

# **AGENDA**

## **WORCESTER COUNTY COMMISSIONERS**

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

**February 4, 2025**

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding personnel updates, requests to hire a Maintenance Worker, Utility Mechanic, Correctional Officer Trainee, and Senior Accountant, discussion of acquisition of real property for a public purpose, receiving legal advice and performing administrative functions)	
10:00 - Call to Order, Prayer, Pledge of Allegiance	
10:02 - Proclamation (1) and Commendations (4)	
	<b>1</b>
10:05 - Consent Agenda (SolarAPP+ Grant Request, MDOT Surplus Property, Bill 24-11 Personal Storage Buildings A-1, Trial Board Appointment, 2025 Employee Events, Ocean City Health Department Renovations, Request to Purchase HVAC Equipment, Request to Purchase Mobile Generator, Request to Post for Director of Emergency Services, Newark Water Sewer Advisory Board, Snow Hill Shelter Surplus Request)	
	<b>2-12</b>
10:06 - Chief Administrative Officer: Administrative Matters (Riddle Farm WWTP Change Order and Loan, Request to Contract Engineering Isle of Wight, FY26 Rural Legacy Applications, Board Appointments)	
	<b>13-16</b>
12:00 PM - Questions from the Press; County Commissioner's Remarks	
<b>Lunch</b>	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

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

**DRAFT**

**Minutes of the County Commissioners of Worcester County, Maryland**

January 14, 2025

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

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

Following a motion by Commissioner Fiori, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 10:03 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Elder called the meeting to order, and following a morning prayer by Davida Washington and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their December 17, 2024 meeting as presented.

The commissioners presented a proclamation recognizing January as National Mentoring Month in Worcester County.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 2-10 as follows: Memorandum of Understanding for a software upgrade of \$8,600 in the Circuit Court; declaring certain property in Solid Waste to be surplus equipment; Berlin Health Department flooring replacement change order of \$17,820.02; purchasing a replacement trailer for the mobile belt filter press at a cost of \$110,350 for the Riddle Farm Wastewater Treatment Plant; awarding the highest scoring proposal for bathroom renovations at John Walter Smith Park in Snow Hill and Newtown Parkin in Pocomoke to Harvey Construction for \$120,175; renewing the Facility Dude contract maintenance software for three years for \$68,593.44; a revised Rural Legacy Area Agreement of Sale for 86.23 acres

identified on Tax Map 93 as Parcel 49 and owned by Robert Rose, Bonne Rose, and Freddie Ray Fair, Jr. Rose Fair; sending a letter to the U.S. Army Corps of Engineers requesting an updated Coastal Resources Study; and renewing the lease for the WJSOC building in Berlin for use by the Sheriff's Office.

Commissioner Bertino commended Procurement Officer Nicholas Rice for saving the County over \$16,000 when renewing the Facility Dude software contract.

Pursuant to the request of Commission on Aging Executive Director Brandy Trader and Deputy Director John Dorrough and upon a motion by Commissioner Bertino, the commissioners unanimously approved an over expenditure of \$7,728 to cover the remaining local contribution toward the purchase of a passenger bus totaling \$100,811 after applying federal funds of \$74,326 and local encumbered funds of \$19,207.

Recreation and Parks Director Jacob Stephens reviewed a request from Vince Cannuli, owner and operator of Running Tide Charts, to install a public fish cleaning station at the West Ocean City commercial harbor utilizing public donations. Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to deny the request.

Pursuant to the request of Planning Manager Katherine Munson and upon a motion by Commissioner Bertino, the commissioners unanimously approved changes to the County's payment values to protect the Conservation Reserve Enhancement Program.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the commissioners unanimously approved certain notifications to educate agricultural landowners about some of the predatory tactics used by solar companies.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved extending the operating hours at the Central Landfill in Newark by opening at 7:30 a.m. one-half hour earlier, to accommodate the needs of local haulers for a total increased cost of \$195,000 annually.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved funding of \$33,574 to relocate a gas main currently on the berm of the emergency storage lagoon at the Ocean Pines Wastewater Treatment Plant.

Pursuant to the request of Enterprise Fund Controller Quinn Dittrich and upon a motion by Commissioner Fiori, the commissioners unanimously agreed to transfer funds of \$9,061,187 from the General Fund as a grant of \$2,760,177 to the Riddle Farm and as loans to the following service areas: \$242,000 to Edgewater Acres; \$790,000 to The Landings; \$1,730,000 to Mystic Harbour; \$200,000 to Newark; \$3,339,010 to Riddle Farm. In response to a question from Commissioner Fiori, Mr. Dittrich explained that the County arrived at this point because the rates being charged to the users were not covering the actual expenses, and staff will be developing options to improve efficiency.

Pursuant to the request of County Attorney Roscoe Leslie and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved two Wastewater Purchase Agreements with Coastal Square, LLC and West Ocean City, LLC to purchase 155 and 12 equivalent dwelling units (EDUs), respectively, in the Riddle Farm Sanitary Service Area (SSA) at a cost of \$23,535 per EDU.

The commissioners met with Mr. Leslie to discuss regulations concerning local water sewer advisory boards. Upon a motion by Commissioner Fiori, the commissioners unanimously agreed to amend paragraph two of Resolution No. 05-3 to allow residents of other SSAs that are being serviced by the Mystic Harbour SSA be permitted to serve on the Water and Sewer Advisory Council for the Mystic Harbour SSA.

Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to amend the resolution to establish a Water and Sewer Advisory Council Board for the Newark SSA.

Pursuant to the request of Budget Officer Kim Reynolds and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to add April 1, 2025 as an additional FY26 budget work session date.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to appoint Lauren Martin and Matthew Culbertson to the Lower Shore Workforce Alliance Board.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to appoint Scott Holland to the Recreation Advisory Board.

The commissioners conducted a work session to discuss draft legislation to repeal and replace Subtitle II (Vagabonds, Vagrants, Beggars, and Common Gamblers) of the Criminal Law Article with Title CL 1-201, Camping Prohibited on Public Property with new anti-camping laws aimed at strengthening the County's ordinance. The draft legislation was developed at the request of the commissioners on November 19, 2024; however, Mr. Leslie advised that staff is looking for direction from the commissioners on the matter. Those in attendance included Mr. Leslie, Health Officer Becky Jones, Homeless Committee Chair Tracey Simpson, Behavioral Health Manager Sandy Kerrigan, Department of Social Services Director Roberta Baldwin, and State's Attorney Kris Heiser. Ms. Jones discussed the state of the homeless population in the County, explaining that there are on average 19 to 28 chronically homeless individuals with ongoing behavioral health and addiction problems. Despite all the available resources, the County is having trouble getting them into treatment or long-term affordable housing. She also acknowledged that homeless individuals encamping on public property behind the Royal Farms in West Ocean City have been causing problems. Ms. Baldwin reviewed existing programs aimed at addressing the needs of the chronically homeless.

Commissioner Fiori noted that there has been an escalation in calls due to problems created by individuals who choose not to accept public assistance, but rather choose to be homeless. In response to questions by Commissioner Fiori, Ms. Heiser discussed the environmental and criminal issues that exist in areas that do not have anti-encampment legislation. She then discussed work being done by the Homeless Outreach Team in her office,



and their hopes to implement effective anti-encampment legislation, like the legislation in place in San Diego, which provides additional tools to law enforcement when programs through agencies, like the Health Department and DSS, are not enough.

In response to questions raised by Commissioner Bertino, Mr. Leslie stated that the aim of the legislation is to revise the current ordinance from a civil to a criminal offense. Commissioner Bertino recognized the role of the Health Department and DSS to address homelessness, and also recognized the need to adopt legislation to hold people accountable when they are involved in criminal infractions.

Commissioner Purnell expressed concerns that children could be impacted by any legislation they pass. Ms. Baldwin confirmed that there are very few shelter beds available for homeless families who often have to camp in public areas. She cautioned that, under the proposed legislation, a homeless individual charged criminally with camping on public property would not be eligible for public housing assistance. She then urged the commissioners to direct more funding toward preventative services rather than spending money to incarcerate them.

Commissioner Bunting stated that the County needs to take action to address crimes being committed by homeless individuals camping in public areas, and he outlined the issues created by transient individuals in the West Ocean City area.

Following much discussion and upon a motion by Commissioner Bertino, the commissioners voted 6-1, with Commissioner Purnell voting in opposition, for Mr. Leslie and Ms. Heiser to develop an anti-camping ordinance that enables the Sheriff's Office and the State's Attorney's Office to protect both protect property owners from becoming the victims of crimes committed by those encamping on public property, and the ability to abate any nuisances created by homeless individuals encamping on public properties.

Commissioner Mitrecic applauded Public Works crews for the outstanding job they did clearing County roads during the recent snowstorms.

The commissioners answered questions from the press, after which they adjourned to meet again on January 21, 2025.

**Minutes of the County Commissioners of Worcester County, Maryland**

January 21, 2025

Theodore J. Elder, president  
Eric J. Fiori, vice president  
Caryn G. Abbott  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
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Following a motion by Commissioner Purnell, seconded by Commissioner Fiori, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Sheriff Matt Crisafulli, Chief Deputy Nate Passwaters, Human Resources Director Stacey Norton, and Human Resources Deputy Director Pat Walls. Topics discussed and actions taken included the following: personnel updates; promoting Senior Corporals Jeffrey Douglas and Necole Tucker to sergeants and hiring Joshua Merritt as a corporal and Allen Olsen and Ginger Drummond as correctional officer trainees within the County Jail; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments and scenarios for commercial accounts with 40 or more equivalent dwelling units, and receiving Enterprise Fund and General Fund updates.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 9:56 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Elder called the meeting to order, and following a morning prayer by Tara Armstrong and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners agreed to review and approve the open and closed session minutes of their January 14, 2024 meeting at their next meeting on February 4.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 1-2 and 4-5 as follows: accepting a courthouse security grant of \$10,134.28 from the Maryland Judiciary Administrative Office of the Courts; out-of-state travel for Procurement Officer Nicholas Rice to attend the 2025 National Association of State Procurement Officials Conference in Las Vegas, Nevada, with a scholarship of \$800 to offset costs; a letter to Congressman Andy Harriss advocating for additional Ocean City Inlet dredging; awarding the proposal of \$35,000 for John Walter Smith Park site and civil engineering services to George, Miles, & Buhr, LLC.

The commissioners reviewed a proposed 25-year franchise agreement with Chesapeake Utilities Corporation, the parent company of Sandpiper Energy. Commissioner Mitrecic made a motion, which he later withdrew, to approve the franchise agreement. Following some discussion, the commissioners unanimously agreed to postpone taking action on the new franchise agreement and to invite Chesapeake Utilities representatives to meet with them in February to address concerns regarding the timeliness and handling of constituent concerns by Sandpiper Energy.

The commissioners met with Finance Officer Phil Thompson and Chris Hall of UHY, formerly the TGM Group, LLC, Certified Public Accountants, to review the County's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2024. Mr. Thompson highlighted the Other Post-Employment Benefits (OPEB) asset balance of \$22.8 million for General Government and the OPEB liability of \$94.8 million for the Board of Education (BOE), which equates to a combined liability of \$72 million. This reflects a \$365 million liability decrease from FY21 and is the lowest that the liability has been since OPEB funding began almost 20 years ago. He then announced that the County was awarded the Certificate of Achievement for Excellence in Financial Reporting for the sixteenth consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada for its ACFR for FY21.

Mr. Hall reviewed the Independent Auditors' Report, issuing Worcester County an unmodified opinion, which represents the highest assurance TGM can give. He then reviewed the Independent Auditor's Report and other areas of the ACFR. In response to a question by Commissioner Elder, Mr. Hall stated that Worcester County's balance sheet would be the envy of many other municipalities, adding that many Maryland jurisdictions do not fund OPEB.

In response to questions from Commissioner Bertino, Mr. Hall stated that his firm has been auditing Worcester County for more than 10 years and has found the internal controls to be okay. He further confirmed that negative cash transfers from Reserve Funds are properly reflected in the ACFR. Commissioner Bertino explained that in the last several months the commissioners have been made aware of issues in the Treasurer's Office involving internal controls and credit card policies. Most recently, the commissioners have had to move over \$9 million to cover Enterprise Fund operating accounts. He expressed concern that the UHY audit report does not pick up or challenge those concerns, and he asked what sort of audit would. Mr. Hall advised that the commissioners could have UHY complete an Agreed Upon Procedures Engagement based on specified criteria. Following some discussion, the commissioners thanked Mr. Hall for his update.

