in the FY25 budget for the scholarship program.

Attachments

Page 2-3 – Proposed resolution
Pages 4-8 – Information from 2019

ESTABLISHING THE WORCESTER COUNTY

PARAMEDIC SCHOLARSHIP PROGRAM

WHEREAS, the County Commissioners of Worcester County, Maryland ("the Commissioners") have determined the need for well-trained paramedics to serve the residents and visitors throughout Worcester County; and

WHEREAS, the Commissioners wish to establish a scholarship program to offer tuition reimbursement in each fiscal year in which funding is available, up to the amount of the approved budget funding each fiscal year to obtain their paramedic certification;

WHEREAS, the Commissioners will evaluate the program each fiscal year to determine whether or not to continue to fund the program in the next fiscal year; and

WHEREAS, the program is subject to annual funding appropriations by the Commissioners, the long-term goal is to aid in staffing shortages of paramedics serving Worcester County residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. A Paramedic Scholarship Program is hereby established to offer tuition reimbursement in each fiscal year in which funding is allocated and approved during the budgetary process and any amendments thereof to be awarded to students each year from entities that are providing Emergency Medical Services to the residents and visitors of Worcester County as dispatched by either the Worcester County Department of Emergency Services 911 Center or the Ocean City, Maryland Communications Center.
2. Requirements:
 - A. The student must be providing Emergency Medical Services in Worcester County, Maryland either as a volunteer or career provider.
 - B. The student shall successfully complete any pre-requisites required by the Paramedic educational program and submit a letter of acceptance into said Paramedic program.

The student cannot enroll or start the Paramedic Educational Program and expect reimbursement without first receiving an approval letter from Worcester County Human Resources.

- C. The student shall submit letter(s) from each entity in which they are currently volunteering or employed providing emergency medical services in Worcester County and the intent for them to remain employed or volunteering after the completion of their paramedic certification. Said letter will be signed by the President or Ocean City/Pocomoke City Human Resources Director, and EMS Captain or equal rank of each entity.
- D. The scholarship shall reimburse expenses only covering tuition, fees, books, and supplies directly related to the Paramedic Certification Class. The maximum scholarship award shall be 80% of the current paramedic tuition rate of an in-county student at Wor-Wic Community College.
- E. The student shall submit all receipts, a transcript verifying successful completion of their certification, and a W9 form to the Worcester County Human Resources to be processed for reimbursement through the Paramedic Scholarship Program.
- F. This is a one-time scholarship and the recipient cannot receive more than one scholarship award through the Paramedic Scholarship Program.
- G. The sponsoring EMS agency or agencies shall provide a letter stating as to their specific requirements to satisfy the 24-month service requirement which shall be signed by the President, or Ocean City/Pocomoke City Human Resources Director, and EMS Captain or equal rank of each entity.
- H. The student shall sign a Tuition Reimbursement Agreement committing to work or volunteer for an Emergency Medical Service agency or agencies that provide Emergency Medical Services as defined in Section 1 for at least twenty-four (24) months post-graduation. If the student fails to provide Emergency Medical Services in the roll of a paramedic for less than twenty-four (24) months to the satisfaction of said entity; the student shall be required to reimburse the County for the full amount of the scholarship awarded.

20

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OFFICE OF THE
COUNTY COMMISSIONERS

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CHIEF ADMINISTRATIVE OFFICER
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COUNTY ATTORNEY

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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 9, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Resolution to Establish Fire Company Pilot Paramedic Scholarship Program

As you are aware, at their Budget Work Session on May 14, 2019, the County Commissioners approved funding in the amount of \$8,000 in the FY20 County Operating Budget to fund tuition reimbursement to up to two students each year from among the ten Chartered Volunteer Fire Companies in Worcester County in order to obtain their paramedic certification at Wor Wic Community College. The attached draft resolution formally establishes the Worcester County Volunteer Fire Company Pilot Paramedic Scholarship Program effective retroactively to July 1, 2019 in case either of the proposed recipients have enrolled in classes for the Fall semester at Wor Wic Community College.

Please present this resolution to the County Commissioners for their review and approval. If you should have any questions or concerns with regard to this matter, please feel free to contact me.

With regard to the Committee Reviewed FY20 Emergency Services budget, a motion by Commissioner Bunting and seconded by Commissioner Elder to remove all 76 radios for the Board of Education (BOE) to be installed within the buses was later withdrawn. Following some discussion and upon a subsequent motion by Commissioner Bunting, the Commissioners unanimously approved 76 non-public safety radios, and one base station for the BOE office, and associated installation costs of \$260 each for the BOE for a total cost of \$141,171. Upon a motion by Commissioner Bunting, the Commissioners unanimously decreased the request for EMS portable radios from 50 to 25. Upon motions by Commissioner Bertino, the Commissioners unanimously approved the request for 40 non-public safety radios for Fire/EMS and 10 XG75PE radios for use within the Sheriff's Office. For a total FY20 budget of \$2,978,651 for Emergency Services.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 County Jail budget of \$9,394,169.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Fire Marshal's Office budget of \$525,576.

With regard to the Committee Reviewed FY20 Volunteer Fire Departments budget, upon a motion by Commissioner Bertino, the Commissioners unanimously denied the staff recommended reduction of \$378,410 for supplemental funding within Account No. 7080.010 Fire and Ambulance County Grant to Fire Companies. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the staff recommended increase of \$410,000 within Account No. 7080.020 Fire and Ambulance County Grant to Ambulance Companies. Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to fund the supplemental funding for the fire companies contingent upon the availability of Local Impact Grant (LIG) funds from table games. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to increase the LOSAP award program as proposed. Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the addition of \$8,000 within Account No. 7080.xxx EMT Paramedic Tuition Reimbursement Program to fund two scholarships as proposed by the Commissioners. The Commissioners approved the final budget of \$7,467,215 for Volunteer Fire Departments. *

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Public Works Maintenance Division budget of \$1,104,421.

With regard to the Committee Reviewed FY20 Public Works Roads Division budget, upon a motion by Commissioner Bertino, the Commissioners approved Account No. 9010.010 Capital Equipment New Vehicles, minus the cost of one dump truck. Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Committee Reviewed FY20 Public Works Roads Division budget of \$3,762,738.

The Commissioners answered questions from the press, after which they adjourned to meet again on May 21, 2019.

Worcester County Volunteer Fire Company – Paramedic Scholarship Program

Pilot a scholarship program in fiscal year 2020 to offer tuition reimbursement for 2 students from among the 10 chartered volunteer fire companies in Worcester County to obtain their paramedic certification at Wor-Wic Community College.

The President of the Worcester County Fire Chiefs' Association will send to the Worcester County Chief Administrative Officer a request letter on official letterhead, with the selection of 2 students to receive a scholarship for completing the Wor-Wic undergraduate certificate in Emergency Medical Services – Paramedic program.

If the pilot scholarship program is successful and the Paramedic Scholarship Program is approved and funded to continue, then the long term goal would be to select a student from each of the 10 chartered volunteer fire companies in Worcester County over five fiscal years 2020-2024 and that the graduating student remain employed by a chartered volunteer fire company in Worcester County for at least 24 months after graduating with their paramedic certification. If a Fire Company does not have a need, they can pass to another chartered volunteer fire company in the County that has a need.

Requirements:

- 1) Annual funding of this scholarship program by the County Commissioners shall be subject to the annual budget appropriation process and strictly conditioned thereon.
- 2) If approved, the Paramedic Scholarship Program will become effective for fiscal year 2020, covering the period of July 1, 2019 through June 30, 2020. The Paramedic Scholarship Program will be evaluated after the first year.
- 3) Eligible students must reside in Worcester County.
- 4) The student must successfully complete the Wor-Wic Community College undergraduate certificate in Emergency Medical Services-Paramedic program. The student cannot enroll or start classes before the Paramedic Scholarship Program has been approved and the student has been selected to receive a scholarship.
- 5) The scholarship will reimburse expenses covering in-state tuition, fees, books, and supplies for the program. The current costs include \$2,599 in-state tuition/fees and \$525 for books and supplies for a total of \$3,124. The scholarship will reimburse up to a maximum of \$4,000 in direct expenses for in-state tuition, fees, books, and supplies for the program as may be necessary to cover increased fees by Wor-Wic.
- 6) The student will submit all receipts, a transcript from Wor-Wic Community College verifying successful completion of the program, and a W9 form to the County Human Resources Director for reimbursement from the Paramedic Scholarship Fund.
- 7) This is a one-time scholarship and the recipient cannot receive more than 1 scholarship.
- 8) A chartered volunteer fire company in Worcester County shall require the student to commit to work for a chartered volunteer fire company in Worcester County for a minimum of twenty four (24) months post-graduation. If the student leaves the employment of a chartered volunteer fire company in Worcester County in less than twenty four (24) months, the student will be responsible for reimbursing the scholarship funds to Worcester County which may then become available to be used to fund another scholarship. Before award of a scholarship, the student shall sign a tuition reimbursement agreement with the Fire Company and the County.

**ESTABLISHING THE WORCESTER COUNTY VOLUNTEER FIRE COMPANY
PILOT PARAMEDIC SCHOLARSHIP PROGRAM**

WHEREAS, the County Commissioners of Worcester County, Maryland (“the Commissioners”) have determined the need for well-trained paramedics in each of the Chartered Volunteer Fire Companies serving the residents and visitors throughout Worcester County; and

WHEREAS, the Commissioners wish to establish a pilot scholarship program to offer tuition reimbursement in each fiscal year in which funding is available to be awarded to up to two students each year from among the ten Chartered Volunteer Fire Companies in Worcester County in order to obtain their paramedic certification at Wor Wic Community College; and

WHEREAS, the Commissioners will evaluate the pilot program each fiscal year to determine whether or not to continue the program in the next fiscal year; and

WHEREAS, if the pilot program is successful and subject to annual funding appropriations by the Commissioners, the long term goal is to select a student from each of the ten Chartered Volunteer Fire Companies in Worcester County over a period of five years so that one member from each Chartered Volunteer Fire Company has an opportunity to participate in this program.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. A Pilot Paramedic Scholarship Program is hereby established to offer tuition reimbursement in each fiscal year in which funding is available to be awarded to up to two students each year from among the ten Chartered Volunteer Fire Companies in Worcester County in order to obtain their paramedic certification at Wor Wic Community College.
2. Subject to annual funding appropriations by the Commissioners, the long term goal is to select a student from each of the ten Chartered Volunteer Fire Companies in Worcester County over five fiscal years from Fiscal Year 2020 (FY20) to Fiscal Year 2024 (FY24) provided that the student remains employed by a Chartered Volunteer Fire Company in Worcester County after they complete certification. If a Chartered Volunteer Fire Company does not have a need, they can pass to another Chartered Volunteer Fire Company in the County that has a need.
3. Each year in which funding for the pilot program is approved in the annual fiscal year budget, the President of the Worcester County Fire Companies Chiefs' committee will send on letterhead to the Chief Administrative Officer of Worcester County the selection of two students to receive a scholarship for completing the Wor Wic undergraduate certificate in Emergency Medical Services - Paramedic program.
4. Requirements:
 - A. The student must reside in Worcester County, Maryland upon enrollment in the Program and completing certification.
 - B. The student shall successfully complete the Wor Wic Community College undergraduate certificate in Emergency Medical Services (“Certification Class”).

The student cannot enroll or start the Certification Class prior to the Pilot Paramedic Scholarship Program being approved and they have been selected for the Pilot Paramedic Scholarship Program.

- C. The scholarship shall reimburse expenses covering In-State tuition, fees, books, and supplies directly related to the Certification Class. The maximum scholarship award shall be \$4,000 per recipient.
- D. The student shall submit all receipts, a transcript from Wor Wic Community College verifying successful completion of their certification, and a W9 form to the Worcester County Human Resources Director to be processed for reimbursement through the Pilot Paramedic Scholarship Program.
- E. This is a one-time scholarship and the recipient cannot receive more than one scholarship award through the Pilot Paramedic Scholarship Program.
- F. The student shall sign a Tuition Reimbursement Agreement committing to work for a Chartered Volunteer Fire Company in Worcester County for at least twenty four (24) months post-graduation. If the student leaves the employment of a Worcester County Volunteer Fire Company in less than twenty four (24) months, the student shall be required to reimburse the County for the full amount of the scholarship awarded.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect nunc pro tunc July 1, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

DRAFT



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr. Vice PRESIDENT
 Caryn Abbott
 Theodore Elder
 Eric J. Fiori
 Joseph 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

September 19, 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
- Judith Giffin – **Resigned** - Commission for Women

Commissioner Purnell – You have One (1) position open:

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Bunting - You have One (1) position open:

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Abbott – You have One (1) position open:

- Kathleen Palmer – **Resigned** – Commission for Women

Commissioner Mitrecic – You have One (1) position open:

- Bill Paul – **Resigned** – Building Code Appeals Board

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) Replacement available, see attachment.

(2)-Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

(3) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member vacancy available. Delegate Hartman has two recommendations.

(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

(3 - Total): Commission for Women:

(3) Resigned -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott) -

Resigned

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 Keener, Director
 Development Review & Permitting (410-632-1200, ext. 1123)

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	15-19-23 Resigned
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>
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

Ex-Officio Members

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

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 26

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	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
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
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

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)
 Bobbi Sample (17-23)

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

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

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

Appointed by: County Commissioners

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

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

Compensation: None

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

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

Staff Contact: Lower Shore Workforce Alliance
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	Melanie Pursel (18-*20)
Kaye Holloway (95-04)	Ivy Wells (20-21)(21-public appt.)
Joanne Lusby (00-05)	Jason Cunha (*16-23)
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenny (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

* = Appointed to fill an unexpired term

**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
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 Resigned
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 Resigned
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27

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

SOIL CONSERVATION DISTRICT SUPERVISORS

Reference: PGL - Agriculture, '8-302 - Annotated Code of Maryland

Appointed by: 1 member appointed by County Commissioners
4 members appointed by State Soil Conservation Committee

Function: Supervisory
Conduct surveys, investigation, research relating to soil erosion prevention and control; disseminate information; conduct demonstration projects; carry out preventive measures; provide financial aid; acquire and maintain property; provide contracting services to landowners.

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

Compensation: \$25 per meeting plus mileage (set by State Soil Conservation Committee)

Meetings: 1 per month

Special Provisions: Must attend at least 50% of regular meetings

Staff Contact: Doug Jones, District Manager, Maryland Dept. of Agriculture (632-5439, ext.112)

Current Members:

Anthony DiPaulo	Stockton	02-07, 07-12
David Hudson, Chair	Bishopville	90-94, 94-98, 98-03, 03-08, 08-13
Edward Phillips	Snow Hill	03-08, 08-13
W. Dan Redden	Pocomoke	61-63* 63-65 65-67 67-69 69-71 71-75 75-79 79-83 83-87 87-91
Gregory P. Wilkins **	Berlin	91-96 96-01-06-11, 11-16-*18-21

Prior Members: Since 1972

Roger Richardson
Curtis Shockley
Lester Shockley
Richard Jones
Clinton Hudson
Elwood Waters (86-06)
William Sirman (94-99)
Gerald Holloway (60-00)
Lester Shockley, Jr. (06-10)
Kirk Carmean (10-16)
Eugene Magee (17)

* = Appointed to fill an unexpired term
** = Commissioners= Appointment (others appointed by other bodies)

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



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

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 SAVAGE
DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE LESLIE
COUNTY ATTORNEY

October 1, 2024

Executive Secretary Loretta Collins
 State Soil Conservation Committee
 Maryland Department of Agriculture
 50 Harry S. Truman Parkway
 Annapolis, MD 21401
Loretta.collins@maryland.gov

Dear Ms. Collins:

The Worcester County Commissioners recently learned that Worcester County Soil Conservation District member Gregory Wilkins missed five meetings or 42% of Worcester SCD Board meetings last year. Mr. Wilkins is a longtime, committed Worcester SCD member and a surveyor who is often called on to testify at Worcester County Board of Zoning Appeals (BZA) meetings. It is our understanding that Mr. Wilkins' absences were not due to a lapse in his commitment to serve on the Worcester SCD, but because the SCD meetings took place concurrent to BZA meetings at which he had been called upon to testify.

We fully support authorizing Mr. Wilkins to continue serving on the Worcester SCD. As a professional land surveyor who is licensed by the state in stormwater management design, his knowledge and experience make him a vital asset to the Worcester SCD, especially with regard to the review of tax ditches. Therefore, we urge you to waive the annual minimum meeting requirement for Mr. Wilkins in instances in which both the SCD and BZA meetings overlap.

If you would like to discuss this matter further, you are welcome to contact me or Chief Administrative Officer Weston Young at the address and phone number listed above.

Sincerely,

Anthony W. Bertino, Jr.
 President

cc: Chelsea Tyson



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

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: September 26, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on September 12, 2024 and September 19, 2024. Thank you.

Notice of Public Hearing
Worcester County
FY 2025 Requested Operating Budget Amendment

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2025 General Fund Operating Budget Amendment on:

Tuesday, October 1, 2024 at 10:30 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The requested FY2025 operating budget amendment is a result of the Maryland Department of Health's reduction in the FY25 Local Core Funding Match Requirement. Copies of the detailed budget are available in the County Commissioners' Office, Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

WORCESTER COUNTY
2025 REQUESTED OPERATING BUDGET AMENDMENT

Increase the following line items:

- 100.1090.070.9010.040 Capital Equipment IT Equipment \$2,500,000
100.1985.8100.010 Transfer Out to Other Funds \$1,482,229
100.1985.8100.020 Interfund Budget Stabilization \$1,617,219

Decrease the following line items:

- 100.1301.200.7130.020 Matching Appropriation Health Department State Share \$5,599,448



Worcester County Administration

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

APPROVED

WSY 09/03/24

TO: County Commissioners
Weston S. Young, Chief Administrative Officer

FROM: Kim Reynolds, Budget Officer

DATE: August 26 2024

RE: FY25 Request to Advertise Public Hearing – FY25 Budget Amendment

In July 2024, the Secretary of the Maryland Department of Health approved an amendment to Worcester County's FY25 Local Core Funding Match Requirement. The Local Core Match was adopted in Worcester County's FY25 budget in the amount of \$11,022,108 and has been reduced to \$5,422,660. A budget amendment is proposed for the FY25 operating budget to reduce the Health Department Core funding by \$5,599,448.

Administration has identified several critical projects listed below for consideration in the budget amendment process. The total of the three projects requested below is \$3,982,229. The remaining available funding in the amount of \$1,617,219 is proposed to be held in Fund Balance for future funding needs.

- \$2,500,000 Countywide IT Camera Upgrades which would replace the current camera system and recording server.
- \$750,000 Riddle Farm Water Plant and Tower Rehabilitation.
- \$732,229 to restore the funding requested for the Riddle Farm Bypass Interconnect which was cut from the FY25 budget.

Requesting for approval to advertise holding a Public Hearing on October 1, 2024 to amend the FY25 operating budget.

Attachments:

Countywide IT Camera Upgrades Project – Pages 2-3

Riddle Farm Water Plant and Tower Rehabilitation Project – Pages 4-5

Riddle Farm WWTP Bypass to Ocean Pines WWTP Project – Pages 6-7

Small Project Request: Countywide IT New Camera Upgrade Project

Project Director (Name & Title): Brian Jones

Phone Number: 410-632-9301

Project Objectives/Need: Replacement of countywide camera system. This project includes replacement of several cameras, additional cameras where needed and a countywide recording server. This project will also include replacement wiring as well as additional cabling as needed. We intend to send an RFP to interested vendors.