The commissioners conducted a public hearing on Bill 24-10 (Zoning – Signs), which was introduced by Commissioners Abbott, Bertino, Mitrecic, and Purnell on December 17, 2024. Development Review and Permitting Director Jennifer Keener advised that this is a revision to the 2021 text amendment, which would allow the Ocean Pines Association (OPA) to add the Commercial Zoning District to the list of locations where electronic signs would be permitted and to allow more than one electronic sign per parcel, as a special exception. She concluded that the Planning Commission gave the bill a favorable recommendation.

OPA Board member Elaine Brady advised that the purpose of the bill is to reduce the number of signs posted throughout Ocean Pines while increasing the ability to provide important

community news to residents through the use of electronic signs. She advised that these signs would be informational in nature and would not be used for advertising. In response to a question from Commissioner Bertino, Ms. Brady stated that the OPA will be reducing the overall amount of signage. This will include removing all signage that is not required from the parkway to reduce clutter and for safety reasons.

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

Upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 24-10 (Zoning - Signs) as presented.

The commissioners conducted a public hearing on Bill 24-11 (Zoning – Private, noncommercial storage buildings), which was introduced by Commissioners Fiori and Mitrecic on December 17. Ms. Keener stated that this bill would add a special exception use in the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property - beyond the 500-square-foot limit currently permitted without a principal dwelling on the property – on lots of 25 acres or greater. She explained that the language in the draft bill mirrors the bill that received a favorable recommendation from the Planning Commission and was introduced by the commissioners; however, the motion to adopt the draft bill failed for lack of a second following a public hearing on June 18, 2024. In response to a question by Commissioner Bunting, Ms. Keener stated that this would override the current limitation of one storage building up to 500 square feet; however, the language could be revised to limit the storage to one building.

Commissioner Elder opened the floor to receive public comments.

Jonathan Anders advised that he and Jeff Mahan began this venture to have a farm and to erect a contractors' shop where their teenagers could store and work on personal property, such as cars, ATVs, and other similar items. He reviewed the history of the existing storage building, including the shortcomings of the original contractor who cut corners and informed them incorrectly that they could construct a pole building and use it for personal property without having a principal structure on the parcel. He stated that he and his partner are trying to remedy the situation, but that they have no interest in building a house on the site. In response to a question from Commissioner Fiori, Mr. Anders confirmed that they were unaware that personal property could not be stored on their parcel without a principal dwelling at the time the storage building was under construction.

Commissioner Bunting stated that he is concerned that there is no limit to the number or size of the structures that would be permitted if the bill were to pass as written. In response to his comments, Mr. Anders stated that the building on his property is just over 10,000 square feet. Ms. Keener then advised that the bill could be amended to permit one storage building of up to 11,000 square feet if the commissioners were so inclined.

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

Upon a motion by Commissioner Fiori, the commissioners unanimously agreed to amend Bill 24-11 (Zoning – Private, noncommercial storage buildings) to allow one private, noncommercial building of up to 11,000 square feet for the storage of personal property by special exception. The commissioners conceptually agreed to adopt Bill 24-11 as amended.

The commissioners met with Ms. Keener to review a text amendment application drafted by staff at the request of the commissioners to address marine uses and public utility operations within the CM Commercial Marine District. Ms. Keener advised that the bill creates definitions for previously undefined terms pertaining to marine activities, marine yards; refines the purpose and intent statement of the CM to further support the commercial and recreational fishing industries; removes as a principal term permitted use public utility structures and properties in the CM; refines marine yard uses in the A-2 Agricultural and E-1 Estate Districts consistent with the new definitions; and adds a principal permitted use public utility operation centers in the C-2 and C-3 Commercial Districts and the I-1 and I-2 Industrial Districts. Ms. Keener concluded that the Planning Commission gave the bill a favorable recommendation as presented.

Following some discussion, Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell introduced the aforementioned text amendment as Emergency Bill 25-12 (Zoning – Marine Uses and Public Utility Operation Centers) and agreed to schedule a public hearing on the bill.

The commissioners revisited discussions from their December 3, 2024 meeting regarding the request from Environmental Programs Director Bob Mitchell and Maryland Coastal Bays Program (MCBP) Executive Director Kevin Smith for a letter of support for a grant from the Whole Watershed Fund, which the MCBP would use to restore the Newport Bay in the Coastal Bays Watershed. In response to questions raised by Commissioner Bertino, Mr. Smith confirmed that the MCBP will still remain neutral with regard to political issues that arise. However, they have made organizational changes by inserting new language within their bylaws stating that any gift over \$10,000 must be approved by a majority of the board. Furthermore, MCBP insignias and employee names are no longer part of US Wind's promotional materials, so the MCBP is now completely neutral.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to send a letter of support for the grant as requested.

Commissioner Fiori left the meeting.

Pursuant to the request of Ms. Keener and upon a motion by Commissioner Mitrecic, the commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to exempt the project to construct a new fire training tower in Newark from the provisions of the Zoning and Subdivision Control Article. Commissioner Bertino stated that he could not support the exemption, which would not be available to private property owners and contractors.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to appoint Matt Giardina to the Drug and Alcohol Abuse Counsel.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to appoint Jake Harner and Kellen Lloyd to the Worcester County Youth Council, Mike Wyatt to the Solid Waste Advisory Board; and JC Barbely to the newly established Newark Water and Sewer Advisory Board.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously directed Ms. Keener to identify avenues available to Worcester County to opt out of certain provisions within HB 132 Cannabis – On-Site Consumption Establishments and Cannabis Events.

Following concerns raised by Commissioner Abbott, the commissioners directed County staff to look into options for providing comment on HB 282 Public Schools – Sexually Explicit Materials – Prohibited in Libraries and Media Centers.

Commissioner Bertino, who serves on the Maryland Association of Counties (MACo) Board of Directors, discussed issues within Governor Wes Moore’s recently released budget that could negatively impact the County, including a proposal to shift greater responsibility for teachers’ pensions, to include community colleges from the State to the counties, as well as outplacement special education costs. He agreed to keep the commissioners informed as more information becomes available.

The commissioners answered questions from the press, after which they adjourned to meet again on February 4, 2025.





COMMISSIONERS  
 THEODORE J. ELDER, PRESIDENT  
 ERIC J. FIORI, VICE PRESIDENT  
 CARYN G. ABBOTT  
 ANTHONY W. BERTINO, JR.  
 MADISON J. BUNTING, JR.  
 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 I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, this SkillsUSA Week, February 2-8, 2025, we recognize that the career and technical education and the SkillsUSA program at Worcester Technical High School provide students with a school-to-careers connection that is the backbone of a strong, educated workforce that fosters productivity in business and industry and contributes to leadership in the national and global economies; and

**WHEREAS**, career and technical education and the SkillsUSA program equip students with personal, workplace, and technical skills grounded in academics to improve the quality of their education, provide increased motivation to learn, and make available leadership opportunities in their career fields, schools, and communities; and

**WHEREAS** SkillsUSA is a national organization that prepares more than 380,000 student members annually in technical, skilled, and service occupations to be high-performance workers.

**NOW, THEREFORE** we, the County Commissioners of Worcester County, Maryland, proclaim the week of February 2-8, 2025 as **SkillsUSA Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



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 Theodore J. Elder, President

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 Eric J. Fiori, Vice President

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*Citizens and Government Working Together*



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



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## COMMENDATION

**WHEREAS**, culminating an unparalleled season of excellence, the Stephen Decatur High School Seahawks claimed the 2024 MPSSAA Class 2A State Championship Title for the second consecutive year; and

**WHEREAS**, we honor Seahawks Head Coach Jake Coleman, his assistant coaching staff, and players Jaxon Archer, Sullivan Auker, Zakhari Baker, James Bergey, Robert Bowen-Carpenter, Jr., Jack Bradley, Ethan Bradshaw, Jordan Bredenburg, David Brow, Anthony Burke, Blake Caccamo, Davin Chandler, Brian Chester, Jordan Collins, Evan Copeland, Ricardo Copes, Ethan Cronin, Nehemiah Dale, Turon Davis, Vernon DeShields, 3, Jack Dodson, Ray Domianick, Tre Dorn, Zach Dove, Destin Duncan, Gannon Eastlack, Colton Espinoza, Joe Fields, Luca Gagliardi, Bo Gehrig, Cooper Glover, Brandon Hamm, Myles Harmon, Parker Harrington, Dalontae Henry, Donovan Henry, Benjamin Herrmann, Price Hill, Johnny Hobgood, R Declan Horan, Jasir Jackson, Misael Juarez, Gunnar Ketner, Garrett Maloney, Andrew Maloney, Adarein Manuel, Amarian Manuel, Christian Martin, Shane McDermott, Eric Mitchell, Jr., Cole Muir, Kyle Mumford, Malex Nichols, Noah Olguin, Seamus Orth, Reid Phillips, Jhysier Purnell, Jon Purnell Brett Schulz, Luke Schwalbach, Connor Smith, Coretez Smith, Jr., Nolan Soares, Matt Stanley, Caedan Sturgis, Nathan Tapley, Jake Touchstone, Peyton Travers, Blake Wallace, Brookes Waters, Brenn Wim, Trybe Wise, and Jordan Workman.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby express our pride in the **Stephen Decatur High School Seahawks Football Team, the 2024 MPSSAA Class 2A State Champions.**

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



Theodore J. Elder, President

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 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

## COMMENDATION

**WHEREAS, WHEREAS**, we congratulate the Stephen Decatur High School (SDHS) Unified Tennis Team for securing the 2024 Maryland State Tennis Championship title, going 10 and 1 to dominate the State's highest division; and

**WHEREAS**, Worcester County is extremely proud of Coaches Sannon Bone, Lindsay Owens, Hunter Powell, and Shonna Schulz, and players Lily Carson, Blaine Coleman, Allyson Coleman, Addison Conley, Zane DeVito, Noah Dirickson, Tara Fohner, Coliin Gallagher, Bryce Gill, Carson Green, Savannah Hallon, Sydnie Harrington, Taylor Jacobs, Michael Jones, Anika Karli, Henry Kemp, Kennedy Kirby, Angelina Li, Kathie Maldonado, Lo Malinowski, Mara Mills, Julia Molnar, Raymond Molnar, Liam Moran, Mariabella Morse, Brandon Nadeau, Robert Nadeau, Hannah Neal, Benjamin Powers, Aidan Scott, Keagan Shump, Griffin Smith, Owen Sperry, Jakob Thawley, Brooklyn Torrey, Melih Unal, Carma Jean Valdez, Brianna Wehler, and Lotus Wise for bringing home SDHS's first Unified Tennis State Championship Title and in the process being awarded the State Sportsmanship Award.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend the **Stephen Decatur High School Unified Tennis Team, the Maryland State Champions.**

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



\_\_\_\_\_  
 Theodore J. Elder, President

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DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, we congratulate the Pocomoke High School Field Hockey team, the Warriors, for bringing home the 2024 Maryland Class 1A Field Hockey Championship title on November 9, thus securing the team's 22<sup>nd</sup> state championship title; and

**WHEREAS**, we are extremely proud of the Warriors Field Hockey Team Head Coach Brandi Castaneda, Assistant Coaches Peyton Becker and Gretchen Wallace, Managers Savannah McCarty and Camryn Frese, Trainer Kim Baker, Athletic Director Derrick Fooks, and team members Camren Parker, Skylar Freistat, Audrey Pham, Logan Frostrom, Madeline Esham, Marcia Wright, Kayleigh Denston, Leylah Mayton, Madeline Cornwell, Autumn Riffin, Aubrey Jackson-Bowen, Kendall Rayfield, Miriam Adkins, Chevy Reese, Chloe Holland, Savannah Bishop, Ava Lowicki, Natalie Norfolk, Madison Castaneda, and Savannah Pittas.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend the **Pocomoke High School Field Hockey Team** for representing the school and county well. These ladies have proven their ability to achieve at the top level while exemplifying true teamwork, compassion and maximum effort.

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



\_\_\_\_\_  
Theodore J. Elder, President

\_\_\_\_\_  
Eric J. Fiori, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
Caryn G. Abbott

\_\_\_\_\_  
Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell



COMMISSIONERS  
THEODORE J. ELDER, PRESIDENT  
ERIC J. FIORI, VICE PRESIDENT  
CARYN G. ABBOTT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
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 I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, we congratulate the Pocomoke High School (PHS) Boys 4x100 Meter Relay Team, the Warriors, for winning the 2024 MPSSAA 1A State Championship Title in outdoor track, with a winning time of 42.99 seconds; and

**WHEREAS**, we are extremely proud of the Warriors Boys 4x100 Relay Team Coaches Latoya Purnell, D'nasia Jones, David Moore, and Tim Bratten, and team members Jamir Roberts, Kyshawn Johnson, Talan Thomas, and Mauriek Palmer for bringing home the first State title in the PHS Outdoor Track Program.

**NOW, THEREFORE**, we, the County Commissioners of Worcester County, Maryland, do hereby express our pride in the **Pocomoke High School Boys 4x100 Meter Relay Team, the 2024 MPSSAA 1A State Champions**, for representing the school and county well.

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Five.



\_\_\_\_\_  
Theodore J. Elder, President

\_\_\_\_\_  
Eric J. Fiori, Vice President

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Anthony W. Bertino, Jr.

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\_\_\_\_\_  
Caryn G. Abbott

\_\_\_\_\_  
Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell

*Citizens and Government Working Together*



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: January 27, 2025  
RE: Grant Application request – FY25 Maryland SolarAPP+ Implementation Grant Program

\*\*\*\*\*

I am requesting the approval of the County Commissioners to apply for a grant to cover the implementation costs associated with SolarAPP+, an application developed by the National Renewable Energy Laboratory (NREL). The Maryland Energy Administration (MEA) is offering these funds to help local jurisdictions with the mandatory implementation of the solar plan review software under the 2024 Brighter Tomorrow Act (SB 783) by August 1, 2025. The grant is accepted on a first-come, first-served basis through April 1, 2025, or until the grant funds are exhausted.

The grant will cover staff hours to implement SolarAPP+ in the following four categories: training; develop new procedures and to integrate with existing systems; potential fee adjustments; and IT resources. We are requesting up to \$7,000 in reimbursable expenses.

SolarAPP+ was designed to support the automatic plan review of roof-top solar energy systems that meet certain eligibility criteria. If approved, DRP will receive an email notification with the approved documents which will then be entered into our DocuWare permitting system for immediate issuance of a permit without additional plan review. Systems that do not meet the eligibility criteria will be required to be reviewed under the standard building permit process.

While there is no purchase or maintenance cost to the counties associated with the software, permit applicants will be charged a \$35 administrative fee per permit (in addition to the local permit fee) that will go directly to the Department of Energy to cover maintenance, customer service, technical assistance and software development costs. Applicants are encouraged, but not required, to submit through SolarAPP+ if they do not want to pay the additional fee.





**Maryland**  
Energy  
Administration

Wes Moore, Governor  
Aruna Miller, Lt. Governor  
Paul G. Pinsky, Director

## Funding Opportunity Announcement (“FOA”) FY25 SolarAPP+ Implementation Grant Program

*\*\*Federally-Funded Grant Program\*\**

### Program Description:

The FY25 SolarAPP+ Implementation Grant Program provides grant funding to all Counties and Municipalities in the state of Maryland that issue solar permits and agree to implement SolarAPP+. Funding is intended to offset the costs associated with implementing the free-to-use [U.S. National Renewable Energy Laboratory SolarAPP+](#) solar permitting software into a County or Municipality’s current permitting process to streamline solar permitting in their jurisdiction.

The proposed grants will be made available to assist Counties and Municipalities with the short-term change management costs that may be associated with deploying a new software system, including the need for limited-time, project-specific staffing resources, financial or technical information technology (“IT”)-focused upgrades and integrations to existing permitting systems.

**Note:** Funding under this program is **only** for the implementation of SolarAPP+ software.

**No Retroactive Grants:** SolarAPP+ Implementation Grant Program funds are available only to Maryland Counties and Municipalities that **have not already adopted SolarAPP+**. MEA will not retroactively award a grant to a County or Municipality that has adopted SolarAPP+ prior to executing a grant agreement with MEA.

### Program Background:

The Program is funded by Maryland’s State Energy Program (SEP) Infrastructure Investment & Jobs Act (IIJA) formulaic

award, administered by the U.S. Department of Energy (DOE). Under this Program, MEA uses a portion of Maryland's SEP IIJA allocation to incentivize voluntary SolarAPP+ deployment to Maryland Counties and Municipalities.

Under the [Brighter Tomorrow Act \(S.B. 783, Chapter 595, 2024 Acts of Maryland\)](#), Maryland Counties and Municipalities are **now required to adopt automated solar permitting software** into their residential solar permitting processes. The statutory deadline for compliance with this requirement is **August 1, 2025**.

MEA has identified the National Renewable Energy Lab (NREL) SolarAPP+ permitting platform as satisfying the software requirements of the Brighter Tomorrow Act.

<b>Type of Grant Program:</b>	<b>Non-Competitive, First-Come-First-Served, Two Step Application Process</b>
<b>Application Deadline:</b>	<b>3:00 P.M. ET, Friday, April 1, 2025</b>
<b>Anticipated Funding:</b>	The Program has a budget of approximately <b>\$3.9 million</b> available for awards to local governments deploying SolarAPP+.
<b>Grant Formula:</b>	Grant awards will be calculated formulaically as a base grant based on the population size of the jurisdiction with supplemental funding awarded based on the percentage of the population that falls at or below the poverty line, and the energy and housing burden of the population. This will be calculated using information provided by the locality and data collected through the <a href="#">Department of Energy (DOE) Office of State and Community Energy Programs' Low-Income Energy Affordability Data (LEAD) Tool</a> <sup>1</sup> and the <a href="#">Council of Environmental Quality's Climate and Economic Justice Screening Tool (CEJST)</a> <sup>2</sup> .

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<sup>1</sup> <https://www.energy.gov/scep/slsc/lead-tool>

<sup>2</sup> <https://screeningtool.geoplatform.gov/en/#13.65/39.36255/-76.71342>



All applicants will be eligible for a base award with the ability to receive more funding based on information specific to poverty, energy burden, and housing burden faced by the population served.

Additional funding will be calculated formulaically based on the percentage of the population that falls at or below the federal poverty line, and the energy and housing burden faced by the jurisdiction as compared to the greater state of Maryland, as determined by the [DOE LEAD Tool](#) and the [CEJST](#).

**Eligible Applicants:** **Maryland Counties and Municipalities**

**Eligible Activities:** Grants will be made on a first-come, first-served basis to eligible applicants and may be used for staff hours related to the implementation of SolarAPP+ software and procedures. Eligible uses of funding includes: staff time for: 1. Training, 2. Integration with existing IT permit systems, 3. Developing new procedures and to integrate with existing systems and 4. IT resources for implementing SolarAPP+.

MEA will also consider requests for additional costs related to SolarAPP+ deployment on a case-by-case basis, with justification from the County or Municipality through a Needs Assessment.

**Program Requirements:** Under the Program, Award Recipients will be required to implement and demonstrate the implementation of SolarAPP+ in their solar permitting process as well as provide community education and information about solar energy, adoption incentives, and how to apply for a residential solar permit under their jurisdiction.

**Federal Requirements:** The FY25 SolarAPP+ Implementation Grant Program is federally-funded from the U.S. DOE State Energy Program. Participation in the SolarAPP+ Implementation Grant Program requires compliance with certain federal requirements. Each grantee that is awarded a grant by this Program will be required to comply with these requirements, which will be incorporated into and made part of the grant agreement. Information about these federal requirements is available in

## Appendix 1 to this FOA.

**Minimum Eligibility Requirements:**

The following requirements must be met in order for the application to be considered eligible for a grant award.

**Note: MEA has the discretion to award all, some or no funding under this Program to applicants. Meeting the minimum eligibility requirements does not guarantee funding.**

1. **County or Municipality:** The applicant must be a recognized Maryland County or Municipality that is responsible for issuing permits for residential solar photovoltaic (“PV”) energy generating systems. Each applicant will be required to provide documentation evidencing that the applicant meets the definition.
2. **Complete Application:** To be considered eligible, applicants must submit a complete application with all required application documents and information listed under “Required Application Documents.”

**Application Process:**

Applicants will be required to submit an application with the following information to determine the base grant for their SolarAPP+ Implementation.

1. Overview of Existing Residential Solar Permitting
2. Resource Need Descriptions
3. Cost Breakdown
4. Past work on SolarAPP+ with NREL *if applicable*
5. Third Party Good Standing *if applicable*
6. IRS W-9

**Optional Needs Assessment:** To receive approval to use awarded funding *outside* of the four eligible activities, the Applicant may submit an *optional* Needs Assessment. The Needs Assessment should identify the locality’s needs to use grant funding for activities not listed under “Eligible Activities” to streamline their implementation of SolarAPP+ and ultimately scale up residential rooftop solar

development in the jurisdiction. More information about the Needs Assessment is provided in the “Needs Assessment (Optional)” section of this FOA.

The final grant will be calculated formulaically using information provided by the locality and data collected through the [DOE LEAD Tool](#)<sup>3</sup> and the [CEJST](#)<sup>4</sup>.

### Required Application Documents:

The following documents are **required** to constitute a complete application to the SolarAPP+ Implementation Grant Program. Failure to submit required information or documentation will result in rejection of the application. An applicant whose application is rejected for this reason may reapply, up to the Application Deadline.

1. **Application Form:** A complete, accurate, and signed application form is required. All requested and applicable information is required.
2. **Overview of Jurisdiction:** Each applicant must provide an overview of the population served by the jurisdiction

The overview must include:

- a. The percentage of the population that is at or below the poverty line,
- b. The energy burden of the average population served
- c. The number of homeowners in the population
- d. The housing burden of the population served

Note: Socioeconomic and demographic data can be found using the [DOE LEAD Tool](#)<sup>5</sup> or the [CEJST](#)<sup>6</sup>.

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<sup>3</sup> <https://www.energy.gov/scep/slsc/lead-tool>

<sup>4</sup> <https://screeningtool.geoplatform.gov/en/#13.65/39.36255/-76.71342>

<sup>5</sup> <https://www.energy.gov/scep/slsc/lead-tool>

<sup>6</sup> <https://screeningtool.geoplatform.gov/en/#11.15/39.5245/-76.804>

**3. Overview of the Existing Residential Solar Permit Process:** Each applicant must provide an overview of their current solar PV energy generating system permitting requirements and procedures.

The overview must explain:

1. The current permitting process if any;
2. the steps necessary to successfully issue permit(s) required by the County or Municipality under the current process; and,
3. the type of SolarAPP+ integration desired (i.e., the “standalone” model or the “integrated” model<sup>7</sup>)

**4. Resource Description:** Applicants must provide a description of the anticipated staff hours, broken out by staff category and all-in hourly rate, required to implement SolarAPP+. This should include staff hours in the following categories:

1. Anticipated staff time for training,
2. Anticipated staff time to develop new procedures and to integrate with existing systems
3. Anticipated staff time to account for potential fee adjustments, and
4. Anticipated staff time related to IT resources

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<sup>7</sup>**Integrated Model:** A model for the adoption of the SolarAPP+ streamlined solar permitting software that conducts the code review, approves projects that are code compliant, collects the SolarAPP+ fee, and notifies the County or Municipality of the project approval. The County or Municipality's permitting system prompts the user with additional questions necessary to facilitate the solar permit, allows upload of certain SolarAPP+ documents, collects permitting fees for the County or Municipality, and issues the permitting documents.

**Stand Alone Model:** A model for the adoption of the SolarAPP+ streamlined solar permitting software that conducts the code review, approves projects that are code-compliant, collects the SolarAPP+ fee, collects (via STRIPE) the County or Municipality permitting fee, and then issues the permitting paperwork to the applicant and the County or Municipality.

for implementing SolarAPP+

**Note:** Should the Applicant desire to use grant funding for activities *outside* of those listed in the above categories, Applicants must submit a Needs Assessment with sufficient justification for that use of funding.

- 5. Cost Breakdown:** Each applicant must provide a breakdown of the staff time costs necessary for successful integration of SolarAPP+. The breakdown should include a list of each line item and its associated cost, estimated as accurately as possible at the time of application. Justification for costs must be included, and must identify whether the cost will be:

1. One-time, or
2. Ongoing, and if so, include these costs in a dollar-per-year (\$/year) basis, or
3. Temporary.

- 6. Past NREL Work on SolarAPP+: *If applicable.*** Include a summary of any work that the applicant has completed, or is currently completing, with NREL as it pertains to adopting SolarAPP+ or a related software.

- 7. Third Party Good Standing: *If applicable.*** Should applicants know they will be using a contractor, developer, vendor, or other third party organization to complete the project (“Contractor”), this Contractor *must* be in Good Standing with the [Maryland Department of Assessments and Taxation \(“DAT”\)](#)<sup>8</sup> and the applicant *must* provide evidence of each Contractor’s Good Standing.