Proposed Start/End Date of Project: FY25

Location of Project: All county remote buildings as well as the Government Center and Courthouse. Remote facilities include but not limited to the Rec Center, States Attorney's Office, Public Works Buildings, the Landfill, Animal Control as well as all libraries. Please note, the Jail has already been completed under a previous project.

Benefits of completing this project (This might include cost savings or service improvements): At present time our current camera server is end of life and has reached its limits of camera capacity. We have several cameras not in code of compliance with federal and local laws. All cameras branded as HikVision must be removed and destroyed as they cannot be resold or listed on Gov Deals.

EXPENDITURES	FY 25	FY 26	Total Expenditures
Engineering/Design			0
Land Acquisition			0
Site Work	2,500,000		2,500,000
Construction			0
Equipment/Furnishings			0
Other - Please Specify			0

TOTAL EXPENDITURES	2,500,000	0	2,500,000
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SOURCES OF FUNDS	FY 25	FY 26	Total Funds
General Fund	2,500,000		2,500,000
User Fees			0
Grant Funds			0
State Match			0
State Loan			0
Assigned Funds			0
Private Donation			0
Other - Please Specify			0

TOTAL SOURCE OF FUNDS	2,500,000	0	2,500,000
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Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this a Federal or State mandate? We hired a consultant to give us suggestions and ideas for camera vendors as well as identifying all current cameras out of compliance. There is a mandate to remove all cameras manufactured by Chinese owned organizations. We have identified several cameras and camera recorders that must be replaced that fit this criteria.

County benefit.

Does the County benefit as a whole from this project or is there a specific group of residents that will benefit from this project? The county benefits as a whole as well as those residents that visits any of our government offices. Cameras add a level of security and safety to employees and visitors.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineer's estimate? Is it based on similar projects? Please provide back up documentation. We hired a security consultant. We are unable to provide a more accurate estimate as no RFP has been released. We only have verbal estimates based on 4 potential camera vendors that performed a live presentation on their products and what features they offer.

Project success.

What measures will be put in place to determine the success of the project? We intend to work very closely with whichever vendor is chosen. We also plan on weekly meetings to discuss the project in detail once it gets started. We hope to form a committee consisting of the Sheriffs Office, Admin, Emergency Services, IT and Maintenance to assure all county needs are met.

Urgency.

Is this project critical? Will there be a significant impact if the project is delayed? What is the useful life of this project? This project is critical to the safety and security of the county offices. We currently have a camera server that may fail at any time due to the age and end of life status. There is no maintenance agreement with our current applications and hardware provider. We estimate a useful life of about 7 years when replaced. We intend to create a continued replacement plan on future cameras based on age and or model life. We intend to add the new hardware to the responsibility of IT to oversee future upgrades and or replacements as needed. We must create a chain of responsibility to endure a successful migration for this project and those that may come after it.

Small Project Request: Riddle Farm Water Treatment Plant & Tower Rehabilitation

Project Director (Name & Title):

Dallas Baker Jr., P.E. - Director of Public Works

Phone Number:

410-632-5623

Project Objectives/Need: Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper functionality and high quality water treatment capabilities moving forward.

Proposed Start/End Date of Project: FY25/FY26

Location of Project: Riddle Farm WTP (Riddle Farm Service Area)

Benefits of completing this project (This might include cost savings or service improvements):

Extending the life of an important water treatment plant and storage tower that is currently offline. The proper functionality of this plant will reduce the need for drinking water to be supplied via the Ocean Pines Service Area.

EXPENDITURES	FY25	FY 26	Total Expenditures
Engineering/Design			0
Land Acquisition			0
Site Work			0
Construction	750,000		750,000
Equipment/Furnishings			0
Other - Please Specify			0

TOTAL EXPENDITURES	750,000	0	750,000
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SOURCES OF FUNDS	FY 25	FY 26	Total Funds
General Fund	750,000		750,000
User Fees			0
Grant Funds			0
State Match			0
State Loan			0
Assigned Funds			0
Private Donation			0
Other - Please Specify			0

TOTAL SOURCE OF FUNDS	750,000	0	750,000
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Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this a Federal or State mandate?

Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper functionality and high quality water treatment capabilities moving forward.

County benefit.

Does the County benefit as a whole from this project or is there a specific group of residents that will benefit from this project?

Extending the life of an important water treatment plant and storage tower that is currently offline.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineer's estimate? Is it based on similar projects? Please provide back up documentation.

Cost estimate was developed based off of an inspection done by the County's trusted water tower consultant, MWB Tanks.

Project success.

What measures will be put in place to determine the success of the project?

The ability for the plant to be turned online and provide an adequate volume of high quality drinking water to the Riddle Farm Service Area via the Riddle Farm WTP and water tower.

Urgency.

Is this project critical? Will there be a significant impact if the project is delayed? What is the useful life of this project?

Yes, this project is critical. Yes, the significant impact of delaying this project further is that meter reading could take longer, customer service could go down, time for billing to be collected to go back to pen/paper which could take months. Waiting will increase the deterioration and increase rehabilitation cost.

CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Install a sewer forcemain bypass line to allow untreated wastewater to flow from the Riddle Farm Service Area to the Ocean Pines WWTP for treatment. This will allow for the Riddle Farm WWTP to be bypassed during emergency plant shutdowns and future rehabilitation without the need for pumping & hauling operations. This will also eliminate the risk of sanitary sewer overflows that are a risk during plant shutdown or failure.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
 No

Is there a Federal or State mandate related to this project? If so, please elaborate:
 No direct mandates, but DPW is at risk of violating discharge permits if pumping & hauling operations continue or if a plant failure resulted in sewer overflows at the plant.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?:
 No

What is the useful life of the asset/project?:
 30-40 years

Will this project generate revenue?:
 Yes, this will allow for the Riddle Farm WWTP to stay in-service during the plant rehabilitation.

	FY 25	FY 26	FY 27	FY 28	FY 29	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	3,090,000							3,090,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	3,090,000	0	0	0	0	0	0	3,090,000

	FY 25	FY 26	FY 27	FY 28	FY 29	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund	2,000,000							2,000,000
User Fees								0
Grant Funds (Congressional funding)	1,090,000							1,090,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG								0
TOTAL	3,090,000	0	0	0	0	0	0	3,090,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and install a sewer force main running from the Riddle Farm WWTP to the Ocean Pines WWTP. This scope was determined due to the need for the interconnect of the two plants so that raw, untreated sanitary sewerage can be treated during the Riddle Farm WWTP upgrades and during emergency situations that could impact plant operations. The Riddle Farm WWTP has been having issues treating wastewater effectively over the past few years due to ineffective membranes. This project will allow for wastewater to still be treated while the plant is taken offline for rehabilitation.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. Additional plant resiliency will be introduced to the Riddle Farm Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the demand of water from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an engineering study completed by GMB. This is a project specific estimate based off of real time materials and construction costs. Costs are subject to change in the future due to market volatility and inflation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Yes, this bypass forcemain needs to be done first to allow for raw, untreated wastewater to be directed to another treatment plant while the Riddle Farm WWTP has to be taken offline for rehabilitation.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible so that raw wastewater flow can be routed to another WWTP while the Riddle Farm WWTP is taken offline for rehabilitation or repairs.



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

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: September 4, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on September 12, 2024 and September 19, 2024. Thank you.

Notice of Public Hearing
Worcester County
FY 2025 Requested Operating Budget Amendment

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2025 General Fund Operating Budget Amendment on:

Tuesday, October 1, 2024 at 10:30 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The requested FY2025 operating budget amendment is a result of the Maryland Department of Health's reduction in the FY25 Local Core Funding Match Requirement. Copies of the detailed budget are available in the County Commissioners' Office, Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

WORCESTER COUNTY
2025 REQUESTED OPERATING BUDGET AMENDMENT

Increase the following line items:

- 100.1090.070.9010.040 Capital Equipment IT Equipment \$2,500,000
100.1985.8100.010 Transfer Out to Other Funds \$1,482,229
100.1985.8100.020 Interfund Budget Stabilization \$1,617,219

Decrease the following line items:

- 100.1301.200.7130.020 Matching Appropriation Health Department State Share \$5,599,448

RESOLUTION NO. 24-____
RESOLUTION BUDGET AMENDMENT
FOR FISCAL YEAR 2025

Recitals

- A. Worcester County Code CG Section 4-201, the County Commissioners adopted a Resolution on June 4, 2024 adopting the expense budget and establishing the tax rate for Fiscal Year 2025.
- B. The County Commissioners have identified an additional expense to be included in Fiscal Year 2025 expense budget.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

- 1. The County Commissioners adopt a budget amendment for Fiscal Year 2025 that the Fiscal Year 2025 budget be modified as follows:
 - a. Increase the following line item:
 - Capital Equipment IT Equipment – Countywide Camera Project by \$2,500,000.
 - Transfer out to Other Funds – Riddle Farm Water Plant Tower Rehabilitation by \$750,000
 - Transfer out to Other Funds – Riddle Farm Bypass Interconnect by \$732,229
 - Transfer to Surplus/Budget Stabilization – \$1,617,219
 - b. Funds decreased in the Health Department Local Core Funding Match of \$5,599,448.

AND BE IT RESOLVED that this Resolution will become effective October 1, 2024.



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

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: September 26, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on September 12, 2024 and September 19, 2024. Thank you.

NOTICE OF PROPOSED CHANGE IN ZONING

NORTH SIDE OF PURNELL CROSSING ROAD
EAST OF BISHOP LANE ROAD, BERLIN
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 445 has been filed by Kristina Watkowski on behalf of Thomas C. Mason and Shelley Mason, property owners, for an amendment to the Official Zoning Maps to change approximately 18.54 acres of land located on the northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road, in the Third Tax District of Worcester County, Maryland, from RP Resource Protection District to A-1 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a PUBLIC HEARING

on TUESDAY, OCTOBER 1, 2024 AT 10:35 A.M.

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

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 445 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 445 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.



APPROVED

WSY 08/20/24

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: August 13, 2024
Re: Rezoning Case No. 445 – Thomas C. and Shelley M. Mason, Property Owners and
Kristina L. Watkowski, Attorney

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 445. A draft public hearing notice is attached.

Ms. Watkowski, on behalf of her clients, has filed Rezoning Case No. 445, seeking to rezone approximately 18.54 acres out of 80.95 acres of land currently zoned RP District to A-1 Agricultural District. The property is located on Tax Map 23, Parcel 2, on the northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road. The case was reviewed by the Planning Commission at its meeting on August 1, 2024, and was given a favorable recommendation. Attached you will also find the Planning Commission's written Findings of Fact and Recommendation.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 445

APPLICANTS:

**Thomas Christopher Mason and Shelley M. Mason
10610 Siren Lane
Berlin, MD 21811**

ATTORNEY FOR THE APPLICANT:

**Kristina Watkowski and Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

August 1, 2024

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 445, filed on May 24, 2024.
- B. APPLICANT: Thomas Christopher Mason and Shelley M. Mason
10610 Siren Lane
Berlin, MD 21811

ATTORNEY: Kristina Watkowski and Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 23, Parcel 2, Tax District 3
- D. SIZE: The petitioned area consists of 18.54 acres out of an approximately 80.95-acre parcel.
- E. LOCATION: Northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road.
- F. CURRENT USE OF PETITIONED AREA: The petitioned area is currently an unimproved, wooded parcel. It was the subject of a Timber Harvest permit in 1997. There is a gravesite located on the subject parcel as outlined on the attached Burial Site Data Form prepared by James Trader. A three-lot minor subdivision application is currently under review.
- G. CURRENT ZONING CLASSIFICATION: RP Resource Protection District.

As defined in the Zoning Code, the intent of this district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.
- H. REQUESTED ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage

and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

- I. **APPLICANT'S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the petitioned area RP Resource Protection District on November 3, 2009.
- J. **ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, the property was included in the RP Resource Protection District.
- K. **SURROUNDING ZONING:** Adjoining properties to the east, west and south are zoned A-1 Agricultural District. Properties to the north are zoned RP Resource Protection District.
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category. A small portion of the parcel (not within the petitioned area) is located within the Green Infrastructure Land Use Category where it borders Franklin Swamp. Pertinent objectives from the Plan have been highlighted in the staff report presented to the Planning Commission.
- M. **WATER AND WASTEWATER:** According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell's records indicate that the petitioned area recently underwent a seasonal soils evaluation, and five sewage reserve areas have been identified on the survey provided with the application. The approved areas are sufficient to support residential use.
- N. **ROAD ACCESS:** The petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. It is located approximately 0.5 miles west of Libertytown Road (MD Route 374).

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

Kristina Watkowski, applicant's attorney, Frank Lynch, Jr., professional land surveyor, Chris Mason and Shelley Mason, property owners, were present for the review. Mrs. Watkowski requested that the Staff Report be incorporated into the record. She

stated that the application seeks to rezone less than a quarter of the overall parcel from RP Resource Protection District to A-1 Agricultural District, while retaining the remaining lands in RP District. She noted that the Masons were long-time Worcester County residents; Mrs. Mason had worked for the Board of Education, and Mr. Mason is part of a generational farming family. They are good stewards of the land and have the intention of subdividing the petitioned area for their growing family.

Mrs. Watkowski stated that when zoning was first established in 1964, the parcel was zoned A-1 Agricultural District. It retained this zoning until 2009 when it was zoned RP Resource Protection District. The property had a former dwelling on it, there is a burial site, and was used for timber harvesting. She explained her understanding of the process of rezoning RP lands in 2009, which involved using resources such as wetland delineation maps, identification of forested parcels and other available means. She stated that a mistake was made because the county did not have the wetland delineation information for this parcel at that time to show the uplands. She noted that Maryland Department of the Environment (MDE) has reviewed and verbally approved the wetland delineation. While it is possible that there are additional areas of uplands on the remaining parcel, the applicant is not requesting a rezoning of those lands, only that which is proposed for the subdivision.

As this request is not based on a change in the character of the neighborhood, testimony to that effect is not required. However, Mrs. Watkowski stated that it will be consistent with the surrounding neighborhood, which is predominantly zoned A-1 District, with wetlands to the north delineating the RP District boundary.

With respect to compatibility with the 2006 Comprehensive Plan, Mrs. Watkowski notes that the petitioned area is in the Agriculture Land Use category. The remaining lands will remain in the RP District, where the Green Infrastructure Land Use category can be found. By rezoning only the petitioned area, the owners intend to preserve and maintain the existing environmental features and forested areas, which contribute to quality of life and that of the ecosystem. Mrs. Watkowski stated that while the proposed use of land is not a consideration for the rezoning, she explained the intent for the subdivision of the property, as it was shown on the surveys included as part of the application and an application had been filed with the county for review. The property owners are proposing to subdivide three farmette lots, which are positioned in a cluster or hub near the road. She reiterated the environmental benefits - that the remaining forested areas will perpetuate clean air, water and soil. The property is outside of the Critical Area, will be subject to a Forest Conservation Plan, and is located half a mile from a Priority Funding Area. The A-1 District only allows a maximum of 5 lots to be subdivided, so there will be minimal public impact. There were no comments from the Board of Education relative to the impact on the school system. She noted that there will be no public water and sewer infrastructure to serve these properties. Regarding transportation patterns, there will be no significant increase. Farm vehicles are common along back roads such as this one, and vehicles frequently move over to share the road.

There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system.

Mrs. Watkowski reiterated that the zoning designation in 2009 was as accurate as it could be given the available resources, but the new wetland delineation provides the details that weren't known at the time. She noted that the surrounding area consisted of a mix of agricultural structures and single-family dwellings. In describing the purpose and intent statement of the RP District, she noted that most of the parcel will be protected. By only rezoning the petitioned area to the A-1 District, she stated that the application would be in conformance with the 2006 Comprehensive Plan and will continue to protect the sensitive areas via zoning and forest conservation controls.

Mr. Lynch, professional land surveyor, stated that he had worked with Spencer Rowe to develop the subdivision plat. He agreed with the statements made by Mrs. Watkowski relative to the project's conformance with Comprehensive Plan. The request is conservative by only asking for a portion of the uplands to be rezoned, and he agreed that the intent is to preserve the remaining lands. Regarding whether a mistake was made in the zoning designation, he agreed that it had and that the proposed rezoning is in conformance with the current Comprehensive Plan and the direction in which the county seems to be growing for future planning.

Mrs. Wimbrow concurred with the description of how the RP District boundaries were delineated in 2009. She noted that while the proposed boundary line was not typical for zoning, it is described with metes and bounds so the boundaries are clearly described. Mrs. Drew inquired about the septic reserve areas and the intent for the proposed lots. Mr. Mason stated that two of the lots would be given to their children. While the Planning Commission acknowledged that they could not restrict the subdivision to family only, they were supportive of providing for future generations.

Following the discussion, a motion was made by Mrs. Knight, seconded by Ms. Ott, and carried unanimously to find the proposed amendment to rezone the petitioned area from RP Resource Protection District to A-1 Agricultural District consistent with the Comprehensive Plan based on a mistake in the zoning of the property, and forward a favorable recommendation to the Worcester County Commissioners.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because the argument was based on a mistake that a definition of the neighborhood was not applicable. However, they concurred that the zoning would be consistent with the surrounding neighborhood of agricultural structures and single-family dwellings.

- B. Regarding population change: The Planning Commission concluded that there has been no significant change in the population in the vicinity of the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as there is no public water and sewer infrastructure planned to serve the petitioned area, and the proposed lots will be served with private well and septic systems. Additionally, there were no comments provided by the Board of Education relative to impacts on the school system, nor from the fire company or Sheriff's Office.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. Testimony acknowledged that farm vehicles are common along back roads such as this one, and vehicles frequently move over to share the road. There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system. Based upon its review, the Planning Commission found that there will be no negative impact on the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is currently undeveloped, and the surrounding land uses include limited residential development and agricultural uses. The petitioned area is proposed to be limited to the uplands portion of the property which had been field delineated and confirmed with Maryland Department of the Environment. The property owners intend to preserve and maintain the existing environmental features and forested areas, which contribute to quality of life and that of the ecosystem in the RP District via zoning and forest conservation controls. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District is compatible with the existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the 2006 Comprehensive Plan, the petitioned area is located within the Agricultural Land Use designation, while the remaining lands will remain in the RP District, which is where the Green Infrastructure Land Use category can be found. Based upon its review, the Planning Commission found that the proposed rezoning to the A-1 Agricultural District is compatible with the

Comprehensive Plan and in keeping with its goals and objectives, specifically as the Plan recommends the continuance of the dominance of agriculture and forestry throughout the County's less developed regions.

IV. PLANNING COMMISSION RECOMMENDATION

In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Commission found that until 2009 the subject property had always been zoned for agriculture, and due to the use of wetland guidance maps, the removal of the former homestead and the history of timber harvesting, it was placed in the RP Resource Protection District. Current field wetland delineations are more accurate, and the petitioned area has been identified as uplands. Based upon its review, the Planning Commission concluded that the A-1 Agricultural District zoning is more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 445, seeking a rezoning of the petitioned area from RP Resource Protection to A-1 Agricultural District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT**REZONING CASE NO. 445**

PROPERTY OWNER: Thomas Christopher Mason and Shelley M. Mason
10610 Siren Lane
Berlin, MD 21811

ATTORNEY: Kristina Watkowski and Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 23, Parcel 2, Tax District 3

SIZE: The petitioned area consists of 18.54 acres out of an approximately 80.95-acre parcel.