1. A screenshot or PDF of the applicant’s status in DAT’s [Business Entity Search](#)<sup>9</sup> that

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<sup>8</sup> <https://dat.maryland.gov/pages/default.aspx>

<sup>9</sup> <https://egov.maryland.gov/businessexpress/entitysearch>

indicates a Good Standing status; OR

2. A copy of a Certificate of Good Standing from DAT. Instructions on how to obtain a Certificate of Good Standing are available on [DAT's website](#)<sup>10</sup>.

**Note:** Selection of a Contractor is not required at the time of application to the Program. Please only submit documentation of Contractor Good Standing at the time of application if the Contractor has already been formally selected and a contract has been executed.

8. **IRS Form W-9:** Please include a complete, accurate, up-to-date, and signed IRS Form W-9 for the applying County or Municipality. **This is required for payment of grant funds, if the project is selected for a grant.**

**Needs Assessment  
Optional:**

To be eligible to use funding for services listed *outside* of the four eligible activities related to SolarAPP+ implementation (1. *Anticipated staff time for training*, 2. *Anticipated staff time to develop new procedures and to integrate with existing systems*, 3. *Anticipated staff time to account for potential fee adjustments*, and 4. *Anticipated staff time related to IT resources for implementing SolarAPP+*) Applicants must submit a Needs Assessment.

Uses of funding that fall outside of the eligible activities *may* be considered with sufficient justification under the Needs Assessment. Approval is not guaranteed. The Needs Assessment should identify the locality's needs to use funding outside of the listed eligible activities to streamline their implementation of SolarAPP+ and ultimately scale up residential rooftop solar development in their jurisdiction.

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<sup>10</sup> <https://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx>

Examples of information that may be included in the Needs Assessment include but are not limited to:

- a. The jurisdiction's current pipeline of solar permits to approve, or
- b. A breakdown of additional costs requested by the jurisdiction to implement that may fall *outside* of the current eligible program costs.

**Review Process:**

Applications for Program funding will be accepted on a first-come, first-served basis and will be reviewed as received. Applicants will receive a notice of approval or denial after submitting a complete and eligible application package to MEA.

Applications are reviewed for eligibility and completeness. Complete and eligible applications are checked against the minimum requirements and if found to satisfy the requirements, Applicants will be notified of their application approval status. Successful applicants will need to enter into a grant agreement with MEA.

Allowable costs will be reimbursed in arrears, up to the maximum size of the grant award. MEA will only reimburse for costs, after receiving proof of the eligible expenses incurred deploying the SolarAPP+ software.

**Partial Grant Awards:**

Partial grants are possible under this Program, depending on the number of complete proposals received and associated total grant funds requested.

Full grants will be made for complete and eligible applications on a first come, first served basis until grant funds are exhausted. If sufficient grant funds are not available to fully fund a project, the applicant will be given an option to accept partial funding. If the applicant declines, MEA will offer grant funding under this same structure to the next qualified applicant until all funding has been expended or all remaining projects have rejected the offer.

**Program Provisions:**

The conditions of MEA Grant Agreement General



Provisions as applicable, available on MEA's website [here](#), and the Bipartisan Infrastructure Law (BIL) Special Terms and Conditions, apply to awards under this Program.

***In the event of a conflict between MEA standard provisions and federal terms and conditions, the federal terms and conditions control.***

If an applicant has any questions about the applicability of an MEA standard provision or federal term or condition, please contact the Program Manager.

#### **Grant Funding and Payment:**

The following requirements apply to the request for reimbursement and payment of grant funds for each grantee that is selected for funding:

- **Electronic Payments:** Participation in MEA grant programs is voluntary. If selected for a grant and to ensure the secure transmission of grant funds, grantee recipients of MEA funding are generally required to receive electronic payments from the State of Maryland. Electronic payments are set up through the State of Maryland's Comptroller's Office via their [vendor services portal](#).
- **Reporting:** If selected for a grant, each grantee must ensure timely and current compliance with the Program's reporting requirements. Each grantee will be required to submit **quarterly progress reports ("QPRs")** throughout the life of the project. **MEA will not authorize the reimbursement of any grant funds until the grantee is current and compliant with all reporting requirements.**
- **Encumbrance of Funds:** Upon receipt of a grant agreement signed by both the grantee and MEA, MEA will encumber the grant funds.
- **Prior Expenses Restriction:** No costs incurred by a grantee prior to execution of a commitment letter or

grant agreement will be reimbursed by MEA for a project.

**Submission  
Instructions:**

Each applicant to the FY25 SolarAPP+ Implementation Grant Program **must use the online MEA SolarAPP+ Implementation Grant Program Application Portal, which is accessible in the link below.**

**>>> [FY25 SolarAPP+ Implementation Grant Program Application Portal](#) <<<**

**APPLICATIONS ARE DUE BY 3:00 P.M. ET, APRIL 1, 2025.**

If you do not believe that you will be able to use this portal, **contact MEA by no later than** March 14, 2025, by sending an email to the MEA SolarAPP+ Implementation Grant Program Manager at [SolarAPP.MEA@Maryland.gov](mailto:SolarAPP.MEA@Maryland.gov). MEA may grant an exception to using the portal on a case-by-case basis, only for special circumstances, as determined solely by MEA.

**Questions**

Questions can be directed to the MEA SolarAPP+ Implementation Team by sending an email to [SolarAPP.MEA@Maryland.gov](mailto:SolarAPP.MEA@Maryland.gov). You can also call MEA's main phone line at 410.537.4000.

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DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

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: January 22, 2025  
RE: MDOT – Surplus Property

\*\*\*\*\*

I recently received the attached letter and information from Mr. Jordan Smith, Clearance and Disposition Coordinator, for the Maryland Department of Transportation (MDOT), indicating their intent to dispose of certain surplus properties. Before disposing of the properties, MDOT must notify the local jurisdiction and give them an opportunity to request additional information or express an interest in acquiring the property. Based upon my review, I have the following comments to provide:

#### **MC# 24-2916 – former H. Watson Powell, et ux & Kevin J. Kronewitter, et ux properties**

The properties are shown on Worcester County Tax Map 48 as Parcels 42 and 43 respectively, located on the easterly side of US Route 113, approximately 390 feet north of Porters Crossing Road in Newark. The subject properties consist of two adjoining, unimproved parcels containing 0.19 acres (Parcel 42) and 0.267 acres (Parcel 43) respectively. The current zoning is A-1 Agricultural District. The parcels were acquired as part of the US Route 113 dualization project. Both parcels are subject to a perpetual easement area approximately 45' deep for the drainage facility and access. According to the information provided by MDOT SHA, the properties are being conveyed together and will be offered to the adjoining owner(s) through a sealed bid sale.

Upon review of the subject properties, I do not see any real use that the County may have for the properties. Should the County Commissioners concur, I will be happy to notify MDOT.

January 15, 2025

SENT BY ELECTRONIC MAIL

Ms. Jennifer Keener  
Director, Development Review  
Worcester County Government Center, Room 1201  
One West Market Street  
Snow Hill, MD 21863

Dear Ms. Keener

The State Highway Administration (SHA) proposes the sale of MC# 24-2916 identified as the former H. Watson Powell, Et Ux & Kevin J. Kronewitter, Et Ux properties, Item No(s). 109258 & 109275 and further described in the attached Salient Fact Sheet with Property Plat, Tax and Location Maps.

In accordance with Maryland Department of Transportation Policy and Procedures, before proceeding with any other sales activity, we will allow you a period of **60 days** to review the attached information, request additional information and to notify us of your interest, in writing, concerning the property as offered. This review period shall expire on **Friday, March 14, 2025** without further notice. Please be aware that in most cases an interest in the property would require the purchase of the property based on an appraised value or, in a few cases, a cost plus interest basis. Additionally, we are not interested in a conveyance on any exchange basis.

Should you have an interest in acquiring the subject property, please contact this office, in writing, on or before the expiration of the review period. Any other extension for your consideration of this property must be requested, in writing, within the review period and shall be subject to specific written approval from this office.

If you have no interest in the property, please notify the following individual at your earliest convenience. In either case, we request you provide all responses to:

Mr. Jordan Smith  
Clearance and Disposition Coordinator  
Office of Real Estate and Economic Development  
Maryland Department of Transportation The Secretary's Office  
7201 Corporate Center Drive, MS 470  
Hanover MD 21076  
Phone: 410-865-1234  
email: [jsmith38@mdot.maryland.gov](mailto:jsmith38@mdot.maryland.gov)

Ms. Jennifer Keener  
Page Two

If you require any assistance or need additional information, please do not hesitate to contact me at 410-865-1234 or via email at [jsmith38@mdot.maryland.gov](mailto:jsmith38@mdot.maryland.gov).

Sincerely,



Jordan Smith  
Clearance and Disposition Coordinator  
Office of Real Estate and Economic Development

**ATTACHMENTS**

- Salient Fact Sheet
- Plat No. 62183
- Location and Tax Maps
- Aerial

cc: Ms. Victoria Johnson, Real Property Specialist, Property Asset Management Division,  
MDOT State Highway Administration  
Mr. Matthew Laick, Deputy Director, Development Review  
Ms. Mashel Wakil, Team Leader, Office of Real Estate and Economic Development,  
MDOT The Secretary's Office

**Salient Fact Sheet**

Conveyance of Real Property  
Maryland Department of Transportation State Highway Administration  
Office of Real Estate

**Date of Preparation:** January 15, 2025 **Refer to MC #:** 24-2916

**Property Name:** H. Watson Powell, Et Ux & Kevin J. Kronewitter, Et Ux

**Property Item/Reference No(s):** 109258 & 109275 **Internal Clearance:** November 8, 2023

**Modal Plat No:** 62183 **Plat Date:** June 13, 2023

**Location:** Located south of U.S. Route 113 (Worcester Hwy), adjacent to Porters Crossing Road in Newark, Worcester County.

**SDAT Property Tax Information:**

<b>County:</b>	Worcester	<b>Tax Map #:</b>	0048	<b>Parcel:</b>	42 & 43
<b>Grid:</b>	0021	<b>Block:</b>	N/A	<b>Account #</b>	04-003357 & 04-003233

**Type of Transaction:** Disposition

**Acreage:** Containing a total of 19,900 square feet or 0.457 acres of land, plus or minus

**Improved:** No

**Description of Improvements:** N/A

**Consideration:** TBD

**Federal Approval:** N/A

**Additional Notes/Info:** SHA acquired the subject properties in 2016 & 2018 for the U.S. Route 113 – From Five Mile Branch Road to North of MD Route 365 (Public Landing Road)/WO635\_1 right-of-way project. These properties are being assembled and conveyed together with a combined total area of 0.457 acres. These properties are being conveyed subject to a perpetual drainage easement that is being retained by SHA, containing a combined total area of 0.281 acres. Unless conveyed to Worcester County, SHA proposes to offer these properties to the adjoining owner(s) through a sealed bid sale.

**The following information is provided subject to Appraisal and is in no way warranted:**

**Assumed Zoning:** Agricultural

**Utilities Available:** TBD

**Estimated Market Value:** TBD

**Prepared by:**

Victoria Johnson  
Real Property Specialist, Office of Real Estate  
Maryland Department of Transportation State Highway Administration  
707 N. Calvert Street  
Baltimore, MD 21202

Phone: 410-545-0336  
email: [vjohnson5@mdot.maryland.gov](mailto:vjohnson5@mdot.maryland.gov)



FORMERLY BRYANT D. & LAUREN W. BUNTING 109285		
REC'D	LIBER FOLIO	
1	N 25°55'42" E	205.08'
2	S 51°10'49" E	124.38'
3	S 38°49'27" W	199.79'
4	N 51°16'10" W	78.61'
CONVEYANCE AREA 20,285 SQ. FT. OR 0.466 ACRES± SHOWN THUS:		

FORMERLY BRYANT D. & LAUREN W. BUNTING 109285		
REC'D	LIBER FOLIO	
1	N 25°55'42" E	205.08'
2	S 51°10'49" E	44.89'
3	S 25°56'18" W	205.00'
4	N 51°16'10" W	44.83'
PERPETUAL EASEMENT AREA (TO BE RETAINED BY SHA) 8,968 SQ. FT. OR 0.206 ACRES± SHOWN THUS:		

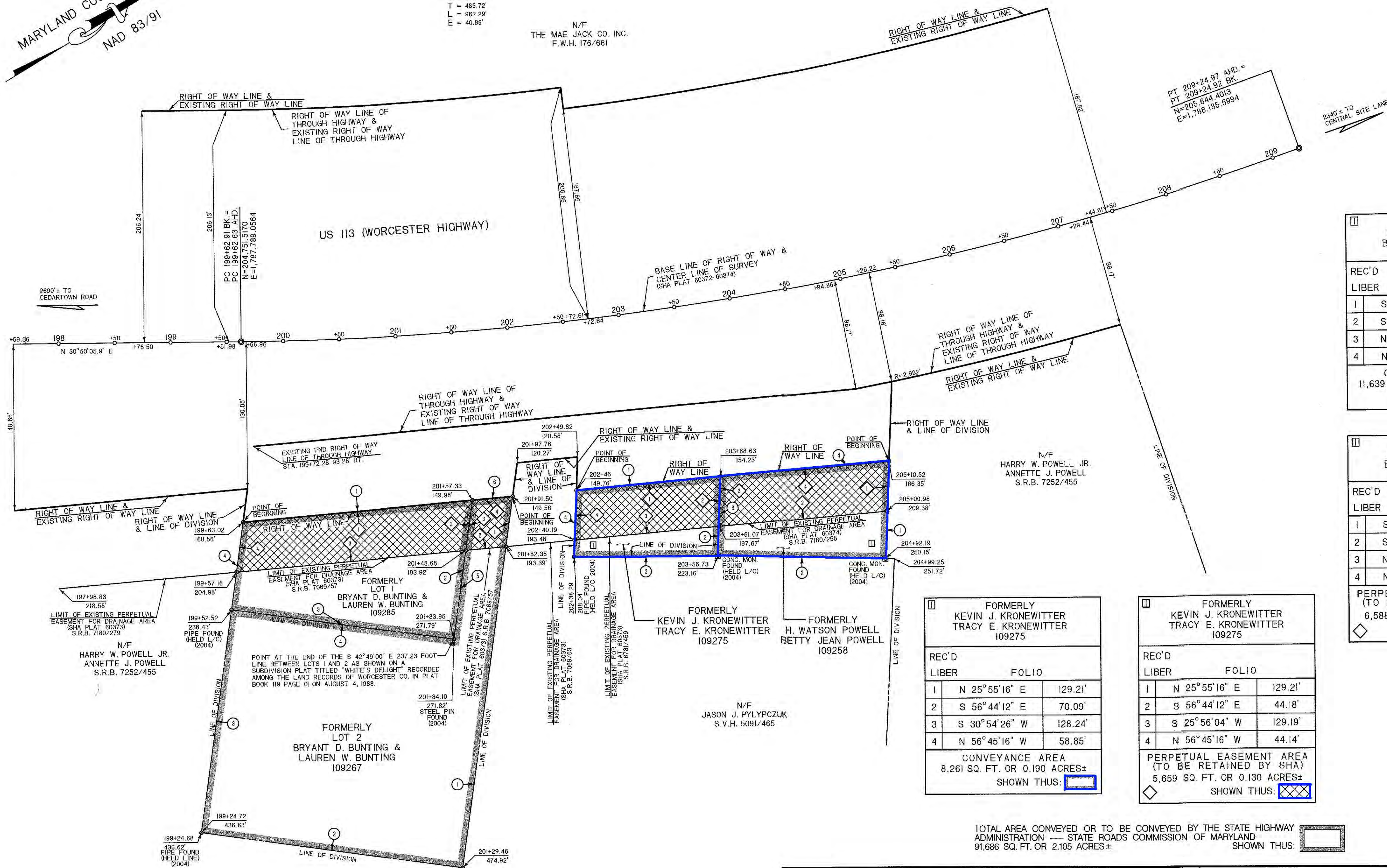
FORMERLY BRYANT D. & LAUREN W. BUNTING 109267		
REC'D	LIBER FOLIO	
1	S 51°10'53" E	332.54'
2	S 38°49'21" W	234.85'
3	N 51°10'50" W	200.14'
4	N 38°49'27" E	199.79'
5	N 51°10'49" W	124.38'
6	N 25°55'16" E	35.96'
CONVEYANCE AREA 51,501 SQ. FT. OR 1.182 ACRES± SHOWN THUS:		

FORMERLY BRYANT D. & LAUREN W. BUNTING 109267		
REC'D	LIBER FOLIO	
1	S 51°10'53" E	44.90'
2	S 25°56'10" W	35.95'
3	N 51°10'49" W	44.89'
4	N 25°55'16" E	35.96'
PERPETUAL EASEMENT AREA (TO BE RETAINED BY SHA) 1,573 SQ. FT. OR 0.036 ACRES± SHOWN THUS:		

MARYLAND COORDINATE SYSTEM  
NAD 83/91

CURVE DATA  
Δ = 19°14'45.1"  
D = 02°00'00.0"  
R = 2864.79'  
T = 485.72'  
L = 962.29'  
E = 40.89'

N/F  
THE MAE JACK CO. INC.  
F.W.H. 176/661



FORMERLY H. WATSON POWELL BETTY JEAN POWELL 109258		
REC'D	LIBER FOLIO	
1	S 56°44'14" E	86.07'
2	S 32°01'22" W	149.10'
3	N 56°44'12" W	70.09'
4	N 25°55'16" E	150.30'
CONVEYANCE AREA 11,639 SQ. FT. OR 0.267 ACRES± SHOWN THUS:		

FORMERLY H. WATSON POWELL BETTY JEAN POWELL 109258		
REC'D	LIBER FOLIO	
1	S 56°44'14" E	44.22'
2	S 25°56'10" W	150.29'
3	N 56°44'12" W	44.18'
4	N 25°55'16" E	150.30'
PERPETUAL EASEMENT AREA (TO BE RETAINED BY SHA) 6,588 SQ. FT. OR 0.151 ACRES± SHOWN THUS:		

FORMERLY KEVIN J. KRONWITTER TRACY E. KRONWITTER 109275		
REC'D	LIBER FOLIO	
1	N 25°55'16" E	129.21'
2	S 56°44'12" E	70.09'
3	S 30°54'26" W	128.24'
4	N 56°45'16" W	58.85'
CONVEYANCE AREA 8,261 SQ. FT. OR 0.190 ACRES± SHOWN THUS:		

FORMERLY KEVIN J. KRONWITTER TRACY E. KRONWITTER 109275		
REC'D	LIBER FOLIO	
1	N 25°55'16" E	129.21'
2	S 56°44'12" E	44.18'
3	S 25°56'04" W	129.19'
4	N 56°45'16" W	44.14'
PERPETUAL EASEMENT AREA (TO BE RETAINED BY SHA) 5,659 SQ. FT. OR 0.130 ACRES± SHOWN THUS:		

TOTAL AREA CONVEYED OR TO BE CONVEYED BY THE STATE HIGHWAY  
ADMINISTRATION, STATE ROADS COMMISSION OF MARYLAND  
91,686 SQ. FT. OR 2.105 ACRES±  
SHOWN THUS:

COORDINATES AND BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE MARYLAND COORDINATE SYSTEM, AS DEFINED BY THE NORTH AMERICAN DATUM OF 1983, ADJUSTED IN 1991 (NAD83/91) AND ARE BASED ON THE FOLLOWING STATE HIGHWAY ADMINISTRATION, PLATS & SURVEYS DIVISION CONTROL STATIONS:			
DESIGNATION	NORTH	EAST	BOOK/PAGE
113-10	196,679.838	1,780,919.904	25010/15
113-16	205,451.384	1,788,119.134	24161/32

BOOKS	PART OF PLATS	LOCATED IN	WORCESTER	COUNTY
1697 (TRAV) 12372 (TOPD) 14257 (TOPD) 14258 (TOPD) 24161 (GPS) 25010 (GPS)	9060 (REV. 11/06/1953) 10904 60384 60385 60372 60373 60374	PREPARED BY:	PLATS & SURVEYS DIVISION	
		ADDRESS:	211 E. MADISON STREET BALTIMORE MD 21202	
		CONSTRUCTION PROJECT:	US 113 FROM MD 365 TO FIVE MILE BRANCH ROAD	
		CONSTRUCTION PROJECT NO.:	W06355170	

STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: US 113 FROM FIVE MILE BRANCH RD TO NORTH OF MD 365 (PUBLIC LANDING RD)

RIGHT OF WAY PROJECT NO. W06355170

ISSUED JUNE 13 2023 FEDERAL AID PROJECT NO.

SCALE: 1" = 50'

CONVEYANCE PLAT No. 62183

SURVEYOR'S CERTIFICATION  
THE RIGHT OF WAY LINES AND LINES OF DIVISION SHOWN  
HEREON WERE ESTABLISHED FROM DEEDS AND PLATS OF  
RECORD. THE UNDERSIGNED WAS IN RESPONSIBLE CHARGE  
OF THE PREPARATION OF THIS PLAT AND THE SURVEYING  
WORK REFLECTED ON IT. THIS PLAT WAS DEVELOPED IN  
COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN  
COMAR REGULATION 09.13.06.  
PATTIANNE SMITH  
PROFESSIONAL LAND SURVEYOR MD REG. NO. 21267  
EXP. DATE 6/13/2025  
DATE 8-22-2024

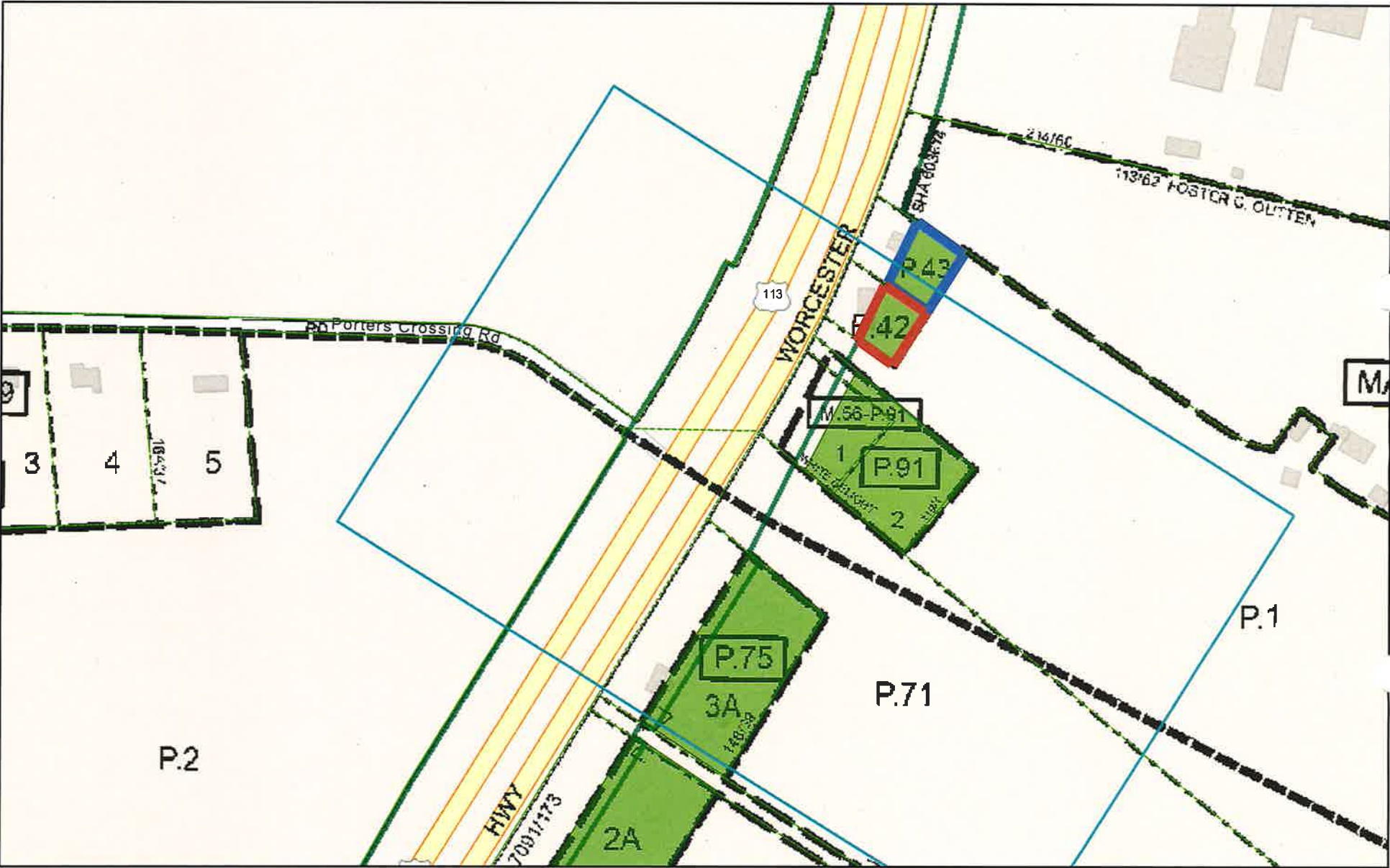


LEGEND OF PROPOSED EASEMENTS	
	TEMPORARY CONSTRUCTION EASEMENT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT.
	REVERTIBLE EASEMENT FOR SUPPORTING SLOPES.
	PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED ON THIS PLAT.
	PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT.
	PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO AN EXISTING WATERWAY OR NATURAL DRAINAGE COURSE.
	PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND.