LOCATION: Northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road.

CURRENT USE OF PETITIONED AREA: The petitioned area is currently an unimproved, wooded parcel. It was the subject of a Timber Harvest permit in 1997. There is a gravesite located on the subject parcel as outlined on the attached Burial Site Data Form prepared by James Trader. A three-lot minor subdivision application is currently under review.

CURRENT ZONING CLASSIFICATION: RP Resource Protection District.

As defined in the Zoning Code, the intent of this district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.

REQUESTED ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

APPLICANT’S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the petitioned area RP Resource Protection District on November 3, 2009.

ZONING HISTORY: At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, the property was included in the RP Resource Protection District.

SURROUNDING ZONING: Adjoining properties to the east, west and south are zoned A-1 Agricultural District. Properties to the north are zoned RP Resource Protection District.

COMPREHENSIVE PLAN:

The County’s Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in § ZS 1-113(c)(3) and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and associated land use map, the petitioned area lies within the Agricultural Land Use Category. A small portion of the parcel (not within the petitioned area) is located within the Green Infrastructure Land Use Category where it borders Franklin Swamp. Regarding the Agricultural Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county’s way of life. The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses... Residential and other conflicting land uses although permitted are discouraged.” (Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county’s less developed regions.
3. Maintain the character of the county’s existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
6. Infill existing population centers without overwhelming their existing character.

8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
12. Develop green infrastructure system.
19. Limit rural development to uses compatible with agriculture and forestry.
20. Direct new development in growth areas to planned communities.

(Pages 12, 13)

In Chapter 3, Natural Resources, the Plan states that “Worcester County’s natural resources are valued for quality of life, environmental, economic, public health, and aesthetic reasons. The tourism, forestry, and agriculture industries rely on natural resources. These industries are the county’s economic backbone. Natural resources provide valuable services such as flood protection, pollution assimilation, water quality, and clean air that benefit public health and safety as well as the Coastal and Chesapeake Bays’ productivity.”

“Forests are a good example of a natural resource’s direct and indirect benefits to the county. The forestry industry contributes jobs and income to the economy. The county’s aesthetic appeal relies heavily on our forested and field cropped landscape. Trees have documented economic value. Trees cycle nutrients, conserve water, and improve soil quality” (Pages 31-32).

Pertinent objectives include the following:

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques.
2. Instill environmental stewardship as a universal ethic.
3. Identify and protect environmentally sensitive areas.
4. Restore and/or enhance natural resource functions where possible.
5. Reduce imperviousness of existing and new development.
8. Conserve resources by reducing unnecessary consumption.
9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

(Page 33)

In Chapter 7 – Transportation, the Comprehensive Plan states that “[t]he county’s rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due

to their configuration, rural roads within this plan's growth areas will require improvements to handle the expected additional traffic." (Page 80)

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6/W-6 (no planned service) in the Master Water and Sewerage Plan. Mr. Mitchell's records indicate that the petitioned area recently underwent a seasonal soils evaluation, and five sewage reserve areas have been identified on the survey provided with the application. The approved areas are sufficient to support residential use.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are AsA – Askecksy loamy sand and KsA – Klej loamy sand. As illustrated on the attached soil map, the westerly portion of the petitioned area is poorly drained with hydric soils, while the easterly portion of the petitioned area is moderately well drained.

EMERGENCY SERVICES: Fire and ambulance service will be available from the Berlin Volunteer Fire Company approximately 6.2 miles from the subject property. No comments were received from the fire company regarding this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 7.5 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately 14 miles away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. It is located approximately 0.5 miles west of Libertytown Road (MD Route 374). No comments were received from the County Roads Division of the Department of Public Works. The Maryland Department of Transportation, State Highway Administration commented that the proposed rezoning there will not have a negative impact on the surrounding state roadway network.

SCHOOLS: The petitioned area is within Zone 3 of the Worcester County Public School Zones and is served by the following schools: Buckingham Elementary School, Berlin Intermediate School, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is located outside of the Chesapeake Bay Critical Area (CBCA). Any anticipated subdivision activity will be subject to the Forest Conservation Law. The Forest Conservation Plan provided illustrated 18.5 acres of clearing.

FLOOD ZONE: The FIRM map (24047C0150H, effective July 16, 2015) indicates that the petitioned area of the property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard), with the northerly portion located in flood zone A.

PRIORITY FUNDING AREAS: The petitioned area is not within a designated Priority Funding Area (PFA). The closest PFA is Libertytown approximately 0.5 miles east.

INCORPORATED TOWNS: This property is approximately 4 miles from the Town of Berlin.

ADDITIONAL COMMENTS RECEIVED: The following agencies submitted responses with no comment (attached):

- Email from Will Dyer, DNR.
- Email from Chris Clasing, P.E., Department of Public Works.
- Email from Matt Owens, Fire Marshal and Director of Emergency Services.
- Email from Lt. Earl Starner, Maryland State Police.

!!**IMPORTANT**!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant’s definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant’s definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State’s impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

1 GRAVE & VAULT

"THOMAS SMITH FARM"

County WORCESTER **ITEM 28**

BURIAL SITE DATA FORM

(Pursuant to Section 14-121, Real Property Article, Annotated Code of Md.)
Effective 10/1/1994
& Tax-Property Article, Section 2-213

3/7/99 VISIT
DATE: 6/17/1998

RIVERIDE FARM

NAME OF SITE (Family, Church, etc) SUSAN C. BURBAGE CEMETERY (WO-77)

LOCATION: Election District 3 Tax Map No. 23 Parcel No. 2 (80 ACS) ^{LOT 2}

Road Name PURNELL CROSSING ROAD

Directions to Site FROM JCTN. OF MD. 374 + PURNELL'S CROSSING RD. AT LIBERTYTOWN, GO N.W. ON PURNELL CROSSING RD. 0.85 MILE (4488') TO DIRT RD. ON RIGHT (N.E.) THRU CUT OVER WOODLAND; GO N.E. ON DIRT RD. 490' TO 1ST DIRT RD. ON RIGHT. FOLLOW DIRT RD. S.E. TO A BLAZE MARKED TREE, THEN CONTINUE S.E. 190' TO SINGLE GRAVE STONE ON N.E. LOWER PART OF THE SLOPING LAND TO THE S.W. OF THE DIRT RD.; TREES RECENTLY HARVESTED IN AREA.

PROPERTY OWNER (If known) RALPH L. MASON, JR. (410-641-0067)

Address P.O. Box 100, NEWARK, MD. zip 21841

Grid No. 18

DOCUMENTATION OF BURIAL SITE Md. Grid Coordinates: 1285 East; 184 North

Deed reference FWH 224:664; FWH 90:14; CWN 10:313; JEB 17:52; ODC 11:423; BB 30:202; FHP 6:418; FHP 5:293

Subdivision Name & Plat Record _____

Will or Estate Record MERRILL D. SMITH ESTATE (ODC 11:423 - THIS LAND - LOT 2) ^{3 LOTS}

Genealogical Publication ^① "CEM. RECORDS OF WOR. CO.", RUTH T. DRYDEN (1988), PG. 5, PG. 30 ^{CEM. WO-77}

^② MILLARD F. HUDSON; 1979; PG. 77; 11/3/1926 INVENTORY (SEE SOIL MAP 14)

PERSON PROVIDING INFORMATION James R. Trader

Address 528-B Alabama Ave., Phone 410-860-2364

Salisbury, Md. zip 21801-5765

COPIES TO:

- 1. County Dept. of Assessments & Taxation SITE PLAN - OVER →
- 2. Mr. Frank Gonce GRAVE DATA - OVER →
Supervisor, Map Division Phone: (410) 225-5765
- 3. Planning & Zoning Commission

4. OWNER

Md. State Dept. of Assessments
Room 902, 301 West Preston St.
Baltimore, Md. 21201

PERIWINKLE GROUND COVER OVER MUCH OF THE HIGHER LAND TO S.W. OF GRAVE AREA. DAFFODILS ALSO FOUND HERE AND NEAR OLD HOME SITE. SEVERAL OLD CARS ABANDONED ON SITE. RECENT TIMBER HARVEST & FALLON TREES NEAR GRAVESTONE - NO DAMAGE NOTED.

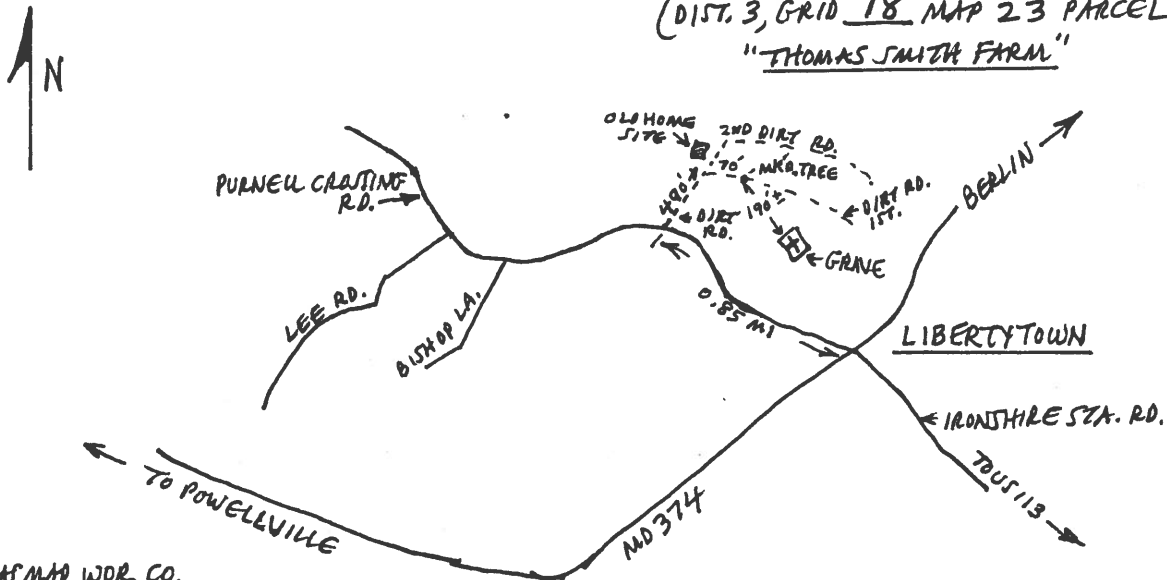
10/24/94 (JRT)

SUSAN C. BURBAGE CEMETERY

N.E. OF PURNELL CROSSING ROAD (ON CUT OVER WOODLAND)

N.W. OF RT. 374, LIBERTYTOWN

DIRT. ENTR. RD. IS 0.85 MILE (4488') N.W. OF RT. 374

(DIST. 3, GRID 18 MAP 23 PARCEL 2)"THOMAS SMITH FARM"SEG 1877, ATLAS MAP, WOR. CO.
DIST. 9, WEST BERLINREF(2) OF GEO. SMITH

NE + NW OF PURNELL CROSSING RD.

BAPTIST CHURCH TO WEST OF GEO. SMITH FARM

(SEE SOIL MAP 14)

GRAVESTONE DATA (MARBLE STONE) (VAULT LOCATED BY PROBE) (PERIWINKLE GROWING OVER A LARGE AREA)

SUSAN C. BURBAGE, WIFE OF EMORY H. b. 9/2/1843 d. 2/1/1881 (HIS 1ST WIFE)

NOTES

- JOHN HASTINGS + ELIZABETH SELBY - 4/27/1841 WOR. CO. MARR. LICENSE
a. DAU. SUSAN C., MARR. EMORY H. BURBAGE - 5/2/1868 WOR. CO. (HAD 2 CHILDREN; HIS 1ST WIFE)
- THOMAS SMITH MARR: ELIZABETH BURBAGE - 2/23/1850 WOR. CO.
a. HH 699, 1850 WOR. CO. CENSUS - EMORY H. BURBAGE, AGE 2, IN HH
- JOHN HASTINGS + ELIZABETH SELBY
a. 1850 WOR. CENSUS, HH 400, 3RD DIST. - (7 IN HH); SUSAN C., AGE 5
b. 1860 WOR. CENSUS, HH 901, BERLIN DIST. (9 IN HH); SUSAN C., AGE 15
- EMORY H. BURBAGE + SUSAN C. HASTINGS
a. 1870 WIC. CO. CENSUS, HH 40, DERRICKSON'S X ROADS (PITTSVILLE)
BURBAGE, EMORY, 28, M, BLACKSMITH R.E. \$100
" , SUSAN, 25, F, K. HSE.
" , ELLA, 1, F (SON, ERNEST E. b. 5/13/1874) - 1880 CENSUS
- EMORY H. BURBAGE, b. 1/15/1848 d. 3/31/1903; BUR. BURBAGE-WHITE CEM., TIMMONS RD., WIC. CO.
a. 1880 WIC. CO. CENSUS - POWELLVILLE DIST., 6/1/1880, HH 35, PAGE 35
1. EMORY H. 32; SUSAN C., 33; (+ 3 DAUS + 2 SONS NAMED)
- DEED 8/18/1894, FHP NO. 5:293 - BEGIN AT A POST AT S.E. CORNER OF THE BAPTIST CHURCH LOT,
PART OF TRACTS "CONFIRMATION" + "GRAPE ISLAND" (SEE 1877 ATLAS MAP, DIST. 9, W. BERLIN)
(SEE "WOR. CO. LAND RECORDS, 1666-1910", RUTH T. OXYDEN, PAGES 130, 271 + 462; MAP 26 ON PG. 755)



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: Jennifer Keener, AICP, Director, DDRP

From: Robert J. Mitchell, LEHS, REHS/RS
 Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RJM", is written over the name of the sender.

Subject: **EP Staff Comments on Rezoning Case No. 445**
 Worcester County Tax Map 23, Parcel 2
 Reclassify approximately 18.94 acres out of 80.95 acres
 From RP Resource Protection District to A-1 Agricultural District

Date: 7/19/24

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties surrounding this property to the south, east and west. The northernmost portion of the property has a Green Infrastructure land use designation as it borders Franklin Swamp to the north and connects to lands containing significant Public Drainage Association (PDA) ditch branches (Libertytown and Timmonstown) that feed that swamp, which in turn feeds the upper Pocomoke River. Part of the intent of the Green Infrastructure designation is that “Greenways improve water quality, provide flood control and maintain the county’s rural and coastal character”.
2. We have recently tested and approved (year 2023) a total of five (5) sewage reserve areas for the subject property. All of those tested locations are adjacent to Purnell Crossing Road and within the petitioned area for zoning reclassification. The approved areas will each be sufficient to serve a residential use. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*.
3. We have received a minor subdivision plat of this property for a three (3) lot subdivision and given that preliminary approval from our Environmental Programs Division. Any subdivided lot will need to have the sewage area within the proposed lot to conform to minimum ownership standards under the Code of Maryland Regulations (COMAR). The plat as presented does conform to that standard. The subdivision plat also included a Forest Conservation Plan (FCP) for review. At this point our Natural Resources Division has reviewed the plan, but have reserved final comments. The FCP provided calls for 18.5 acres of clearing. This amount of clearing elevates the project to a major site plan. Based on the proposed clearing, a Forest Stand

ITEM 28

Delineation (FSD) will be required. We have not received a FSD at this time. The purpose of the FSD is to identify priority forest for retention and factors including FIDS (Forest Interior Dwelling Species), threatened or endangered species, specimen or champion trees, soil types, perennial streams etc. We expect that the owner's consultant will address these issues in the FSD. This property has been timbered in the past, save the northernmost portion that carries a Green Infrastructure land use designation.

4. We would also note there is a burial site on the property and have passed on that property information to the owner's representative. There was an old homesite drawn into the gravesite map as well as two old logging roads.

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

Jennifer Keener

From: Jennifer Keener
Sent: Wednesday, June 12, 2024 11:36 AM
To: Jennifer Keener
Subject: FW: Rezoning Case #445

From: Jeffrey Fritts <JFritts@mdot.maryland.gov>
Sent: Wednesday, June 12, 2024 11:20 AM
To: April Mariner <amariner@co.worcester.md.us>
Cc: Steve Orth <steven.orthfire@gmail.com>; Robert Rhode <rrhode@co.worcester.md.us>; Billy Birch <bbirch@co.worcester.md.us>; Chris Clasing <cclasing@co.worcester.md.us>; Dallas Baker <dbaker@co.worcester.md.us>; Daniel Wilson <DWilson12@mdot.maryland.gov>; Garth McCabe <garth.mccabe@usda.gov>; Kevin Lynch <klynch@co.worcester.md.us>; LHtaylor@worcesterk12.org; earl.starner@maryland.gov; Matt Owens <mowens@co.worcester.md.us>; Matthew Crisafulli <mcrisafulli@co.worcester.md.us>; Melanie Pursel <mpursel@co.worcester.md.us>; Rebecca Jones <rjones@maryland.gov>; Robert Mitchell <bmitchell@co.worcester.md.us>; Will Dyer <Will.Dyer@maryland.gov>
Subject: Rezoning Case #445

April,

After a review of rezoning case #445, SHA determined that there will be no negative impact to the surrounding State roadway network.

Thanks,



Jeff Fritts
Inspector
Access Management
410.677.4039 **office**
443.397.5063 **mobile**
Jfritts@mdot.maryland.gov

Maryland Department of Transportation
660 West Road, Salisbury, MD 21801

Jennifer Keener

From: Jennifer Keener
Sent: Thursday, July 18, 2024 2:54 PM
To: Jennifer Keener
Subject: FW: Agency Memo Case #445

From: Earl Starner -State Police- <earl.starner@maryland.gov>
Sent: Thursday, July 18, 2024 2:46 PM
To: April Mariner <amariner@co.worcester.md.us>
Subject: Re: Agency Memo Case #445

No comments from MSP.

On Thu, Jul 18, 2024 at 9:10 AM April Mariner <amariner@co.worcester.md.us> wrote:

Good Morning, just a reminder that comments are due tomorrow July 19th for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.

April L. Mariner

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: amariner@co.worcester.md.us

Phone: 410-632-1200 x1172

Fax: 410-632-3008

Website: www.co.worcester.md.us

Jennifer Keener

From: Jennifer Keener
Sent: Friday, June 14, 2024 7:48 AM
To: Jennifer Keener
Subject: FW: Rezoning Case #445

From: Will M. Dyer -DNR- <will.dyer@maryland.gov>
Sent: Thursday, June 13, 2024 12:43 PM
To: April Mariner <amariner@co.worcester.md.us>
Subject: Re: Rezoning Case #445

Hi April, I have no issues with the proposed rezoning changes to Case #445.

Thank you

On Wed, Jun 12, 2024 at 10:31 AM April Mariner <amariner@co.worcester.md.us> wrote:

Please find attached a comment request for Rezoning Case #445.