A PORTION OF THIS RIGHT OF WAY IS FOR A CONTROLLED ACCESS  
ARTERIAL HIGHWAY AND NO ACCESS, EITHER VEHICULAR,  
PEDESTRIAN, OR ANIMAL WILL BE PERMITTED ACROSS THE LINE  
DESIGNATED "RIGHT OF WAY LINE OF THROUGH HIGHWAY" EXCEPT  
BY MEANS OF SUCH PUBLIC ROAD CONNECTIONS AS ARE  
AUTHORIZED BY LAW.  
50' 0 50' 100'  
SCALE: 1" = 50'  
SENT TO RECORD OFFICE 20  
APPROVED BY: STATE ROADS COMMISSION CHAIRMAN 20  
NO. DATE REVISION

07/19/24  
ADDED TWO CONVEYANCE  
PARCELS FOR FORMER  
ITEM NOS. 109275 & 109258

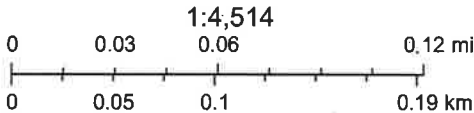




12/28/2023, 1:32:22 PM

- MDOT SHA Parcel Inventory - Available
- MDP Property Boundaries
- Right of Way
- Surveyed

3 - 6



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Google Maps 38°13'04.9"N 75°20'37.4"W



Map data ©2023 1000 ft



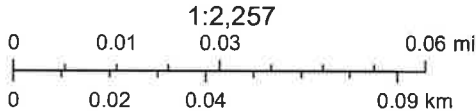






12/28/2023, 1:37:07 PM

- MDOT SHA Parcel Inventory - Available
- MDP Property Boundaries
- Right of Way
- Surveyed



3 - 9

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Maryland Department of Transportation (MDOT)

This information is provided "as is" without warranty, MDOT assumes no responsibility for errors or omissions of any kind.



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, P.E., Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: January 21, 2025  
Re: Text Amendment – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

.....

At the public hearing on January 21, 2025, the Worcester County Commissioners voted to approve the text amendment for private, noncommercial buildings for the storage of personal property in the A-1 District, subject to amendments. Attached is a copy of the amended bill that addresses the following concerns:

- Sets a limit of one building per parcel or lot.
- Sets a maximum limit of 11,000 square feet of gross floor area.
- Clarifies that the building shall only be used for personal storage by the property owner upon which the building is located.

If the amended bill meets with the Commissioners' approval and is signed, I will notify the applicant that the next step is to apply to the Board of Zoning Appeals for the required special exception once the bill becomes effective.

cc: Jonathan Anders, applicant  
Matt Laick, Deputy Director  
Kristen Tremblay, Zoning Administrator  
Roscoe Leslie, County Attorney



COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-11

---

BY: Commissioners Fiori and Mitrecic

INTRODUCED: December 17, 2024

AMENDED: January 21, 2025

---

A BILL ENTITLED

AN ACT Concerning

Zoning – Private, noncommercial storage buildings in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use private, noncommercial buildings for the storage of personal property without a principal residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) A SINGLE private, noncommercial buildings for the storage of personal property BY THE PROPERTY OWNER UPON WHICH THE BUILDING IS LOCATED. Minimum lot requirements shall be: lot area, twenty acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. FURTHERMORE, THE GROSS FLOOR AREA SHALL NOT EXCEED ELEVEN THOUSAND SQUARE FEET.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY



Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: January 27, 2025

RE: Trial Board Administrative Law Judge Appointment

The Town of Ocean City is requesting that the Commissioners, pursuant to Md. Code, Public Safety § 3-106, appoint the Hon. Victor K. Butanis to serve on a trial board being scheduled by the Town.

The Town will be responsible for all costs associated with the trial board, but Commissioner appointment is required under state law.





# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

January 28, 2025

Worcester County Commissioners  
Worcester County Government Center  
1 W. Market Street  
Room 1103  
Snow Hill, Maryland 21863

**Re: Trial Board Appointment Request**

Dear Commissioners:

The Town of Ocean City is in the process of establishing its Trial Board pursuant to §3-106 of the Public Safety Article of the Maryland Annotated Code. As part of that process, and in accordance with subsection (b)(i) of the §3-106, the Trial Board must be composed, in part, of an “actively serving or retired administrative law judge or a retired judge of the District Court or a circuit court, appointed by chief executive officer of the county.” (emphasis added) *Id.* Although the Town of Ocean City may hold its own Trial Board, by statute, the County appoints the judge who sits on the Trial Board.

In consideration of the legal requirements, kindly accept this letter on behalf of the Mayor and City Council of Ocean City to appoint the Honorable Victor K. Butanis. I am attaching Judge Butanis’ Resume/CV for your reference. You will note that he is presently serving in this capacity for five (5) counties and five (5) towns/cities. Upon review of this matter with our City Solicitor (who I understand has spoken with your County Attorney about this subject), the Town believes that Judge Butanis is the correct choice for this position.

The Town appreciates your consideration of this request and looks forward to your prompt appointment of Judge Butanis.

Should you have any questions, please contact me.

Very Truly Yours,

Terence J. McGean  
City Manager

cc: Mayor and City Council  
City Solicitor

**MAYOR**  
Richard W. Meehan

**CITY COUNCIL**

Matthew M. James  
*President*

Anthony J. DeLuca  
*Secretary*

John F. Gehrig, Jr.  
Jacob H. Mitrecic  
Carol Proctor  
Will Savage  
Larry R. Yates

**CITY MANAGER**  
Terence J. McGean, PE

**CITY CLERK**  
Diana L. Chavis, MMC

**Victor K. Butanis**

2820 Glen Keld Court, Baldwin, Maryland 21013

VictorKButanis@gmail.com

(443) 417-6777

**EXPERIENCE**

---

- **Chair, Police Trial Boards, per Police Accountability Act, 2023-Present:**
  - Allegany County
  - Carroll County
  - Charles County
  - Harford County
  - Washington County
  - City of Aberdeen, Maryland
  - Town of North East, Maryland
  - Town of Elkton, Maryland
  - Town of LaPlata, Maryland
  - City of Westminster, Maryland
- **Chair, Board of Airport Zoning Appeals (Maryland Department of Transportation), 2019-Present**
- **Member, Governor's Commission on Maryland Military Monuments, 2020-Present**
- **Adjunct Professor, Criminal Justice, Harford County Community College, Bel Air, Maryland, 2016-2020**
- **Associate Judge, District Court of Maryland for Harford County, Bel Air, Maryland, 1996-2018 (Administrative Judge, 1999-2010)**
- **Lecturer in criminal and constitutional law, Harford County Public Schools, Harford County, Maryland, 2002-2017**
- **Council Attorney, Harford County Council, Bel Air, Maryland, 1995-1996**
- **Sole practitioner in general practice of law, Bel Air, Maryland, 1991-1996**
- **Assistant Attorney General, State of Maryland, Annapolis and Baltimore, Maryland, 1991**
- **County Attorney, Harford County, Bel Air, Maryland, 1988-1991**

**EDUCATION**

---

- **United States Army War College, Carlisle, Pennsylvania, Commandant's National Security Program, 2014**
- **Washington College, Chestertown, Maryland, Master of Arts, 2008**
- **University of Baltimore, Baltimore, Maryland, *Juris Doctor*, 1980**
- **Loyola College, Baltimore, Maryland, Bachelor of Arts, 1976**

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## § 3-106. Trial board

West's Annotated Code of Maryland

Public Safety

Effective: July 1, 2022

West's Annotated Code of Maryland  
 Public Safety (Refs & Annos)  
 Title 3. Law Enforcement (Refs & Annos)  
 Subtitle 1. Police Accountability and Discipline (Refs & Annos)

Effective: July 1, 2022

MD Code, Public Safety, § 3-106

## § 3-106. Trial board

[Currentness](#)**In general**

(a)(1) Except as provided in paragraph (2) of this subsection, each law enforcement agency shall establish a trial board process in accordance with this section to adjudicate all matters for which a police officer is subject to discipline.

(2) A small law enforcement agency may use the trial board process of another law enforcement agency by mutual agreement.

**Membership**

(b)(1) Except as provided in paragraph (2) of this subsection, a trial board shall be composed of:

- (i) an actively serving or retired administrative law judge or a retired judge of the District Court or a circuit court, appointed by the chief executive officer of the county;
- (ii) a civilian who is not a member of an administrative charging committee, appointed by the county's police accountability board; and
- (iii) a police officer of equal rank to the police officer who is accused of misconduct appointed by the head of the law enforcement agency.

(2)(i) This paragraph may not be construed to apply to the Baltimore Police Department.

(ii) A trial board for a statewide or bi-county law enforcement agency shall be composed of:

- 1. an actively serving or retired administrative law judge appointed by the Chief Administrative Law Judge of the Maryland Office of Administrative Hearings;
- 2. a civilian who is not a member of an administrative charging committee or the Maryland Police Training and Standards Commission, appointed by the police accountability board for the county where the alleged misconduct occurred; and
- 3. a police officer of equal rank to the police officer who is accused of misconduct appointed by the head of the law enforcement agency.

**Duties of Chair**

(c) The actively serving or retired administrative law judge or the retired judge of the District Court or a circuit court shall:

- (1) be the chair of the trial board;
- (2) be responsible for ruling on all motions before the trial board; and
- (3) prepare the written decision of the trial board, including the findings, conclusions, and recommendations of the trial board.

**Training for members**

(d) Before serving as a member of a trial board, an individual shall receive training on matters relating to police procedures from the Maryland Police Training and Standards Commission.

**Proceedings open to public; exceptions**

(e) Proceedings of a trial board shall be open to the public, except to protect:

- (1) a victim's identity;
- (2) the personal privacy of an individual;
- (3) a child witness;
- (4) medical records;
- (5) the identity of a confidential source;
- (6) an investigative technique or procedure; or
- (7) the life or physical safety of an individual.

**Administration of oaths and issuance of subpoenas**

(f) A trial board may administer oaths and issue subpoenas as necessary to complete its work.

**Complainant's rights**

(g) A complainant has the right to be notified of a trial board hearing and, except as provided in subsection (e) of this section, the right to attend a trial board hearing.

**Burden of proof**

(h) Except as otherwise provided in this subtitle, a law enforcement agency has the burden of proof by a preponderance of the evidence in any proceeding under this subtitle.

**Disciplined only for cause**

(i) A police officer may be disciplined only for cause.

**Written decision after final hearing**

(j) Within 45 days after the final hearing by a trial board, the trial board shall issue a written decision reflecting the findings, conclusions, and recommendations of a majority of the trial board.

**Appeal of decision of trial board**

(k)(1) Within 30 days after the date of issuance of a decision of a trial board, the decision may be appealed by the police officer:

- (i) if the trial board is from a local law enforcement agency, to the circuit court of the county in which the law enforcement agency is located;
- (ii) if the trial board is from a bi-county law enforcement agency, to a circuit court in a county in which the incident that gave rise to the disciplinary proceeding occurred; and
- (iii) if the trial board is from a statewide law enforcement agency, to the Circuit Court for Anne Arundel County.

(2) An appeal taken under this subsection shall be on the record.

**Decision final unless appealed**

(l) A trial board decision is final unless appealed by a police officer under subsection (k) of this section.

**Credits**

Added by Acts 2021, c. 59, § 3, eff. July 1, 2022. Amended by Acts 2022, c. 141, § 2, eff. July 1, 2022.

MD Code, Public Safety, § 3-106, MD PUBLIC SAFETY § 3-106

Current through all legislation from the 2024 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

---

END OF DOCUMENT



COMMISSIONERS  
 THEODORE J. ELDER, PRESIDENT  
 ERIC J. FIORI, VICE PRESIDENT  
 CARYN G. ABBOTT  
 ANTHONY W. BERTINO, JR.  
 MADISON J. BUNTING, JR.  
 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 I. SAVAGE, CGFM  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

January 22, 2025

To: Worcester County Commissioners  
 From: Karen Hammer, Executive Administrative Assistant  
 Date: January 22, 2025  
 Subject: Employee Recognition Events - 2025

\*\*\*\*\*

As you are aware, over the past several years the County Commissioners have sponsored events and programs for the Worcester County Government employees to improve morale and demonstrate their support and appreciation of County staff. These events have been extremely successful and sincerely appreciated by County employees. Therefore, I am proposing that the County Commissioners approve the following "Worcester County Government Employee Appreciation" events program for 2025:

- **Jolly Roger Day – Sunday – TBD**

This event is at **no cost to the County**; we sell wristbands to County employees and their family and friends at the generous pricing offered by Buddy Jenkins and the Jolly Roger staff. While prices have increased slightly, prices for 2025, estimated cost from 2024, as follows: (\$22) per person for the day at Splash Mountain, a pass for Day Rides (2pm-6pm), one round of Treasure Mini Golf and the use of a private rear parking lot pavilion; with add-ons including (\$20) Speedworld passes – use of 3-Tracks. Invoice attached.

- **Maui Jack's Waterpark, Chincoteague, VA – 2024 Season**

**At no cost to the County** – The County becomes a Corporate Partner to Maui Jack's for the 2025 Summer Season. The County would sign up to be a Corporate Partner with zero cost to the County, allowing all County employees to present their badge at the Maui Jack's Water park entrance and receive discounted tickets for the employee and 3 additional people at \$20/ person. Flyer attached

- **Employee Holiday Bonus –**

Employees were appreciative for the added \$100 Holiday Bonus they received added to their paycheck in November. This additional bonus helps ease the burden of the increasing prices on groceries for the holiday meals.

- **Employee Appreciation Activities –**

In 2023 and 2024 the Commissioners hosted an Employee Picnic evening for all Employees. The event was held on a Tuesday at 4pm-7pm, inside the Recreation Department.

In 2024, we estimated 145 people attended, this number includes employees and their family members. In 2023, an estimate of 175 employees and family members attended. There is a lot of preparation involved to plan and achieve a successful employee appreciation picnic event. The hope was to see an increase in employees attending, not a decline in the number of employees. The cost was estimated at \$3,500.

- **A new proposal for 2025 -**

Host 2 Employee Appreciation luncheons during the year, TBD, in the Government Center, instead of the employee picnic.

Employees will not have to designate after hours or days to enjoy a meal prepared for them in house. All departments will be invited.

Suggested amount to cover two catered meals and friendly fun, \$4000.00.

Thank you for your consideration.



**Worcester County Government  
Employee Appreciation Day  
At Jolly Roger Park  
Sunday August 3, 2025  
10:00 a.m. to 6:00 p.m.**



All Worcester County employees are encouraged to join the fun! Invite your family! All wristbands must be purchased by **Monday, July 21, 2025**. Below is a summary explaining the attractions included with the wristband purchase and the information for Speed World discounted tickets that are available for purchase. Wristbands and additional tickets must be purchased by the **deadline: 2:00pm., Monday, July 21, 2025**, and will be available for pick-up in the County Administration Office (Room 1103, Government Center in Snow Hill) 410-632-1194, no later than Thursday, July 31, 2025.

Discounted wristbands and tickets **WILL NOT** be available at the park which is located at 30th Street in Ocean City.

This year the Splash Mountain/Day Ride wristbands are \$25/person, for anyone over 42" tall. Children 2 and under are free to Splash Mt. (please include 2 and under on registration form). Children under 42" will receive a separate wrist band purchased at \$10/child, if you choose to enter the Day Rides area or Treasure Mini Golf. Rides & Mini Golf are open: 2pm– 6pm, (30th street only). Max. 2 rides on Roller Coaster.

SpeedWorld (Unlimited 2 Hr—3 Track Go-Karts; Excludes Formula 1 & Cyclone) You must qualify by age, height and weight - \$19/person

The Pavilion in the back parking lot of Jolly Roger is reserved for County Employees, you may use at your leisure.

**RSVP & PAYMENTS DUE BY Monday, July 21, 2025.**





Jolly Roger Amusement Parks  
2901 Coastal Highway  
P.O. Box 572  
Ocean City, Maryland 21843-0572

Exec. Office 410-289-9100

Fax: 410-289-0450

### Group Sales Agreement

Name of Group Worcester County Employees

Date of Arrival 08 / 03 / 25

Date of Contract 01 / 22 / 25

Karen Hammer

Contact Name

Room 1103 Government Center One West Market Street

Address

Snow Hill

MD

21863

City

State

Zip

410-632-1194

Contact Phone

khammer@co.worcester.md.us

Contact Email

### PAYMENT AMOUNT

Number in Group 550

Price Per Person \$ 25.00

**Subtotal** \$ 13,750.00

3% Amusement Tax \$ 412.50

**Total** \$ 14,162.50

Deposit \$ \_\_\_\_\_

Total Due \$ 14,162.50

Deposit or total can be secured with credit card, cash or check upon prior approval.

### INFORMATION

- Group Pricing based on minimum of 25 guests.
- Groups less than 25 *will still be charged* for 25 passes
- Payment due before or upon arrival.
- We accept Visa, Mastercard and Discover.  
(\*Must present card at time of payment)
- Company checks are also accepted with prior approval.
- SPEEDWORLD Does NOT include Formula One or Cyclone
- DAY RIDES - Maximum two rides on Roller Coaster
- Deposit or Total can be secured with Credit Card, Cash or Check (with prior approval) before or upon arrival
- Please call or email 24 hours in advance with any changes or cancellations

Attractions and times of operation to be included in your package:

Splash Mountain Waterpark 10am-6pm

Over 42' splash & ride combo \$25 plus 3% tax

Day Rides 2pm-6pm

Under 42" splash & ride combo \$10 plus 3% tax

Unlimited Mini Golf until 10am-5pm

Add on 3 track go-karts \$19 plus 3% tax

Pavilion Reserved

Payment due: day of the event

**\* BUS GROUPS** - Please call for free parking information, 410-289-4902

Please acknowledge the terms of this agreement by signing one copy and return with your deposit to our attention via fax, scan or mail.

Group Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Thank you for choosing Jolly Roger Amusement Park for your group entertainment needs.

Email back to:  
Dawn Dillon  
Director of Sales  
dawn@jollyrogerpark.com







# Summer Promotion

Surf into Maui Jack's Waterpark with the whole family to enjoy sliding & splashing, floating down the lazy river, chilling in our cabanas, refueling at Keko's Bar & Grill or shopping for souvenirs!

**\$20** Entry Tickets



**Corporate Partners**  
We are happy to offer you and up to 3 additional guests the discounted rate of \$20/pp by showing your employee badge at the ticket window during the 2025 season!

## Our Splash-tacular Water Attractions:

**SPEED SLIDE**

**TWISTY SLIDE**

**LAZY RIVER**

**KIDDIE ISLAND**

**Rochelle Hathway - Guest Service Manager • (757) 336-1800**  
6742 Maddox Blvd, Chincoteague Island, VA 23336

For more information, visit: [mauijacks.com](http://mauijacks.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:** January 23, 2025  
**SUBJECT:** Ocean City Health Department Renovations

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Public Works Maintenance Division is requesting Commissioner approval for renovation work at the Ocean City Health Department for a total of \$80,477.95. Funding is available in the Assigned Fund Balance account of County Building Repairs and Improvements, New World Project Code "Bldg Repair Imp".

The work is being requested in response to several other Health Department projects that will require staff relocations. Staff will need relocating due to the Berlin Health flooring replacement project and the Isle of Wight renovation project. The Health Department plans on utilizing the available space at Ocean City for these projects.

The Ocean City Health Department was constructed in 1971 with much of the building unchanged from original. Currently, the windows are in need of replacement, the bathrooms & water heater need to be updated, flooring needs to be replaced, and walls need to be repaired and painted, and the kitchenette needs new counters and cabinets. Apart from flooring, this project will be completed using in-house talent by the Maintenance Division.

The attached quote was calculated using Maintenance Division's estimating program, RS Means. This is the same program our insurer, Local Government Insurance Trust uses for damages and claims.

Please let me know if there are any questions.

Attachments

cc: Kim Reynolds  
 Chris Clasing  
 Michael Hutchinson

Date: 01/23/2025

Health Department

4 Caroline Street  
Ocean City, Maryland, 21842

Ocean City Health Interior Renovation

Prepared By: Michael Hutchinson                      Worcester County Public Works Maintenance Divis

Unit Detail Report with Subcontracted Lines

Year 2024 Quarter 3

Unit Line Number	Description	Quantity	Unit	Total Incl.O&P	Ext. Total Incl .O&P	Ext. Total Incl. O&P (Sub-Contracted)
09 Finishes						
096519238100	Luxury vinyl plank, glue-down	2,500.00	S.F.	\$10.27	25,675.00	0.00
09 Finishes Subtotal					25,675.00	0.00
Subtotal					25,675.00	0.00
General Contractor's Markup on Subs				0.00%		\$0.00
Subtotal					\$25,675.00	\$0.00
General Conditions				5.00%	\$1,283.75	\$0.00
Subtotal					\$26,958.75	\$0.00
General Contractor's Overhead and Profit				5.00%	\$1,347.94	\$0.00
Subtotal					\$28,306.69	\$0.00
Unit Cost Total						\$28,306.69



Assembly Detail Report with Subcontracted Lines

Year 2024 Quarter 3

Assembly Number	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl.O&P	Ext. Total Incl. O&P (Sub-Contracted)
<b>B      Shell</b>						
B20201083100	Windows, wood, vinyl clad, double-hung, insulated glass, 2'-4" x 4'-0"	18.00	Ea.	\$830.03	14,940.54	\$0.00
<b>B      Shell Subtotal</b>					<b>\$14,940.54</b>	<b>\$0.00</b>
<b>C      Interiors</b>						
C30102300060	Painting, interior on plaster and drywall, brushwork, primer & 1 coat	3,500.00	S.F.	\$0.90	3,150.00	\$0.00
C30172201110	Paint preparation, fill and sand, dusting walls with hand, nail holes	3,000.00	S.F.	\$0.01	30.00	\$0.00
<b>C      Interiors Subtotal</b>					<b>\$3,180.00</b>	<b>\$0.00</b>
<b>D      Services</b>						
D20109222220	Bathroom, lavatory & water closet, 1 wall plumbing, stand alone	1.00	Ea.	\$3,633.50	3,633.50	\$0.00
D20109581800	Plumbing - two fixture bathroom, 1 water closet, 1 lavatory and accessories, in 2 walls with all necessary service piping	2.00	Ea.	\$4,354.03	8,708.06	\$0.00
D20172401560	Service sink w/trim, PE on CI, corner floor w/rim guard, 28" x 28"	1.00	Ea.	\$1,948.57	1,948.57	\$0.00
D20272201110	Water heater, residential, 100°<f rise,="" 30="" gallon="" tank,="" 32="" gph="" <="" td="" ></f>	1.00	Ea.	\$1,363.57	1,363.57	\$0.00
D50000000000	Maintenance Division charges for misc. and unforeseen issues	1.00	Ea.	\$1,500.00	1,500.00	\$0.00
<b>D      Services Subtotal</b>					<b>\$17,153.70</b>	<b>\$0.00</b>
<b>E      Equipment &amp; Furnishings</b>						
E10903101400	Kitchens, prefinished wood cabinets, average quality, counter top, stainless steel sink, appliances, no rough in	1.00		\$10,575.95	10,575.95	\$0.00
E10903154400	Counter tops, laminated plastic, stock 25" wide w/backsplash, maximum	3.00	Ea.	\$64.69	194.07	\$0.00
E10903154700	Counter tops, laminated plastic, custom, 1-1/4" thick, no splash	1.00	Ea.	\$62.95	62.95	\$0.00
<b>E      Equipment &amp; Furnishings Subtotal</b>					<b>\$10,832.97</b>	<b>\$0.00</b>
<b>F      Special Construction</b>						

				ITEM 7		
F20104301110	Demolition, base cabinet, no countertop, 24" wide	15.00	Ea.	\$14.08	211.20	\$0.00
F20104401110	Demolition, countertop	40.00	L.F.	\$1.80	72.00	\$0.00
F20104501110	Demolition, scraping and clean up, hand carry 0-100', carpet	2,500.00	S.F.	\$0.34	850.00	\$0.00
F20106101150	Demolition, lavatory, countertop, single compartment	2.00	Ea.	\$26.88	53.76	\$0.00
F20108201100	Demolition, arch. equip., lab equip., countertops	15.00	S.F.	\$1.78	26.70	\$0.00
F	Special Construction Subtotal				\$1,213.66	\$0.00
Subtotal					\$47,320.87	\$0.00
General Contractor's Markup on Subs				0.00%	\$0.00	\$0.00
Subtotal					\$47,320.87	\$0.00
General Conditions				5.00%	\$2,366.04	\$0.00
Subtotal					\$49,686.91	\$0.00
General Contractor's Overhead and Profit				5.00%	\$2,484.35	\$0.00
Subtotal					\$52,171.26	\$0.00
Assembly Cost Total						\$52,171.26
Grand Total						\$80,477.95





Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

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## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 4, 2025  
RE: Request to Purchase – HVAC Equipment – Snow Hill COA & Government Center

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The Department of Public Works is requesting approval for the Maintenance Division to purchase six new HVAC systems. Four of these units will replace the original systems in the Snow Hill Commissioner on Aging (COA) building, which date back to its construction in 2004. The existing outdoor condenser units are in poor condition, with numerous soldered patches in the copper tubing. These systems rely on outdated refrigerant that is no longer available. To address this, the plan involves upgrading the entire system, including four new condensers and four new air handlers, all compatible with modern refrigerant. Since the new refrigerant cannot be used in the old systems, replacing each system entirely is necessary.