April L. Mariner

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: amariner@co.worcester.md.us

Phone: 410-632-1200 x1172

Fax: 410-632-3008

Website: www.co.worcester.md.us

Jennifer Keener

From: Jennifer Keener
Sent: Thursday, July 18, 2024 9:54 AM
To: Jennifer Keener
Subject: FW: Agency Memo Case #445

From: Matt Owens <mowens@co.worcester.md.us>
Sent: Thursday, July 18, 2024 9:48 AM
To: April Mariner <amariner@co.worcester.md.us>
Subject: RE: Agency Memo Case #445

I have no comments on this rezoning request.

Matt



Matthew Owens, CFI, CFPS
 Fire Marshal
 Director of Emergency Services

[\(410\) 632-5666\(Office\)](tel:(410)632-5666) | [\(410\) 632-1311](tel:(410)632-1311)
[\(443\) 783-0071 \(Mobile\)](tel:(443)783-0071) | [\(410\) 632-5664 \(Fax\)](tel:(410)632-5664)
co.worcester.md.us/departments/firemarshal
mowens@co.worcester.md.us
[1 West Market St - Room 1302 - Snow Hill, MD 21863](http://1WestMarketSt-Room1302-SnowHillMD21863)

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: April Mariner <amariner@co.worcester.md.us>
Sent: Thursday, July 18, 2024 9:10 AM
To: Robert Rhode <rrhode@co.worcester.md.us>; Chris Clasing <cclasing@co.worcester.md.us>; Dallas Baker <dbaker@co.worcester.md.us>; Daniel Wilson <dwilson12@mdot.maryland.gov>; Garth McCabe <garth.mccabe@usda.gov>; Kevin Lynch <klynch@co.worcester.md.us>; Lou Taylor (<LHtaylor@worcesterk12.org>); Lt. Earl Starnier <earl.starnier@maryland.gov>; Mark Crampton <mcrampton1@mdot.maryland.gov>; Matt Owens <mowens@co.worcester.md.us>; Matthew Crisafulli <mcrisafulli@co.worcester.md.us>; Melanie Pursel <mpursel@co.worcester.md.us>; Rebecca Jones <rjones@maryland.gov>; Robert Mitchell <bmitchell@co.worcester.md.us>; Will Dyer <Will.Dyer@maryland.gov>
Subject: Agency Memo Case #445

Good Morning, just a reminder that comments are due tomorrow July 19th for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.

Jennifer Keener

From: Jennifer Keener
Sent: Thursday, June 13, 2024 7:40 AM
To: Jennifer Keener
Subject: FW: Rezoning Case #445

From: Chris Clasing <cclasing@co.worcester.md.us>
Sent: Thursday, June 13, 2024 7:14:54 AM
To: April Mariner <amariner@co.worcester.md.us>
Cc: Kevin Lynch <klynch@co.worcester.md.us>; Dallas Baker <dbaker@co.worcester.md.us>; Tony Fascelli <tfascelli@co.worcester.md.us>
Subject: RE: Rezoning Case #445

Good morning April,

No comments from DPW at the moment for Rezoning Case #445. Thank you for the opportunity to review.

Thank you,
Chris Clasing

Christopher S. Clasing, P.E.
Deputy Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, MD 21863
410-632-5623



From: April Mariner <amariner@co.worcester.md.us>
Sent: Wednesday, June 12, 2024 10:32 AM
To: Robert Rhode <rrhode@co.worcester.md.us>; Chris Clasing <cclasing@co.worcester.md.us>; Dallas Baker <dbaker@co.worcester.md.us>; Daniel Wilson <dwilson12@mdot.maryland.gov>; Garth McCabe <garth.mccabe@usda.gov>; Kevin Lynch <klynch@co.worcester.md.us>; Lou Taylor (<LHtaylor@worcesterk12.org> <LHtaylor@worcesterk12.org>); Lt. Earl Starnier <earl.starnier@maryland.gov>; Mark Crampton <mcrampton1@mdot.maryland.gov>; Matt Owens <mowens@co.worcester.md.us>; Matthew Crisafulli <mcrisafulli@co.worcester.md.us>; Melanie Pursel <mpursel@co.worcester.md.us>; Rebecca Jones <rjones@maryland.gov>; Robert Mitchell <bmitchell@co.worcester.md.us>; Will Dyer <Will.Dyer@maryland.gov>
Subject: Rezoning Case #445

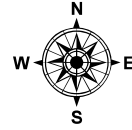
Please find attached a comment request for Rezoning Case #445.

April L. Mariner
Office Assistant V

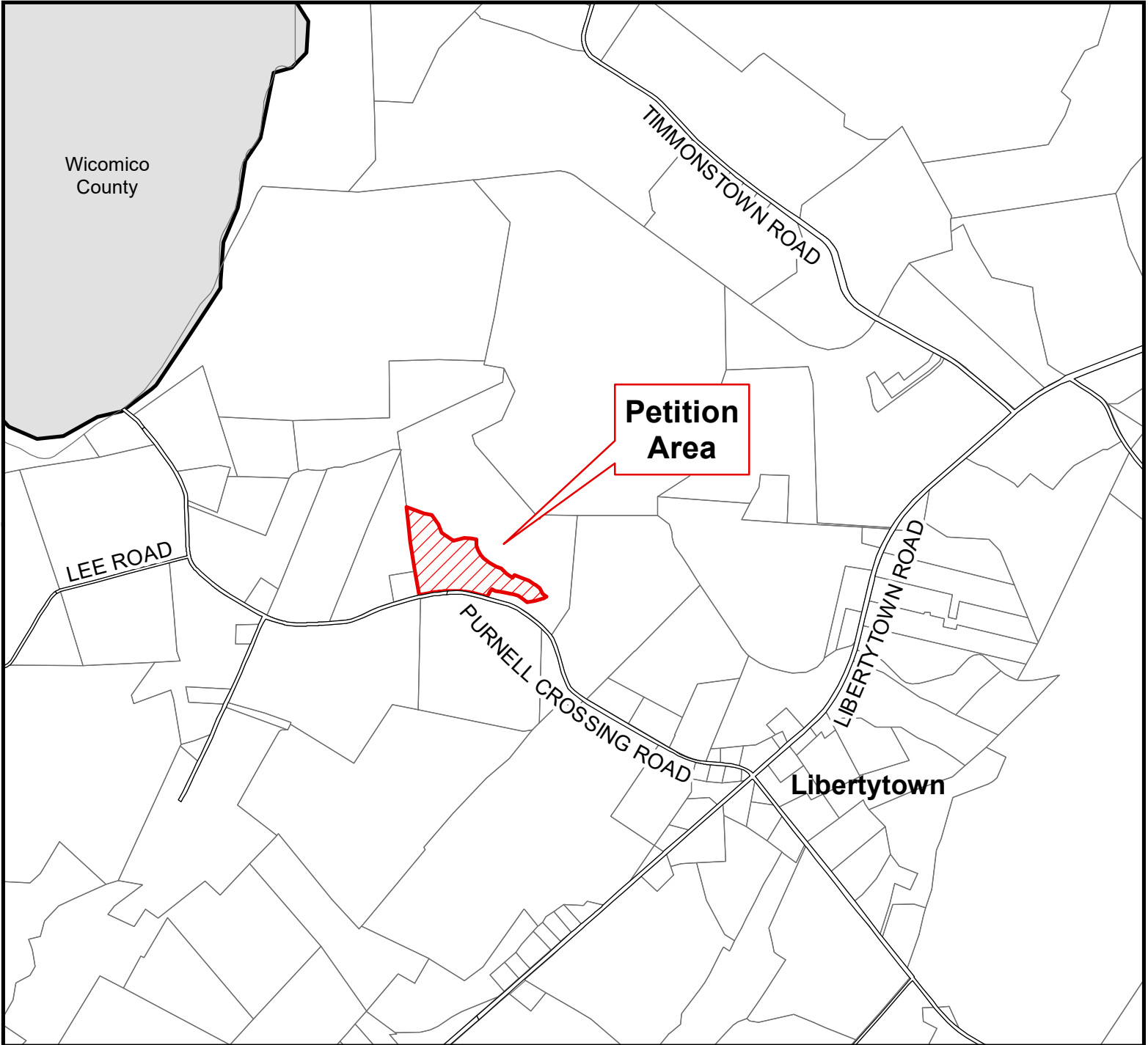
WORCESTER COUNTY, MARYLAND



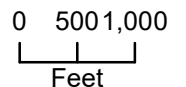
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2024



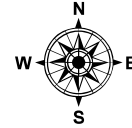
Source: GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

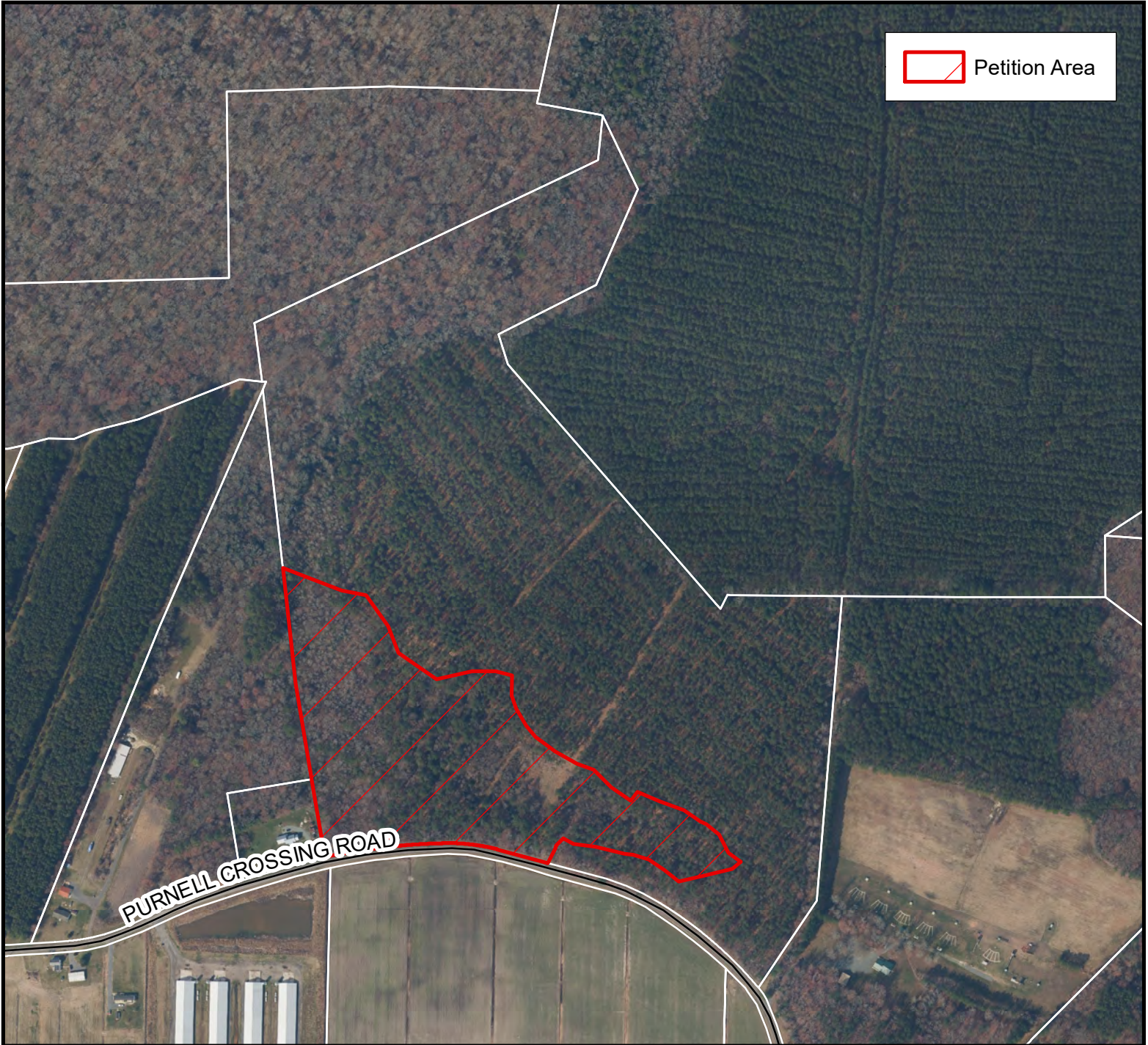
WORCESTER COUNTY, MARYLAND



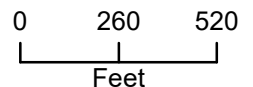
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2024



Source: 2022 Aerial Imagery

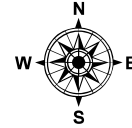
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

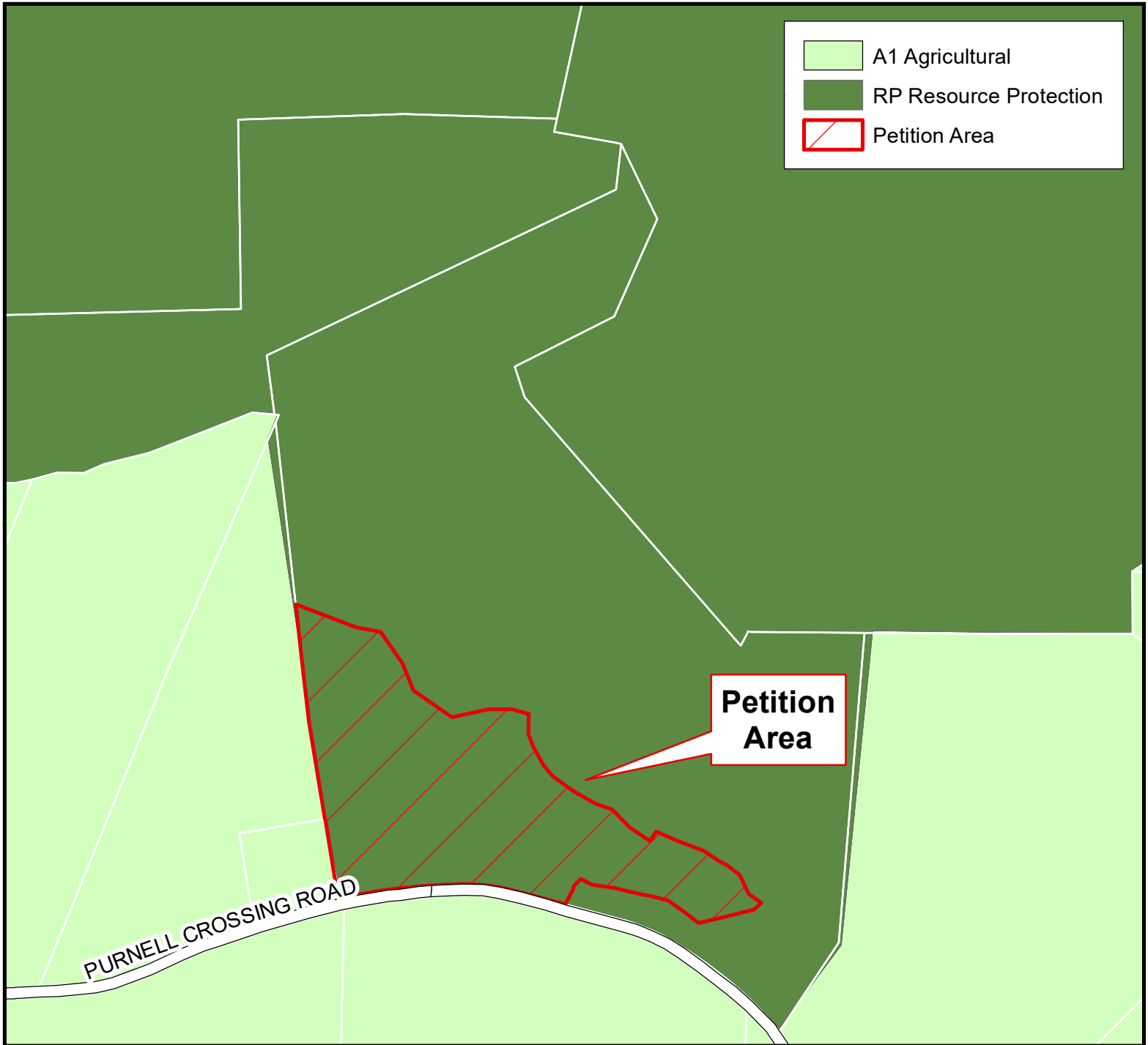
WORCESTER COUNTY, MARYLAND



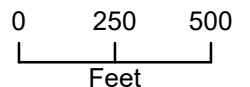
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



ZONING MAP



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Technical Services Division - Prepared June 2024



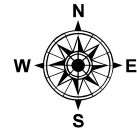
Source: 2009 Official Zoning Map Layer
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

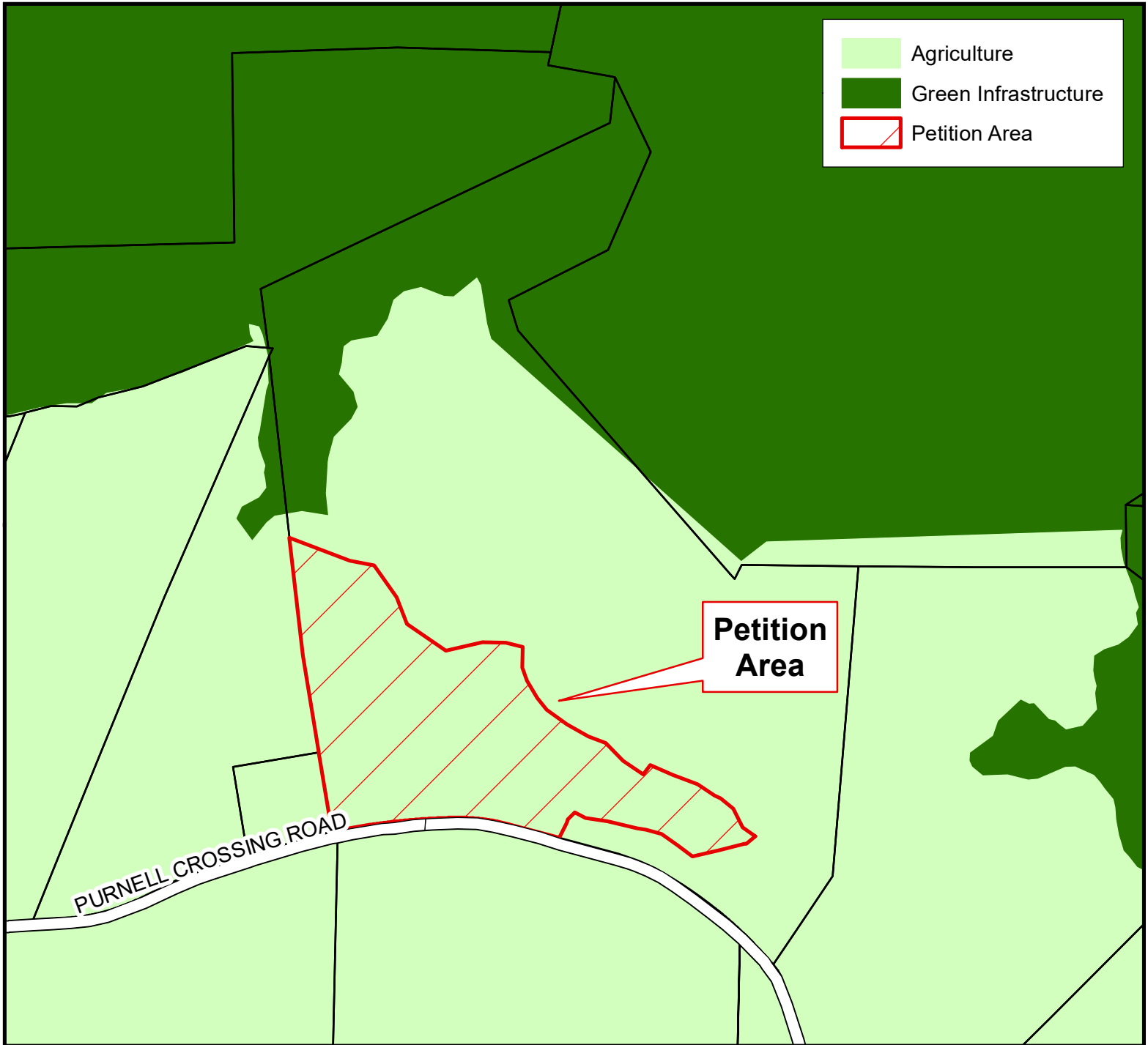
WORCESTER COUNTY, MARYLAND



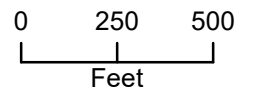
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



LAND USE MAP



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Technical Services Division - Prepared June 2024



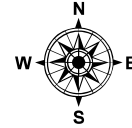
Source: 2006 Official Land Use Map Layer
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

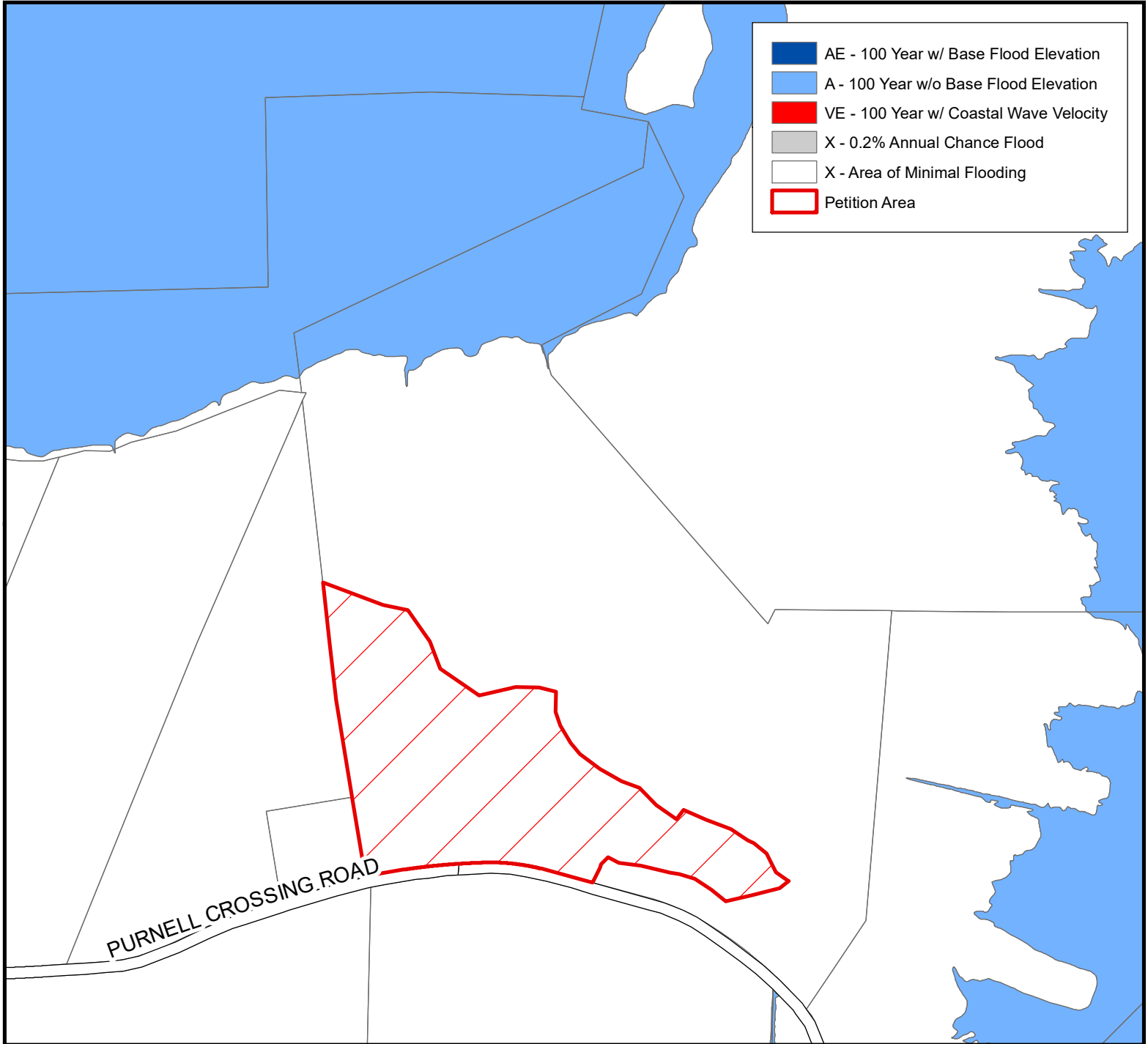
WORCESTER COUNTY, MARYLAND



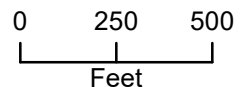
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
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FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2024



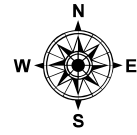
Source: 2015 FEMA Flood Insurance Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

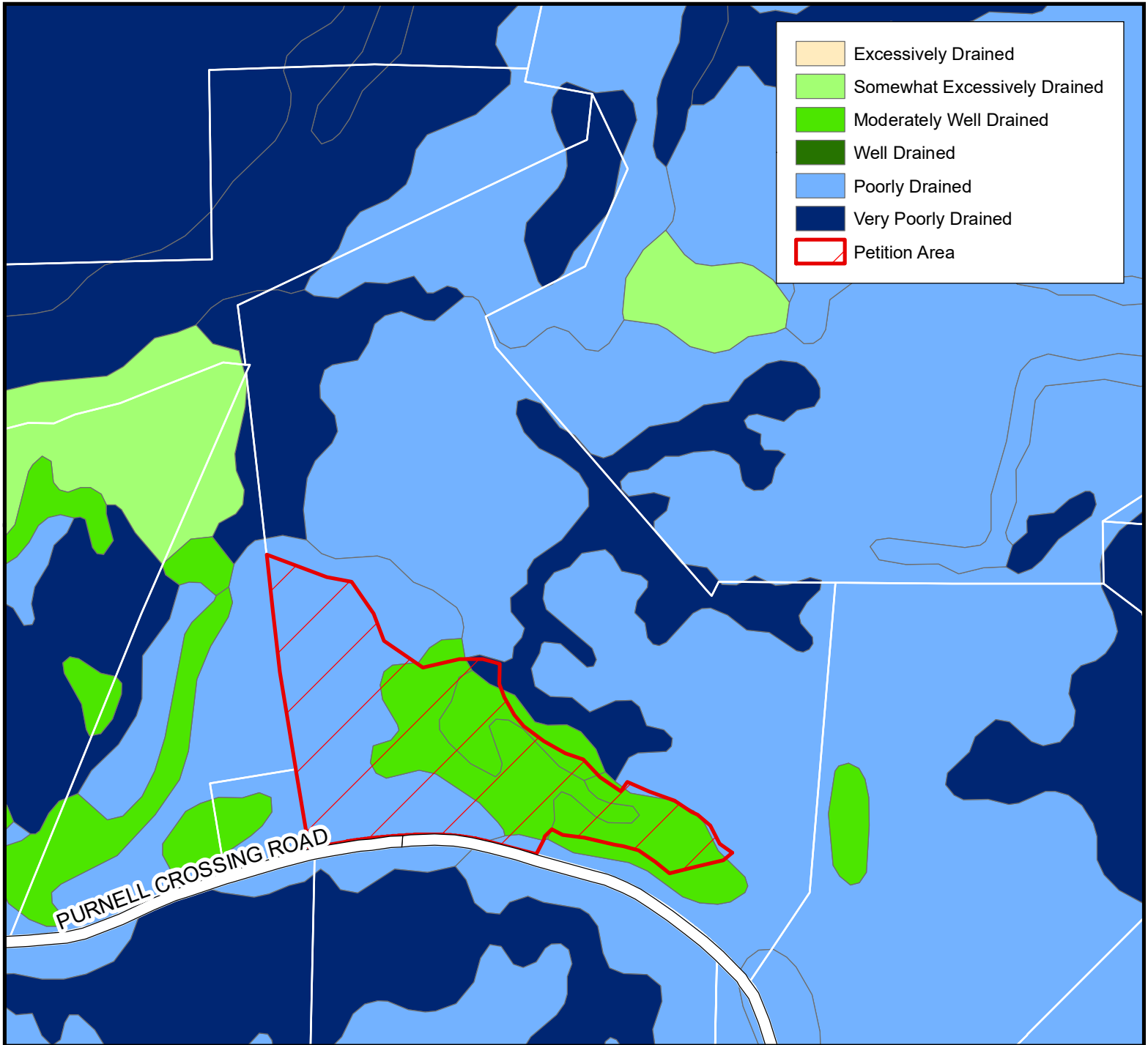
WORCESTER COUNTY, MARYLAND



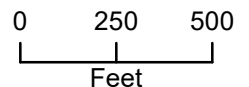
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2024



Source: 2007 Soil Survey

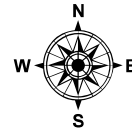
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

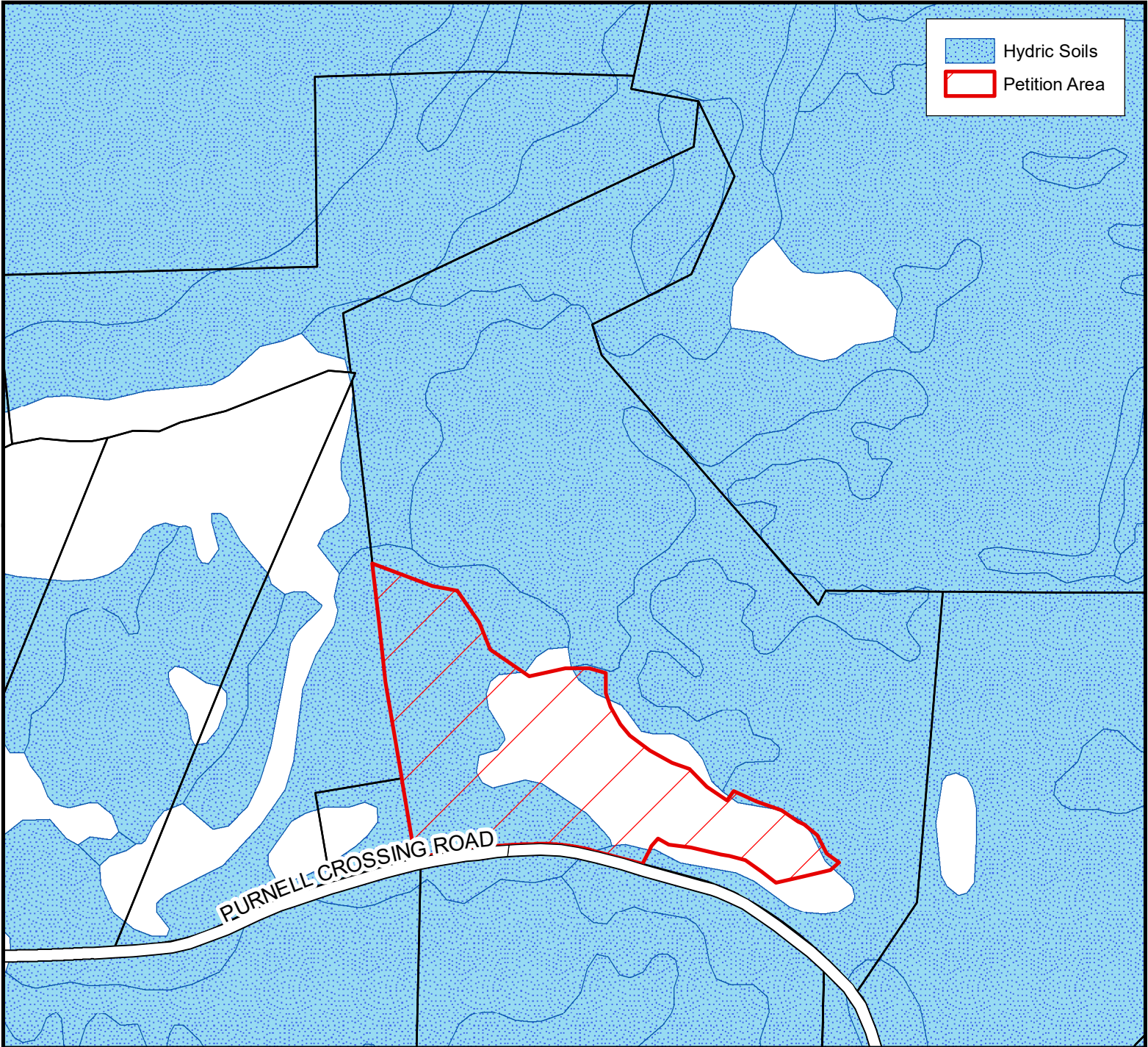
WORCESTER COUNTY, MARYLAND



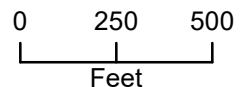
REZONING CASE NO. 445
RP Resource Protection to A-1 Agricultural
Tax Map: 23, Parcel 2



HYDRIC SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2024



Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
 Matthew Crisafulli, Sheriff, Worcester County Sheriff’s Office
 Dallas Baker, P.E., Director, Worcester County Public Works Department
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
 Matt Owens, Director of Emergency Services & Fire Marshal
 Melanie Pursel, Director of Tourism & Economic Development
 Louis H. Taylor, Superintendent, Worcester County Board of Education
 Mark Crampton, District Engineer, Maryland State Highway Administration
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Admin.
 Lt. Earl W. Starnier, Commander, Barracks V, Maryland State Police
 Rebecca L. Jones, Health Officer, Worcester County Health Department
 Luke Marcek, Project Manager, Maryland Forest Service
 Garth McCabe, District Conservationist, Worcester County NRCS
 Robert Rhode, Fire Chief, Berlin Volunteer Fire Department

FROM: Jennifer Keener, AICP, Director

DATE: June 12, 2024

RE: Rezoning Case No. 445 – Thomas C. and Shelley M. Mason, Property Owners and Kristina L. Watkowski, Attorney – Purnell Crossing Road, Berlin, MD

This application seeks to rezone approximately 18.54 acres out of 80.95 acres of land shown on Tax Map 23, Parcel 2, from RP Resource Protection District to A-1 Agricultural District. The requested A-1 District allows additional uses that are special exceptions in the RP District, such as minor subdivisions, single family dwellings, and agricultural structures and operations, as well as uses that are not permitted at all in the RP District such as roadside stands, commercial agricultural structures and operations, agritourism facilities, and more.

For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made during the 2009 comprehensive rezoning** as the justification for the proposed rezoning from RP Resource Protection District to A-1 Agricultural District.

By Friday, July 19, 2024, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer regarding past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. *If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.*

General Zoning Information:

The purpose and intent of the RP Resource Protection District is “to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

The RP District allows uses such as structures for public & private conservation areas, educational sites of local archaeological and historical interest, including wildlife reservations, arboretums, demonstration forests, walking trails, picnic areas, private noncommercial cabins, tents, recreational vehicles for seasonal occupancy, fishing, hunting & trapping blinds. For a complete list, please use the following link: <https://ecode360.com/14020087>

The purpose and intent of the A-1 Agricultural District is “to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change.”

The A-1 District allows uses such as agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers; roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located; minor subdivisions and single-family dwellings. For a complete list, please use the following link: <https://ecode360.com/14019225>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at jkkeener@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



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

APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP

(For Office Use Only – Please Do Not Write in this Space)

Rezoning Case No. 445

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting 5/24/2024

Date Reviewed by the Planning Commission _____

I. Application: Proposals for amendments to the Official Zoning Maps may be made only by the property owner, contract purchaser, option holder, lease, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. Governmental Agency: _____
- B. Property Owner: _____
- C. Contract Purchaser: _____
- D. Option Holder: _____
- E. Leasee: _____
- F. Attorney for B (insert A, B, C, D or E) X
- G. Agent for _____ (insert A, B, C, D or E) _____

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 23
- B. Parcel Number(s): 2
- C. Lot Number(s), if applicable: _____
- D. Tax District Number: 03

III. Physical Description of Property

- A. Located on north side of Purnell Crossing Road, approximately _____ feet/miles to the _____ side of _____ Road.
- B. Consisting of a total of 80.95 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:
18.54 acres of upland area bordered by Purnell Crossing Road to the south, Parcel 40 and Parcel 41 to the west, and the remainder of the subject parcel to the north and east that will remain RP, Resource Protection District.

- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and other such information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): RP, Resource Protection District
(name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: 80.95 acres
- C. Requested zoning classification(s): A-1, Agricultural District
(name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: 18.54 acres

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the zoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:
The request for change in zoning is based upon mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

VI. Filing Information and Required Signatures

A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.
2. If the applicant is a corporation, the names and mailing addresses for the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest in the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicants in Accordance with VI.A. above.

Signature(s): Kristina L. Watkowski
 Printed Name(s): Kristina L. Watkowski/Hugh Cropper IV, Attorneys for Property Owner
 Mailing Address: 9927 Stephen Decatur Highway, Suite F-12, Ocean City, MD 21842
 Phone Number: 410-213-2681 Email: kwatkowski@bbcmlaw.com
 Date: May 24, 2024

C. Signature of Property Owner in Accordance with VI.A. above.

Signature(s): Shelley M. Mason
 Printed Name(s): Christopher T. & Shelley M. Mason
 Mailing Address: 10610 Siren Lane, Berlin, MD 21811
 Phone Number: 443-614-2281 Email: shelleymillsmason@gmail.com
 Date: May 24, 2024

D. Signature of Attorney in Accordance with VI.A. above.

Signature(s): Kristina L. Watkowski
 Printed Name(s): Kristina L. Watkowski/Hugh Cropper IV
 Mailing Address: 9927 Stephen Decatur Highway, Suite F-12, Ocean City, MD 21842
 Phone Number: 410-213-2681 Email: kwatkowski@bbcmlaw.com
 Date: May 24, 2024

(Please use additional pages and attach to the application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January 31st, May 1st to May 31st, and September 1st to September 30th of any calendar year.
- B. Applications for Map Amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case, including but not limited to the following matters: population change; availability of public facilities; present and future transportation patterns; compatibility with existing and proposed development and existing environmental conditions for the area including having no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement; the recommendation of the Planning Commission; and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there was a substantial change in the character of the neighborhood where the property is located since the last zoning of the property or (b) there is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for a map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

- A. Is the request for rezoning based upon a claim that there has been a change in the character of the neighborhood where the property is located since the last zoning of the property or upon a claim that there is a mistake in the existing zoning and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The request for change on zoning is based upon a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- B. What is the definition of the neighborhood in which the subject property is located, as determined by the applicant.

This request is based solely upon a mistake in the existing zoning, therefore the definition of the neighborhood is not necessary.

- C. Findings of Fact as to Section 1-113(c)(3) of the Zoning Code:

- 1. Relating to population change:

The portion of the parcel would add at most five (5) single family dwellings. Thus, very little change in the population.

- 2. Relating to the availability of public facilities:

The planned minor subdivision identifies five (5) Sewage Reserve Areas and three (3) well locations.

- 3. Relating to present and future transportation patterns:

The A-1, Agricultural District, allows a minor subdivision in accordance with the provisions of ZS 1-311 and the use would not be a significant increase in transportation and would be similar to that which exists.

- 4. Relating to the compatibility with existing and proposed development and existing environmental conditions for the area:

The zoning is inaccurate as many of the wetlands maps are historically incorrect.

- 5. Relating to compatibility with the Comprehensive Plan:

Limits and regulates rural development to minimize consumption, while continuing the County's rural character Land use is also compatible with the Comprehensive Plan. See attached supplement also.

Attachment in Support of Rezoning Application

This is a request to rezone a portion of Worcester County Tax Map 23, Parcel 2, approximately 18.54 acres (the “petitioned area”) of 80.95 acres, from RP, Resource Protection District, to A-1, Agricultural District, based upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The property is located on the north side of Purnell Crossing Road, west of the Town of Berlin. To the north are wooded properties zoned RP, Resource Protection District. To the south are large parcels of farmland zoned A-1, Agricultural District, with what appears to be various single-family residences. To the east and west are largely A-1, Agricultural District properties with a mix of agricultural structures and single-family residences. The Town of Berlin municipality is less than five miles east of the property.

The subject property is 80.95 acres, wooded and not with any structures at this time. The November 3, 2009 Comprehensive Rezoning relies on the wetlands mapping done by the Department of Natural Resources in 1989. That mapping was created with a broad-brush approach. A field delineation was completed for the first time this year, 2024. The mistake is evident as the actual field delineation illustrates the petitioned area is entirely comprised of uplands. The Maryland Department of Environment has reviewed, and verbally approved, the wetland delineation performed by Spencer Rowe in 2024 as shown on the plat. There are likely still uplands to be left in the RP, Resource Protection zoned portion of the parcel. A majority of the parcel remaining will be designated as a Forest Conservation Easement as shown on the attached plat.

As defined in the Zoning Code, the intent of the RP, Resource Protection District, is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. The Code further states that development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and a visual character of the site.

There are various restrictions and limitations that are imposed by development in the RP, Resource Protection District, as opposed to the A-1, Agricultural District. For example, a special exception is required to build a house or an agricultural structure. Also, the ability to subdivide in the RP, Resource Protection District is limited. The rezoning would result in a reasonable use and enjoyment of the property. By rezoning only 18.54 acres to A-1, Agricultural District, the property owners would keep the remaining 62.41 acres in RP, Resource Protection District, thereby preserving and protecting the natural resources.

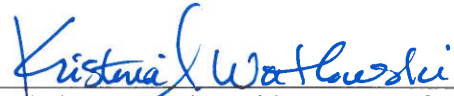
The A-1, Agricultural District, is intended to preserve, encourage, and protect the County's farms, as well as to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization. Permitted uses and structures include agriculture, stables, and minor subdivisions. As further evidence of the mistake, the attached Maps for Worcester County depict a vast amount of agricultural land use and zoning to the north and south. Rezoning the petitioned area to A-1, Agricultural District would be in harmony with the surrounding area.

Whether agricultural use, a minor subdivision, or a mix of both, there will be little to no impact on the population as there has been little change in the area since the Comprehensive Rezoning in 2009. Additionally, the parcel does not receive public sewer or water service at this time. A single-family dwelling on the petitioned area would require a private septic system regardless of zoning. If the petitioned area was subdivided, a maximum of five lots for single-family dwellings can be platted. There are five approved sewage reserve areas, and three well locations identified in the petitioned area at this time. There will be no negative impact on the transportation patterns on Purnell Crossing Road.

The Agricultural designation of the 18.54 acres will give the property owners the opportunity to do an agricultural subdivision, for the benefit of their children. By limiting the rezoning request to just the petitioned area, the parcel would serve and protect both zoning districts, while the use would be similar to the surrounding properties. By keeping the remainder of the parcel, approximately 62.41 acres, in RP, Resource Protection District, there would be restrictions in place to protect the sensitive areas both by virtue of the zoning, as well as a Forest Conservation Easement.

To zone the portion of the property along Purnell Crossing Road that is all uplands as A-1, Agricultural District would be consistent with the attached Land Use Map, as well as the written Comprehensive Plan. The property owner and applicant respectfully request the rezoning be granted.

Respectfully submitted,



Kristina L. Watkowski
Kristina L. Watkowski, Attorney for Owners
Christopher T. & Shelley M. Mason

18

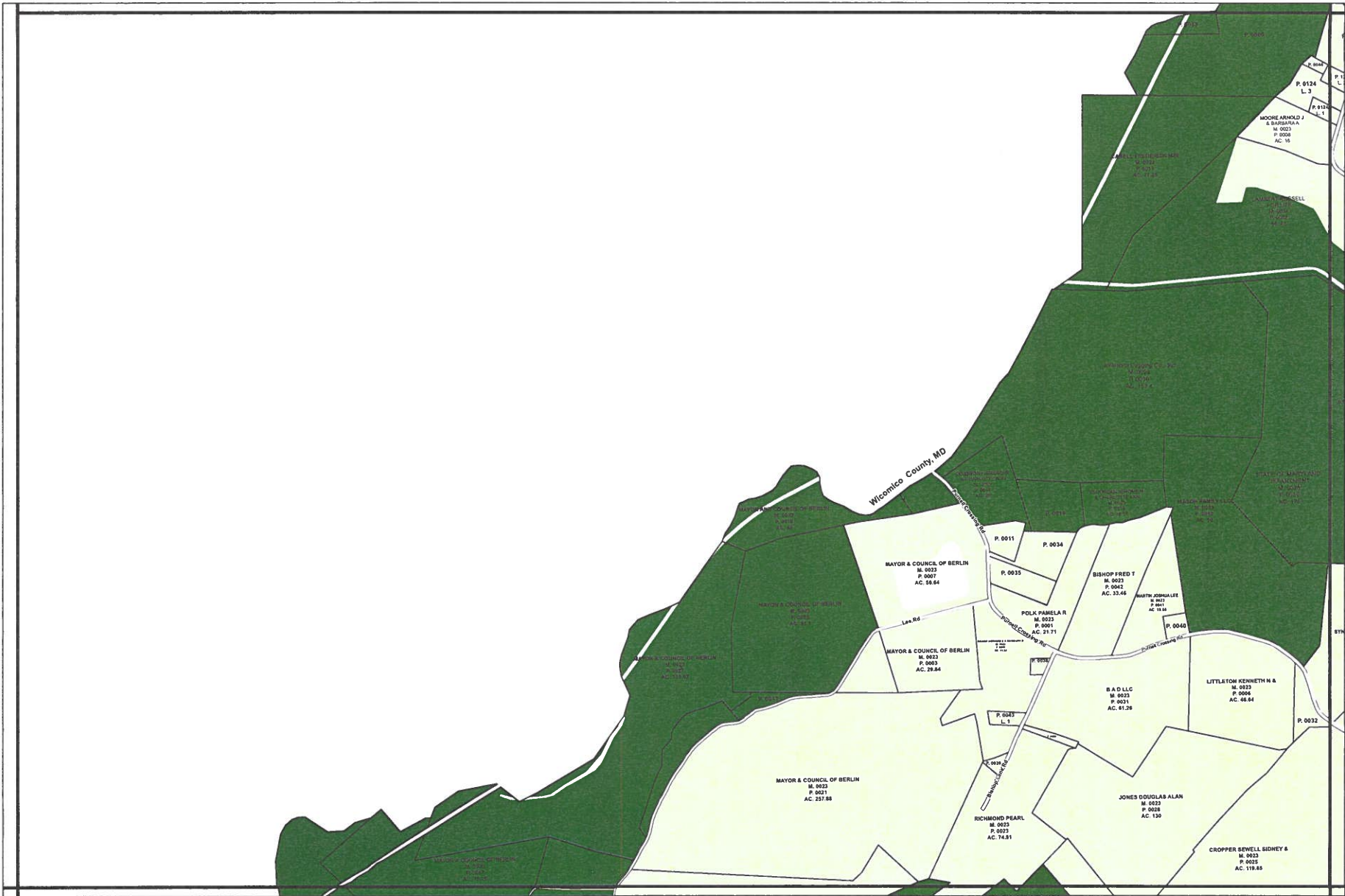
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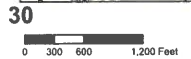
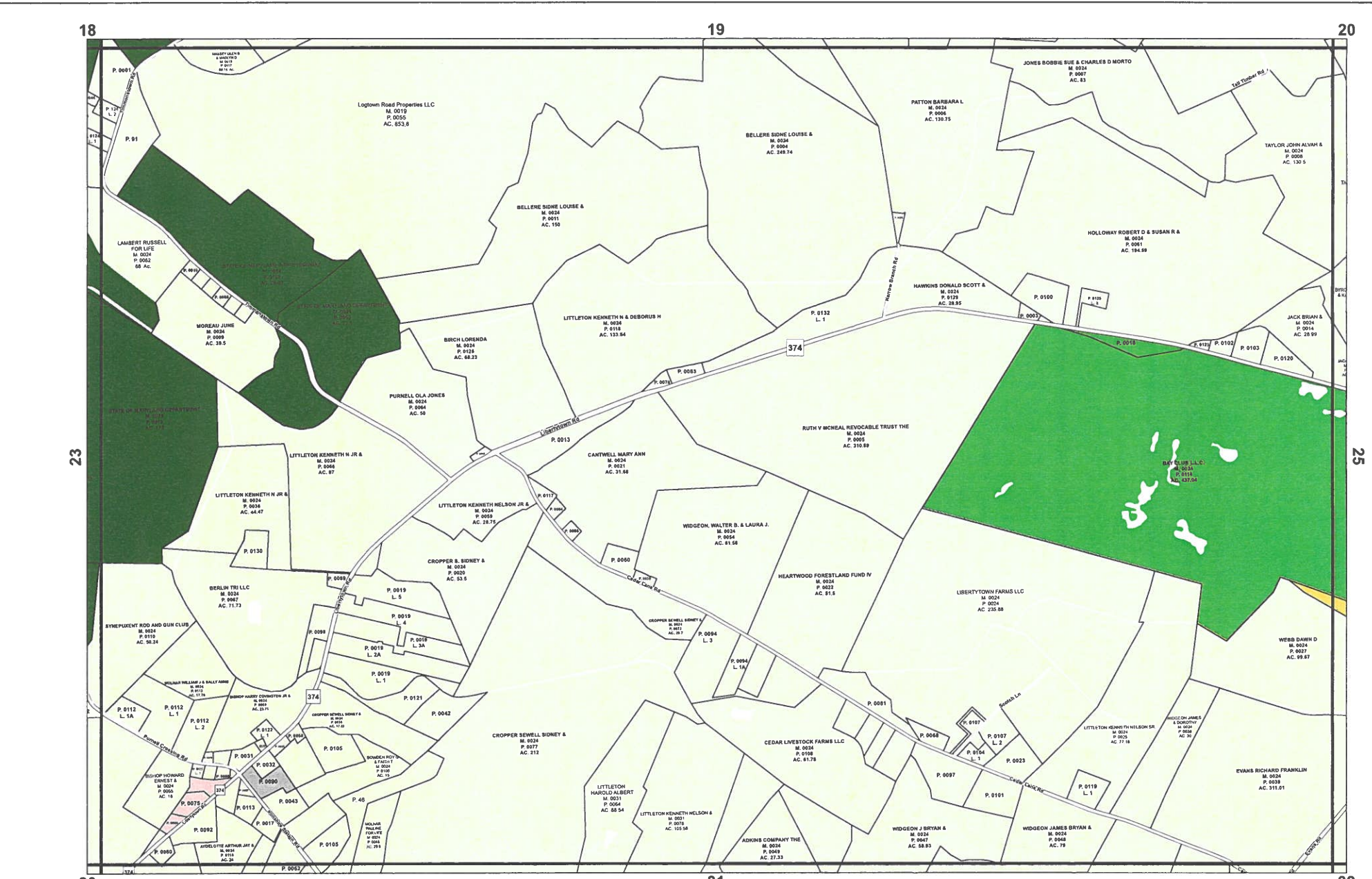
0 300 600 1,200 Feet

Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners.

	A1		RP		R2		I1		C1		V1
	A2		E1		R3		I2		C2		MUN
	CA		R1		R4		CM		C3		

Tax Map 23

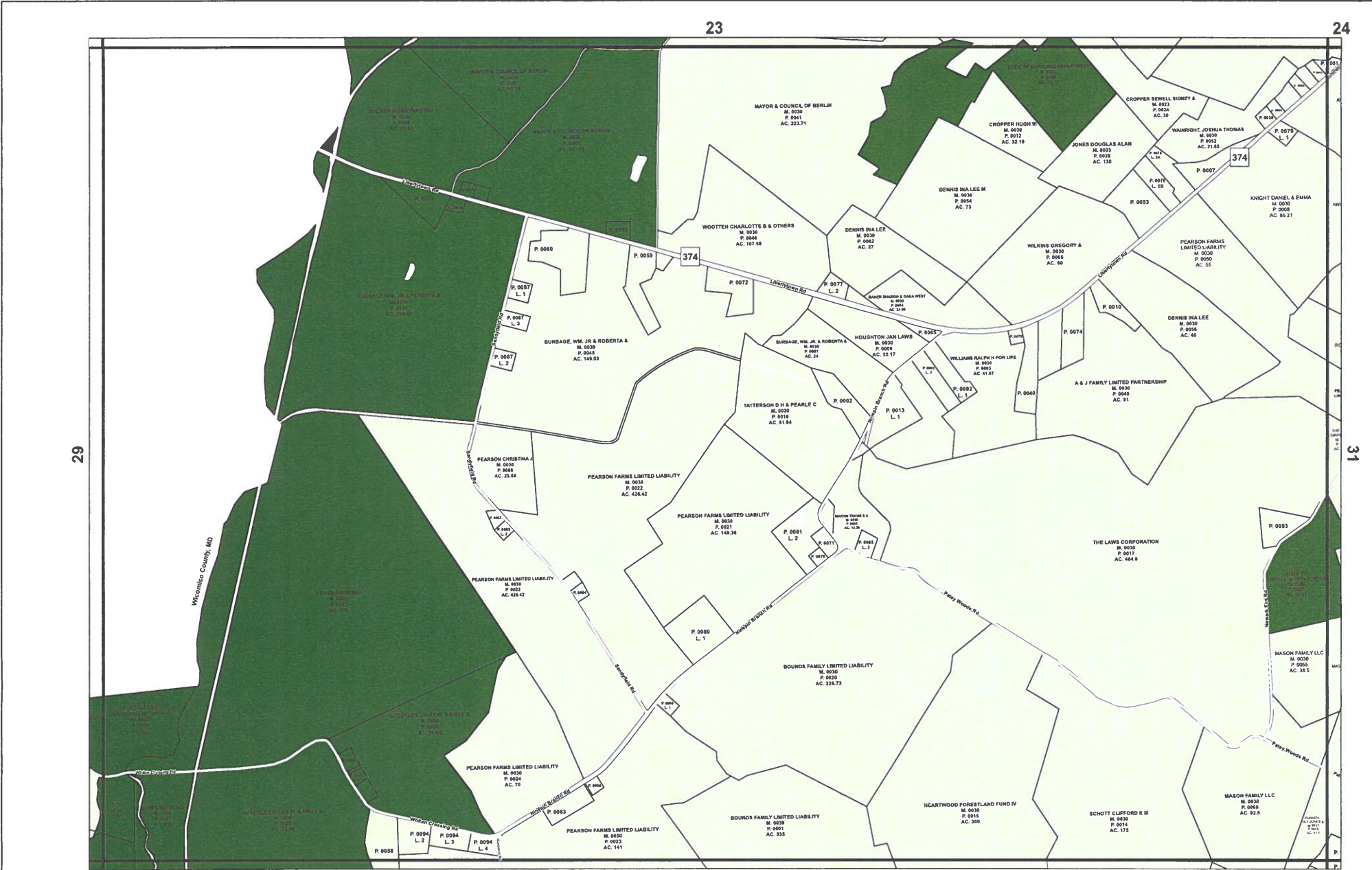


Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners.

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

Tax Map 24



38

39

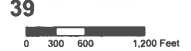
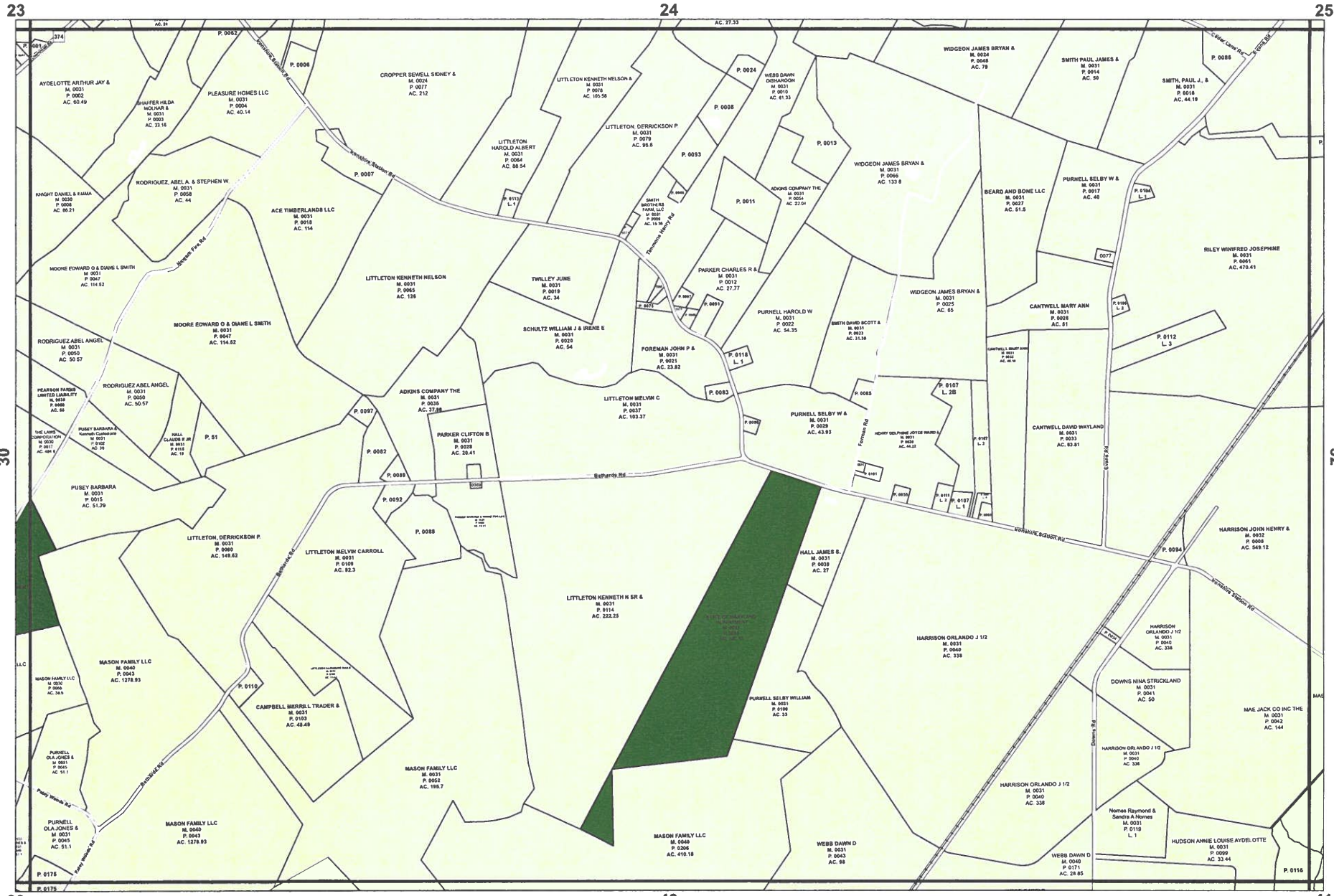
40

Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners.

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

Tax Map 30



Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009. Source: Worcester County Commissioners.

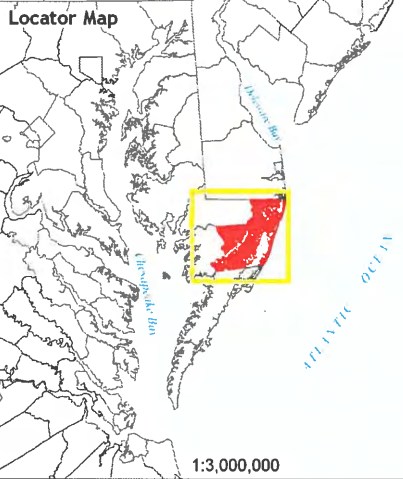
A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

Tax Map 31

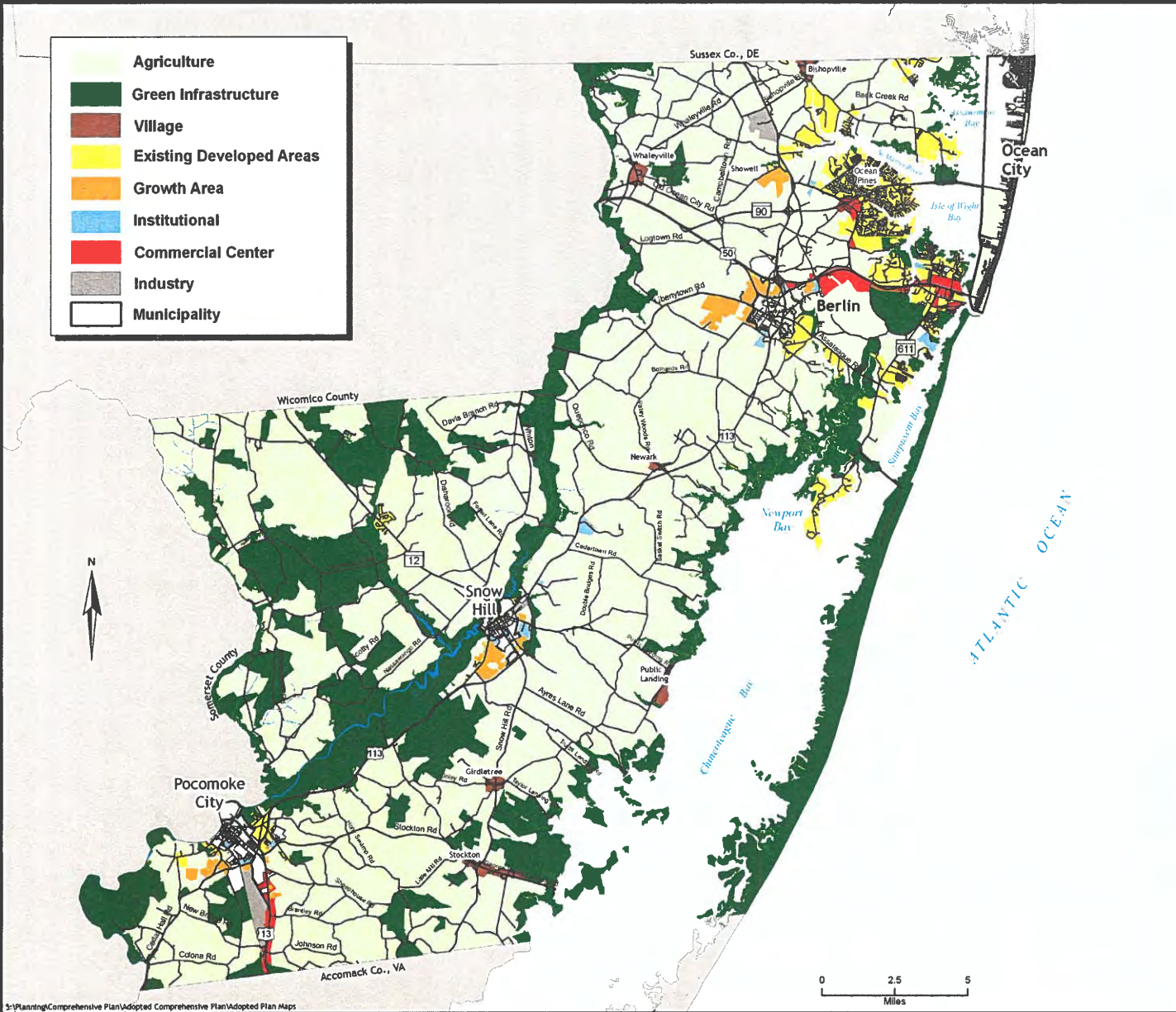
Fig. 2-3

Land Use Plan Worcester County, MD

Map prepared by the Department of Comprehensive Planning, March 2006.
Source: Worcester County Department of Comprehensive Planning, March 7, 2006
This map is intended for planning purposes only and not for regulatory use.



	Agriculture
	Green Infrastructure
	Village
	Existing Developed Areas
	Growth Area
	Institutional
	Commercial Center
	Industry
	Municipality



S:\Planning\Comprehensive Plan\Adopted Comprehensive Plan\Adopted Plan Maps

LINE	LENGTH	BEARING
V1	229.85	S 69°30'06" E
V2	89.64	S 78°57'20" E
V3	137.17	S 34°32'45" E
V4	103.45	S 21°25'02" E
V5	166.83	S 56°01'48" E
V6	131.27	N 76°43'06" E
V7	86.91	N 89°29'23" E
V8	60.69	S 73°56'47" E
V9	70.01	S 01°26'02" W
V10	48.69	S 19°55'41" E
V11	74.19	S 29°23'50" E
V12	52.17	S 39°33'24" E
V13	84.37	S 54°07'04" E
V14	95.33	S 59°27'27" E
V15	67.68	S 70°36'29" E
V16	86.81	S 44°21'29" E
V17	85.65	S 55°41'20" E
V18	40.59	N 33°18'34" E
V19	94.67	S 67°03'31" E
V20	86.27	S 69°06'34" E
V21	78.98	S 55°37'00" E
V22	81.70	S 51°16'13" E
V23	72.16	S 26°31'05" E
V24	55.07	S 54°24'52" E
V25	38.26	S 48°31'12" W
V26	77.17	S 75°52'14" W
V27	123.43	S 76°58'53" W
V28	65.61	N 51°39'30" W
V29	68.31	N 54°36'46" W
V30	68.25	N 75°20'11" W
V31	54.52	N 72°11'04" W
V32	71.21	N 76°28'52" V
V33	85.07	N 81°15'16" V
V34	42.62	N 64°35'56" V
V35	34.02	S 41°51'15" W
V36	71.27	S 25°46'03" W



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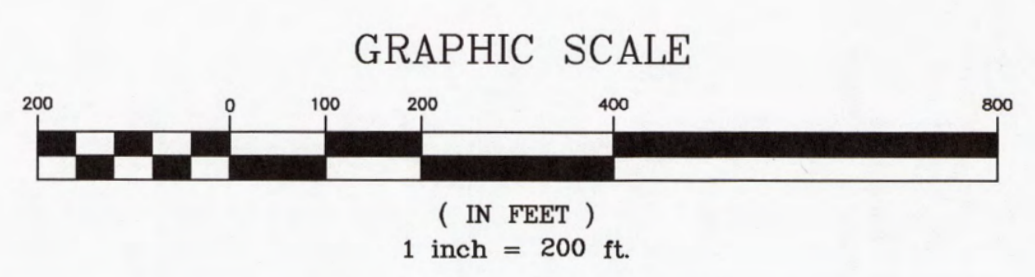


GENERAL NOTES

- OWNER : CHRISTOPHER T. & SHELLEY M. MASON
P.O. BOX 100
NEWARK, MD. 21841-0100
DEED : 8635/287
TAX ID#03-012921
USE : AGRICULTURAL
P. 2 - T.M. 23- GRID 18
- EX. ZONING: RP
ZONING SETBACKS:
FRONT: 60' FROM CENTER OF PURNELL CROSSING ROAD, SIDES: 20', REAR: 50'
- BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 24047C0150H, DATED 7-16-2015, THIS SUBDIVISION IS LOCATED IN ZONE X.
- THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL BAYS CRITICAL AREA.
- THERE ARE NO ANIMAL CONTAINMENT STRUCTURES WITHIN 200' OF THIS SUBDIVISION.
- THERE ARE NO PUBLIC DRAINAGE ASSOCIATION DITCHES ADJOINING OR WITHIN THIS SUBDIVISION.
- THE WETLAND DELINEATION AS SHOWN HEREON WAS PERFORMED BY SPENCER ROWE IN 2024. AREAS OUTSIDE OF THE WETLAND/UPLAND BOUNDARY ARE MOSTLY REGULATED WETLANDS BUT MAY CONTAIN SOME AREAS OF UPLANDS.
- THIS PROPERTY IS LOCATED IN WORCESTER COUNTY SUBWATERSHED : POCOMOKE #2130203 - UPPER POCOMOKE RIVER

EXISTING RP ZONING REQUESTED TO BECOME A-1 = 18.54 ACRES ±

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-1	277.41	1431.85	111°06'03"	139.14	N45°28'56"W	276.98
C-2	267.06	1466.82	10°25'54"	133.90	N56°18'07"W	266.69
C-3	215.11	747.00	16°29'56"	108.30	N83°10'01"W	214.36
C-4	70.32	2350.50	01°42'51"	35.16	S87°43'36"W	70.31
C-5	219.64	2350.50	05°21'14"	109.90	S84°11'33"W	219.56
C-6	141.17	971.16	08°19'44"	70.71	N88°21'30"W	141.05



#	REVISION	DATE	CHKD	PROJECT	TITLE	PROFESSIONAL SEAL	DESIGNED BY	SURVEYED BY	FILE NO.:		
				LANDS OF CHRISTOPHER T. & SHELLEY M. MASON THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND P. 2 - T.M. 23	RE-ZONING EXHIBIT	<p style="text-align: center;">Frank G. Lynch, Jr. & Associates, Inc.</p> <p style="text-align: center;">SURVEYING · LAND PLANNING 10535 RACETRACK ROAD · BERLIN, MARYLAND 21811 (410) 641-5353 · 641-5773</p>	N/A	FGL3/CL	12301-23		
							F.G.L. JR.	2-20-2024			
							FRANK G. LYNCH	1" = 100'			

Forest Conservation Worksheet 2.2

Table with columns for Net Tract Area (A, B, C), Land Use Category (D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R) and corresponding values.



WORCESTER COUNTY PLANNING COMMISSION

A. THE GRANT OF A PERMIT OR APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATION, GUARANTY OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF...

APPROVING AUTHORITY WORCESTER COUNTY PLANNING COMMISSION DATE:

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA, TANGENT, CHORD DIRECTION, CHORD.

SEWAGE RESERVE AREA COORDINATE TABLE with columns: POINT NO., NORTHING, EASTING.

OWNER'S CERTIFICATION

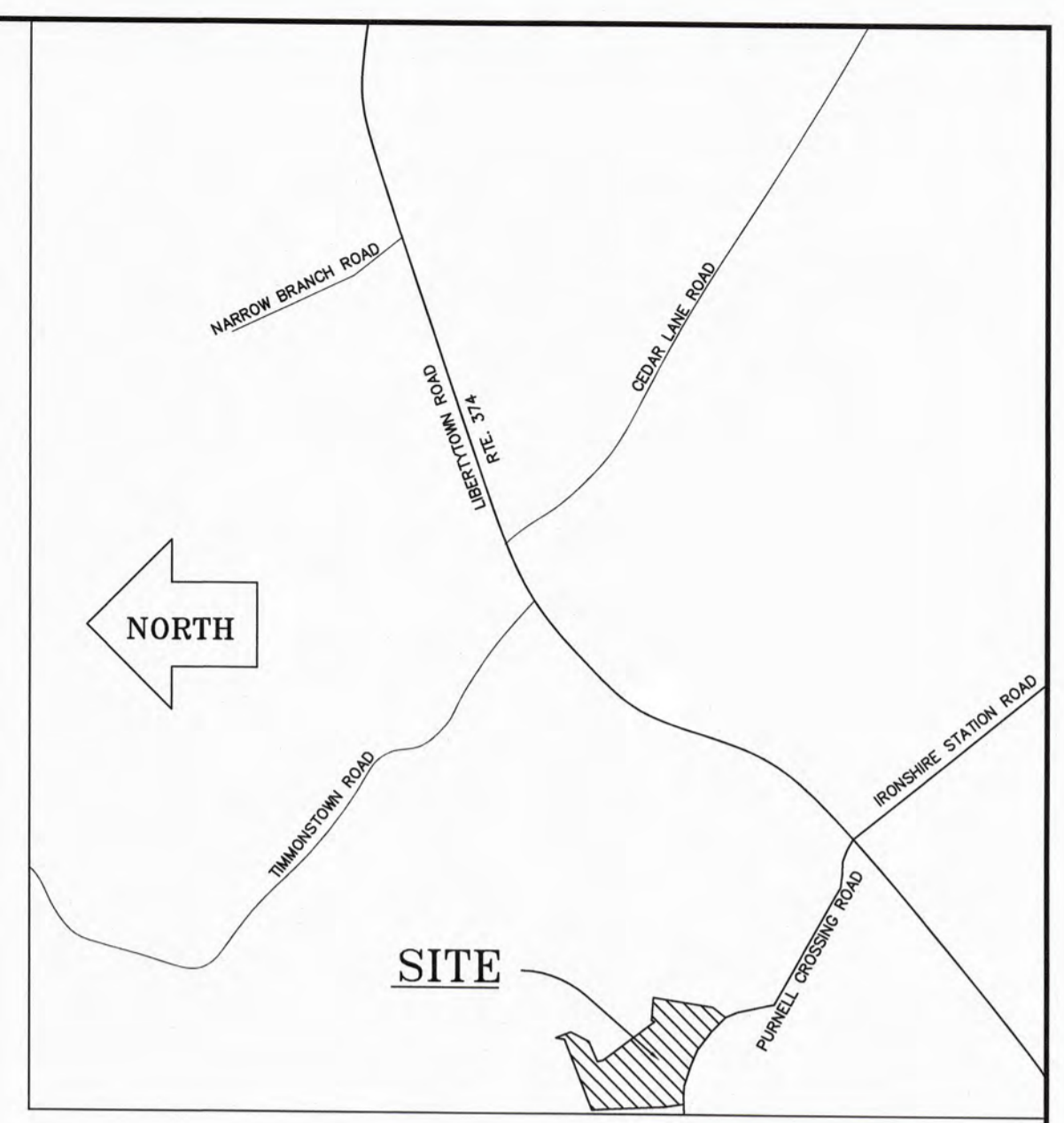
THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY, THEREOF...

OWNER: CHRISTOPHER T. MASON 10610 SIREN LANE BERLIN, MD. 21811 DATE: OWNER: SHELLEY M. MASON 10610 SIREN LANE BERLIN, MD. 21811 DATE:

SURVEYOR'S CERTIFICATION

I Herby Certify, To The Best Of My Knowledge And Belief, That The Requirements Of Section 3-108 Of The Real Property Article Of The Annotated Code Of Maryland (Latest Edition) Concerning The Making Of This Plat And The Setting Of Markers As Well As All Of The Requirements Of The County Commissioners And Ordinances Of The County Of Worcester, Maryland Regarding The Platting Of Subdivisions Within The County Have Been Complied With.

Frank G. Lynch, Jr. Reg # 10782 Date:



ENVIRONMENTAL PROGRAMS

THIS SUBDIVISION IS APPROVED FOR INTERIM INDIVIDUAL WATER SUPPLY AND SEWAGE SYSTEMS IN ACCORDANCE WITH THE COUNTY COMPREHENSIVE WATER AND SEWER PLAN...

THE REMAINING LANDS ARE APPROVED FOR AGRICULTURAL PURPOSES ONLY. ANY FUTURE APPROVAL FOR WATER AND SEWAGE SYSTEMS TO UTILIZE THIS LAND FOR BUILDING PURPOSES WILL BE SUBJECT TO THE REGULATIONS IN EFFECT AT THAT TIME...

APPROVING AUTHORITY DATE:

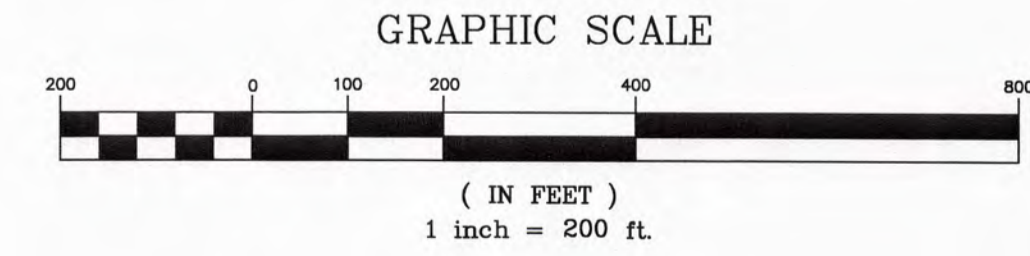
GENERAL NOTES

- 1. OWNER : CHRISTOPHER T. & SHELLEY M. MASON P.O. BOX 100 NEWARK, MD. 21841-0100 DEED : 8635/287 TAX ID#03-012921 USE : AGRICULTURAL P. 2 - T.M. 23- GRID 18
- 2. EX. ZONING: RP ZONING SETBACKS: FRONT: 60' FROM CENTER OF PURNELL CROSSING ROAD, SIDES: 20', REAR: 50'
- 3. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 24047C0150H, DATED 7-16-2015, THIS SUBDIVISION IS LOCATED IN ZONE X.
- 4. THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL BAYS CRITICAL AREA.
- 5. THERE ARE NO ANIMAL CONTAINMENT STRUCTURES WITHIN 200' OF THIS SUBDIVISION.
- 6. THERE ARE NO PUBLIC DRAINAGE ASSOCIATION DITCHES ADJOINING OR WITHIN THIS SUBDIVISION.
- 7. THE WETLAND DELINEATION AS SHOWN HEREON WAS PERFORMED BY SPENCER ROWE IN 2024. AREAS OUTSIDE OF THE WETLAND/UPLAND BOUNDARY ARE MOSTLY REGULATED WETLANDS BUT MAY CONTAIN SOME AREAS OF UPLANDS.
- 8. THIS PROPERTY IS LOCATED IN WORCESTER COUNTY SUBWATERSHED : POOMOKE #2130203 - UPPER POOMOKE RIVER
- 9. THE PURPOSE OF THIS PLAN IS TO CREATE THREE BUILDABLE LOTS. ALL ARE CURRENTLY VACANT & WOODED.

WORCESTER COUNTY FOREST CONSERVATION NOTE

THIS SUBDIVISION IS SUBJECT TO THE WORCESTER COUNTY FOREST CONSERVATION LAW. THIS SUBDIVISION IS SUBJECT TO FOREST CONSERVATION PLAN NO. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON THE FILE WITH THE DEPARTMENT OF PLANNING, PERMITS, AND INSPECTIONS. A PERPETUAL PROTECTIVE AGREEMENT - DEED OF FOREST CONSERVATION EASEMENT, WORCESTER COUNTY, MARYLAND, WILL BE RECORDED SIMULTANEOUSLY WITH THIS PLAT IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.

NOTE : WITH THE RECORDING OF THIS PLAT THE PROPERTY OWNER DOES HEREBY GRANT TO WORCESTER COUNTY OFFICIALS AND/OR THEIR REPRESENTATIVES FREE ACCESS TO ANY FOREST CONSERVATION AREA AS SHOWN HEREON.



LINE TABLE with columns: LINE, LENGTH, BEARING. Lists lines W1 through W36 with their respective lengths and bearings.

Denotes forest conservation sign (20 shown) Denotes forest conservation easement = 41.72 acres

LANDS OF CHRISTOPHER T. & SHELLEY M. MASON THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND P. 2 - T.M. 23- GRID 18

MINOR SUBDIVISION

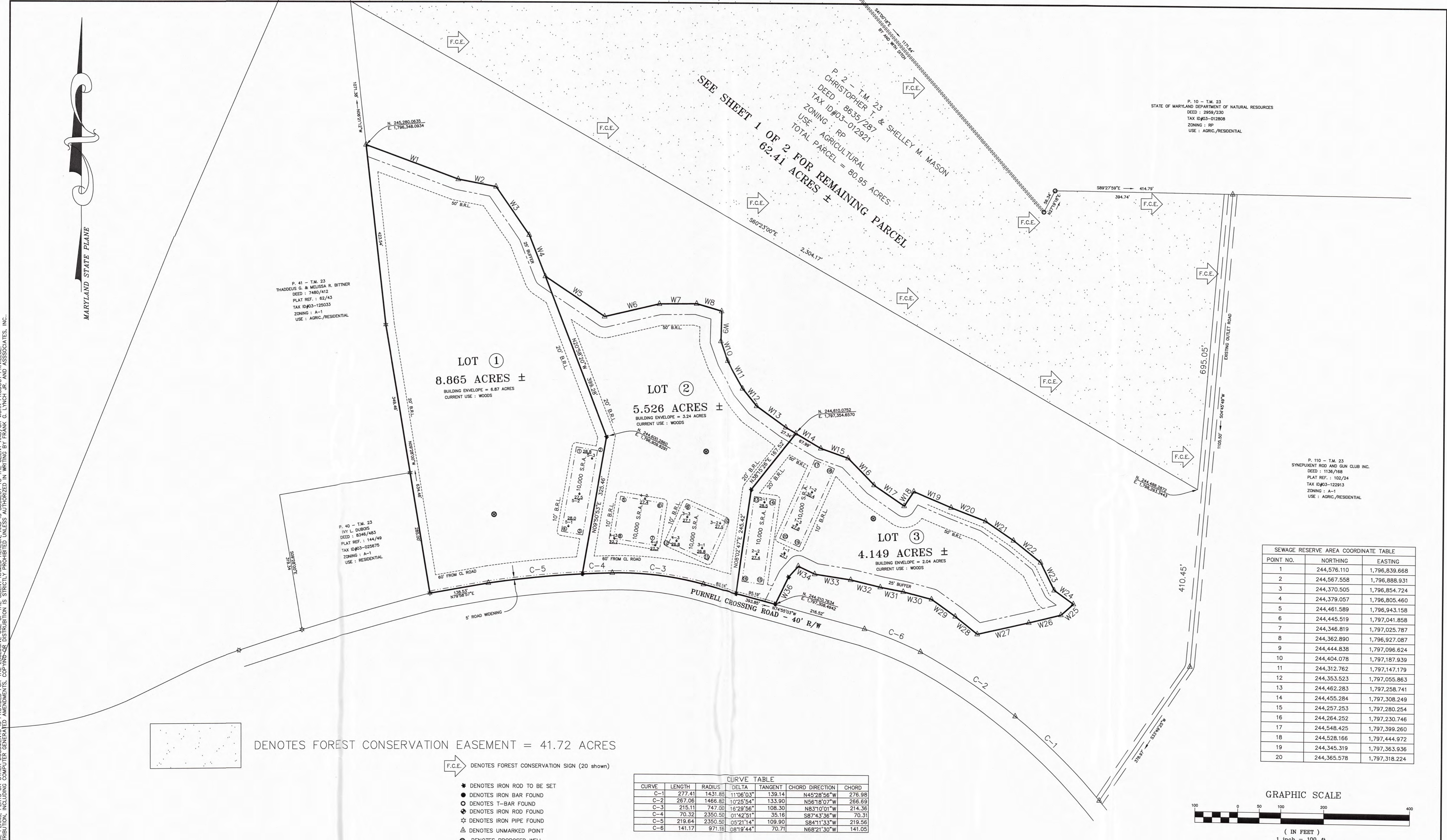
PROFESSIONAL SEAL

Frank G. Lynch, Jr. & Associates, Inc. SURVEYING - LAND PLANNING 10535 RACETRACK ROAD - BERLIN, MARYLAND 21811 (410) 641-5353 - 641-5773

Table with columns: DESIGNED BY, DRAWN BY, CHECKED BY, SURVEYED BY, DATE, SCALE, FILE NO., SHEET 1 OF 2.

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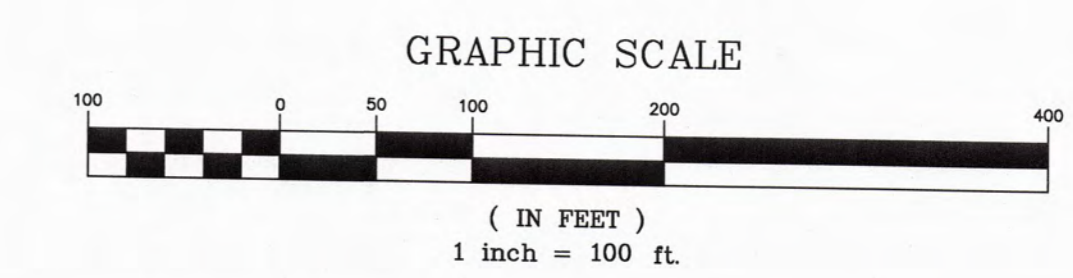
☼ DENOTES FOREST CONSERVATION EASEMENT = 41.72 ACRES

F.C.E. DENOTES FOREST CONSERVATION SIGN (20 shown)

- ✦ DENOTES IRON ROD TO BE SET
- DENOTES IRON BAR FOUND
- ⊕ DENOTES T-BAR FOUND
- ⊙ DENOTES IRON ROD FOUND
- ⊗ DENOTES IRON PIPE FOUND
- △ DENOTES UNMARKED POINT
- ⊙ DENOTES PROPOSED WELL

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-1	277.41	1431.85	11°06'03"	139.14	N45°28'56"W	276.98
C-2	267.06	1466.82	10°25'54"	133.90	N56°18'07"W	266.69
C-3	215.11	747.00	16°29'56"	108.30	N83°10'01"W	214.36
C-4	70.32	2350.50	01°42'51"	35.16	S87°43'36"W	70.31
C-5	219.64	2350.50	05°21'14"	109.90	S84°11'33"W	219.56
C-6	141.17	971.16	08°19'44"	70.71	N68°21'30"W	141.05

SEWAGE RESERVE AREA COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
1	244,576.110	1,796,839.668
2	244,567.558	1,796,888.931
3	244,370.505	1,796,854.724
4	244,379.057	1,796,805.460
5	244,461.589	1,796,943.158
6	244,445.519	1,797,041.858
7	244,346.819	1,797,025.787
8	244,362.890	1,796,927.087
9	244,444.838	1,797,096.624
10	244,404.078	1,797,187.939
11	244,312.762	1,797,147.179
12	244,353.523	1,797,055.863
13	244,462.283	1,797,258.741
14	244,455.284	1,797,308.249
15	244,257.253	1,797,280.254
16	244,264.252	1,797,230.746
17	244,548.425	1,797,399.260
18	244,528.166	1,797,444.972
19	244,345.319	1,797,363.936
20	244,365.578	1,797,318.224



#	REVISION	DATE	CHKD	PROJECT

LANDS OF CHRISTOPHER T. & SHELLEY M. MASON
 THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
 P. 2 - T.M. 23- GRID 18

MINOR SUBDIVISION

PROFESSIONAL SEAL
 EXPIRES 2-21-2026

Frank G. Lynch, Jr.
 & Associates, Inc.
 SURVEYING · LAND PLANNING
 10535 RACETRACK ROAD · BERLIN, MARYLAND 21811
 (410) 641-5353 · 641-5773

DESIGNED BY	N/A	SURVEYED BY	FGLJ/CL	FILE NO.:	12301-23
DRAWN BY	F.G.L. JR.	DATE	3-14-2024	SHEET 2 OF 2	
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 100'		

ST#2/C/JOB FILES 2024/12301SPC.DWG



Worcester County Government
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(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: September 27, 2024
RE: Building Energy Performance Standards

The Maryland Department of the Environment (MDE) is currently accepting public comments for the proposed regulations to implement the building electrification requirements associated with the Climate Solutions Now Act of 2022. These regulations will impact a significant number of buildings in Worcester County, primarily private condominium and hotel buildings but also some county facilities and large shopping centers. According to County Engineer Bill Bradshaw, County buildings that would be considered “covered buildings” under the legislation include the Government Center, Jail, Recreation Center and Snow Hill Health Department. For those buildings, the County will need to conduct a study to review the regulations and evaluate alternatives for conversion, including MDE proposed penalties for non-compliance and an overall timeline to convert the affected buildings. By state requirements, energy reporting for those buildings must be complete by June 2025.

In addition to converting those buildings, another potential issue for Worcester County is the enforcement of the regulations at privately owned buildings. We have concerns that that state will push enforcement to the local level. While some larger counties have existing programs and dedicated staff to handle this, Worcester does not.

Comments are being accepted until Oct. 9. We recommend submitting a letter expressing local concerns.

Attachments

- Page 2-4 – Building Energy Performance Standards information
- Pages 5-6 – Email from Delegate Wayne Hartman



Enter search term



MARYLAND
Department of the Environment



Section Menu



Building Energy Performance Standards



The **public comment period** for the proposed regulation is now open. Submit your comments [here](#) or email BEPS.MDE@maryland.gov. The comment period will close on October 9, 2024 at 5pm.

Commercial and residential buildings emit greenhouse gasses and other pollution into the atmosphere, contributing to climate change and air quality concerns in Maryland. Burning fossil fuels for heat and hot water are two of the most common sources of direct emissions from buildings.

Maryland is implementing Building Energy Performance Standards (BEPS) as required under the Climate Solutions Now Act of 2022. The goal is for covered buildings to efficiently achieve zero net direct greenhouse gas emissions by 2040. Property owners and builders can take action now to meet this target. The September 6th [proposed regulations](#) will be adopted in 2024 and building owners should prepare to report benchmarking data in 2025.

Efficient net-zero emissions buildings improve comfort, resilience, and reliability, and provide savings on energy costs compared to old, inefficient buildings that run on fossil fuels. Investments in achieving these standards are investments in the buildings that will pay dividends to occupants and building owners for decades to come. The Maryland Department of the Environment (MDE) and Maryland Energy Administration (MEA) are working together as part of BEPS implementation to help buildings realize the benefits of efficient electrification.

Start by Benchmarking

Buildings covered under state policy are 35,000 square feet and larger (excluding the parking garage area). Historic buildings, public and nonpublic elementary and secondary schools, manufacturing buildings, agricultural buildings, and federal buildings may apply to be exempted from the reporting and performance standards.

Starting in 2025, owners of covered buildings will be required to report energy data to MDE through the Environmental Protection Agency (EPA) ENERGY STAR Portfolio Manager tool. Starting in 2030, buildings must meet interim standards, with final standards, including net-zero direct emissions, required by 2040.

Energy Efficiency Investments

These "no regrets" efficiency measures can help save building owners money in the long run and can mostly be implemented at any time:

- Conduct an energy audit, usually available from your local utility company ("annual physical for your building")
- Install LED lighting ("more lighting for less energy")
- Purchase ENERGY STAR certified electric equipment ("go on a Watt diet")
- Make weatherization improvements to the building envelope including air sealing and insulation ("a sweater for your building")
- Retro-commission building systems ("bring your building to the mechanic for a systems "tune-up")
- Install control systems for plug loads, lighting, and HVAC equipment ("turn off the lights when you leave the room meets the 21st Century")

Time for an Upgrade?

If your equipment is getting old, now is the time to go all-electric and eliminate your direct emissions.

Start preparing for the switch by checking if your electrical system can handle the increased load and looking at efficient electric equipment replacement options. The best time to switch is right before your old equipment completely breaks down. Sometimes, it might even save money to switch to electric earlier.

Building owners should discuss these options with their building engineers and contractors. Wherever possible, building owners should pursue efficient electrification options, mainly heat pumps, which use 2-3 times less energy than their electric resistance counterparts. Common options for efficient electrification include:

- Heat pumps for space heating and cooling
- Heat pumps or distributed electric point-of-use for water heating
- Heat pump laundry systems
- Induction cooking

We can help

Do you have questions? Email our Building Decarbonization Team at BEPS.MDE@maryland.gov or call (410) 537-3183. Other resources are available to help guide you:

- Are you a visual learner? View the [BEPS video playlist](#).
- Sign up [here](#) for the BEPS informational sessions.
- Sign up [here](#) to join our Building Energy Performance Standards communications list.
- Get started with the EPA's Energy Star Portfolio Manager tool by [creating a free account](#) and exploring Energy Star's online [training resources](#). You can use your 2023 utility billing data to see how your buildings perform before official benchmarking begins.
- View the [video](#) on how and why to decarbonize buildings.
- The Maryland Energy Administration will be launching the Clean Buildings Hub, a one-stop shop for relevant information and resources, such as decarbonization incentives. Sign up [here](#) to receive updates on its development.

Appendix

- The full text of the proposed regulatory action appeared in the Maryland Register at <https://dsd.maryland.gov/Pages/MDRegister.aspx> on September 6th, 2024
- [MDE Draft Guidance for Benchmarking in ENERGY STAR Portfolio Manager](#)

- [ENERGY STAR's Tax Credit and Rebate Finder Tool](#)
- [2023 Proposed BEPS Regulatory Package - Complete Technical Support Document](#)
- [2023 Proposed Energy Use Intensity \(EUI\) Standards Table](#)
- [Impact of Maryland's BEPS Targets on Peak Loads](#)
- [2023 BEPS Impact Analysis Supplemental Spreadsheet](#)
- [2023 Preliminary Potentially Covered Buildings List](#)



Maryland Department of the Environment

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Baltimore, MD 21230

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Charlene A. Sharpe

From: Hartman, Wayne Delegate <Wayne.Hartman@house.state.md.us>
Sent: Tuesday, September 17, 2024 7:50 PM
To: Hartman, Wayne Delegate
Cc: Smith, William
Subject: Climate Solutions Now Act of 2022 (SB-528) - Electrification Requirements

Good evening,

I am reaching out to share information regarding the forthcoming electrification requirements for buildings over 35,000 square feet as a result of the Climate Solutions Now Act of 2022. Delegate Hartman did not support this legislation, however he wanted to share this information with you as many are raising concerns about these requirements. We contacted the Department of Legislative Services to clarify questions about this legislation, and below is the information that they provided:

Good morning,

Please see my answers to your questions below. Note that portions of my response are based on the [implementing regulations](#) proposed by the Maryland Department of the Environment (MDE) earlier this month. While we do not anticipate any major changes to that proposal, the regulations likely will not be finalized until early November.

In regard to electrification requirements for large buildings over 35,000 sqft, are there any carve outs or exemptions for government owned buildings? Such as the Roland E. Powell Convention Center in Ocean City.

Under CSNA and the implementing regulations proposed by MDE, the new building energy performance standards (BEPS) generally apply to all commercial and multifamily residential buildings with a gross floor area of 35,000 square feet or more, excluding the parking garage area. The standards do not apply to certain historic properties, public and nonpublic k-12 school buildings, manufacturing buildings, agricultural buildings, or building owned by the federal government. There are no exceptions for buildings owned by the State or local governments.

MDE has compiled a preliminary list of potentially covered buildings, which is available on its website: <https://mde.maryland.gov/programs/air/ClimateChange/Pages/BEPS.aspx>. I did a quick search, and the Ocean City convention center is included.

Can you please inform us as to when these requirements are supposed to be met by buildings over 35,000 sqft?

Requirements for covered buildings are phased in over time as follows:

1. 2025 – Owners of covered building will be required to report energy data to MDE through the Environmental Protection Agency ENERGY STAR Portfolio Manager tool (this is sometimes referred to as “benchmarking”)
2. 2030 – Covered buildings will be required to meet the first level of interim standards (reduced direct emissions, based on building type)
3. 2035 – Covered buildings will be required to meet the second level of interim standards (further reduced direct emissions, based on building type)
4. 2040 – Covered buildings will be required to meet final standards (net-zero direct emissions)

Note that the interim standards do not require buildings to fully electrify. Instead, buildings must meet standards for direct emissions based on averages for that specific building type. Very efficient buildings may already meet these standards. Other buildings may be able to meet them by implementing energy efficiency measures, such as

ITEM 29

weatherization improvements. The proposed standards appear in COMAR 26.08.03.02 (the table on page 14 of this document: <https://mgaleg.maryland.gov/pubs/committee/AELR/24-080P-Regulation.pdf>).

When do penalties kick in if a building has not met these requirements to electrify?

Beginning in 2031, the owner of a covered building that does not meet applicable net direct emissions standards must pay an alternative compliance fee for any greenhouse gases emitted in excess of the standards. The fee starts at \$234 per metric ton of excess emissions in 2031 and gradually rises to \$270 per metric ton of excess emissions in 2040. It increases by \$4 each year thereafter. All amounts are in 2020 dollars, adjusted for inflation.

Any additional information that you can provide surround the electrification requirements for these large buildings would be most appreciated

MDE is the implementing agency for the BEPS provisions of CSNA. Their website includes additional information on the requirements and contact information for the department's Building Decarbonization Team: <https://mde.maryland.gov/programs/air/ClimateChange/Pages/BEPS.aspx>

I hope this information is responsive to your request.

Please let us know if you have any questions about these electrification requirements and/or the Climate Solutions Now Act of 2022. We will contact the Department of Legislative Services on your behalf.

Respectfully,

Will Smith

Legislative Aide

Delegate Wayne Hartman

District 38C

Wicomico and Worcester Counties

6 Bladen Street Suite 213

Annapolis, MD. 21401

Annapolis Office 410-841-3356

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