The remaining two units will replace rooftop systems at the Government Center. Maintenance plans to coordinate the installation with the roof replacement project, utilizing the contractor's onsite lift. These units service the commissioners' meeting and board rooms and will include dehumidification capabilities to better condition the spaces.

The cost for the Snow Hill COA building replacement is \$62,455.51, with \$122,799 allocated for the project. The Government Center units are \$68,750, with \$99,768 available. Pricing is based on a competitively solicited and awarded cooperative contract held by Trane Technologies through Omnia Partners.

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

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



# Proposal

ITEM 8

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.**  
**DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

**Prepared For:** Michael Hutchinson

**Date:** January 15, 2025

**Job Name:**  
Worcester County Trane/Omnia Contract #  
3341 (Racine County)

**Proposal Number:** D6-mcCAAT25-002 Snow Hill Senior  
D6-45313-1618-1

**Payment Terms:** Net 30 Days

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data - Odyssey Split System Indoor Unit (Qty: 4)**

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	6 - 25 Ton Unitary Split Systems Indoor	TWE180K3BAA**BC
A2	AHU-2	1	6 - 25 Ton Unitary Split Systems Indoor	TWE120K3AAA**BC
A3	AHU-3	1	6 - 25 Ton Unitary Split Systems Indoor	TWE090K3AAA**BC
A4	AHU-4	1	6 - 25 Ton Unitary Split Systems Indoor	TWE150K3BAA**BC

**Product Data - Odyssey Split System Indoor Unit**  
**All Units**

R-454B Refrigerant  
208-230/60/3  
2 Speed  
Standard Motor  
No Auxiliary Heat

**Item: A1 Qty: 1 Tag(s): AHU-1**  
15 Tons  
Dual Circuit

**Item: A2 Qty: 1 Tag(s): AHU-2**  
10 Tons  
Single Circuit

**Item: A3 Qty: 1 Tag(s): AHU-3**  
7.5 Ton  
Single Circuit

**Item: A4 Qty: 1 Tag(s): AHU-4**  
12.5 Tons  
Dual Circuit

**Tag Data - Odyssey Split System Outdoor Unit (Qty: 4)**

Item	Tag(s)	Qty	Description	Model Number
B1	CU-1	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA180K3DAA**BS010001

B2	CU-2	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA120K3CAA**BS010001
B3	CU-3	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA090K3AAA**BS010001
B4	CU-4	1	6 - 25 Ton Unitary Split Systems Outdoor	TTA150K3DAA**BS010001

**Product Data - Odyssey Split System Outdoor Unit**  
**All Units**

Cooling (TTA)  
R-454B Refrigerant  
208-230/60/3  
Symbio (Cooling)  
STD Coil w/ Guards  
Advanced Controller - BACnet BAS (TTA)  
Prog. Zone Temp Sensor  
Service Valve accessory kit (Field Installed)

**Item: B1 Qty: 1 Tag(s): CU-1**

15 Tons  
Dual Compressors / Dual Circuit

**Item: B2 Qty: 1 Tag(s): CU-2**

10 Tons  
Manifold Compressors / Single Circuit

**Item: B3 Qty: 1 Tag(s): CU-3**

7.5 Tons  
Single Compressor / Single Circuit

**Item: B4 Qty: 1 Tag(s): CU-4**

12.5 Tons  
Dual Compressors / Dual Circuit

Notes:

- Commissioning, testing, balancer assisting is not provided in scope.
- All controls and control sensors not in the above scope are not provided. Materials and labor required for BAS integration is to be furnished and installed by controls vender.
- Vibration isolators/curbs/rails/pads are not provided for condensing units. If required, contractor is to furnish and install as needed.
- Refrigerant specialties (i.e. TXV, sight glass, etc.) are not included in scope. Contractor is to furnish and install.
- Units are no longer available in R-410A. Units provided in scope are selected with R-454B.

Total Net Price (Excluding Sales Tax) .....	\$	58,412.00
Add for BACNet .....	\$	1,283.51
Add for Hail Guards .....	\$	2,760.00
Add for Zone Sensor .....	\$	420.51

Sincerely,

Estimating

*Jim Strusowski*

66 Southgate Blvd  
Manor, DE 19720  
Office Phone: (302) 395-0200

This proposal is subject to your acceptance of the attached Trane terms and conditions.



**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

**"Company"** shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

**5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several

counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1024)  
Supersedes 1-26.130-4(0622)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the



purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



# Proposal

ITEM 8

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.**  
**DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

**Prepared For:** Michael Hutchinson

**Date:** January 15, 2025

**Job Name:**

Department of Public Works - Packaged WSHP  
Replace – **Trane/Omnia Contract# 3341(Racine County)**

**Proposal Number:** D6-mcCAAT-25-003 **Package WSHP**

**Replace-** D6-45312-1619-1

**Payment Terms:** Net 30 Days

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data - Water-Source Comfort Systems (Qty: 2)**

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	Rooftop WSHP (GS) (RTUWSHP)	GSK072A3S0G**H0C0A1A1A004000000000****008B
A2	RTU-2	1	Rooftop WSHP (GS) (RTUWSHP)	GSK180A3S0G**H0C0A1A1A004000000000****008B

**Product Data - Water-Source Comfort Systems**

**All Units**

Rooftop WSHP  
Standard Efficiency  
R-454B  
208/230/60/3  
Symbio 700  
18 kW Electric Heat  
Economizer, Comparative Enthalpy with BR  
Multi-speed Motor  
Hinged Access Panels with 2-in MERV 8  
Electric  
Non-Fused Disconnect Switch  
Unpowered 20A Convenience Outlet  
Advanced Controls and BACnet BAS  
Dehumidification Coil (Mod HGRH)  
CFS and COS  
Standard (5K) SCCR Marking  
Insulated Cupro-Nickel Water Coil  
35F Freezestat (For Water Loop)  
Programmable zone sensor - Title 24

**Item: A1 Qty: 1 Tag(s): RTU-1**

6 Ton

**Item: A2 Qty: 1 Tag(s): RTU-2**

15 Ton

**Notes:**

- **Commissioning, testing, balancer assisting is not provided in scope.**
- **All controls and control sensors not in the above scope are not provided. Materials and labor required for BAS integration is to be furnished and installed by controls vender.**
- **Roof curb adapter is not provided in scope as existing curb will need to be field measured to get an accurate price.**

Total Net Price (*Excluding Sales Tax*) ..... \$ 68,750.00

Sincerely,

*Jim Strusowski*

**Trane U.S. Inc.**

66 Southgate Blvd

Manor, DE 19720

Office Phone: (302) 395-0200

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**



**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

**"Company"** shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

**5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several

counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1024)

Supersedes 1-26.130-4(0622)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the



purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,



custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



Worcester County Government

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## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 4, 2025  
RE: Request to Purchase – Mobile/Towable Generator

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Emergency Services is seeking commissioner approval to purchase a 100kw mobile/towable generator, along with necessary accessories, from Fidelity Power Systems. The purchase will be made using their cooperative contract with Sourcewell, at a total cost of \$144,075.49. This reflects a cost savings of \$48,934 through the cooperative contract.

Currently, the County does not have any mobile/towable generators, and rental units often involve lengthy lead times. The proposed generator has been specifically sized and selected to provide backup power to our communications tower sites and the backup 9-1-1 center during mechanical issues with fixed generators.

Funding in the amount of \$225,000 was approved in the FY24 Assigned Funds under account "ES Generator".

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.



**Bid Date: 1/09/2025**

**Project: Worcester County - Mobile Generator Sourcewell QAS125**

Atlas Copco Sourcewell Contract # 020923-PWT Expires 4/2027

Worcester County Sourcewell Member ID # 21046

Please include Sourcewell numbers on all Purchase Orders

PRIME RATING									
Model:	QAS125	kW:	100	Voltage:	277/480, 3 ph.	Wire:	4	Her	
			86.5		120/208, 3 ph.				
			65 1 phase		120/240, 1ph.				
			100 3 phase		120/240, 3ph.				

- Tier 4 Engine
- Deep Sea Controller 7310 with digital display of voltage, amperes, frequency, accumulated run time, oil pressure and water pressure
- Sound Attenuated outdoor weather housing, designed to reduce ambient noise level too approximately 73 dba at 7 meters
- 2-Wire Remote Start
- Engine Block Heater, 120V
- Battery
- Convenience Receptacles
- Integrated dual axle design for towing; road lights (7 flat blade RV style plug), adjustable 3" lunette towing hitch, 15" wheels, DOT, adjustable jack stand, electric brakes
- 166-gallon fuel tank (Diesel) Approx 26.4 hour runtime at 75% load @ 90% load
- Voltage Selection Switch – 120/240 1ph; 277/480 3ph, 120/208 3ph, 120/240 3ph
- Battery Charger, 6amp, 12V
- External Fuel Tank Connections (3-way valve) located inside the enclosure
- Toolbox
- Bus Bar & Camlock
- Lube Oil and Anti-Freeze
- Operations and Maintenance Manual
- Warranty: 1-Year
- Start Up Testing and Customer Demonstration
- Remote Monitoring is Standard thru FleetLink (no fee/charge for first year service) Please inquire after first year for pricing
- SNMP Network Monitoring: will need additional information from customer's system to confirm network is compatible

#### **CABLES**

Set of 4 ULListed Cables 4/0 (One Each: Black, Red, White, Green)  
50 foot length with Camlock Male & Camlock Female

#### **CABLES**

Set of 8 UL Listed Cables 2/0 (Two Each: Green, White, Red, Black)  
50 foot length with Camlock Male & Camlock Female

#### **APPLETON CONDUCTOR CABLE**

One cable w/ four conductors UL Listed Cable 4/0

**25 foot Male/Appleton ADJA20034-200RS On one end will have 4 camlocks and the other end will have Appleton conductor**  
Black, Red, White, Green Cables with Matching Camlocks

**DUAL PURPOSE MANUAL TRANSFER SWITCH / DOCKING STATION**

Qty (1) Trystar Model: TMTS-5 Dual Purpose Manual Transfer Switch Docking Station  
400amps  
120/240V (2H+N+G) Black, Red, White, Green  
ETL Listed to UL 1008 Standards, UL 50 Listed, 25KaIC Rated  
Wall Mount Enclosure  
NEMA 3R Aluminum (Hammer Gray Powder Coat)

**Temporary Connections:**

Integrated Manual Transfer Switch  
2 Sets of 16 Series Male Camlocks per Phase, Neutral (if applicable) and 1 Ground  
2 Sets of 16 Series Female Camlocks per Phase, and Ground

**Permanent Connections:**

Permanent Line: 2 x 350MCM Mechanical Lug Per Phase 2 x 350MCM Mechanical Lug per Neutral and Ground  
Permanent Load: 2 x 350MCM Mechanical Lug Per Phase 2 x 350MCM Mechanical Lug per Neutral and Ground

**Standard Features:**

Silver Plated Cooper Busbar  
Phase Rotation Monitor  
Cable Theft Prevention System

**Additional Features:**

NO/NC Aux Contacts  
Two Wire Auto Start  
Battery Charger Receptacle 20A GFCI 125V  
Block Heater Receptacle 30A L5-30 125V  
Load Dump Receptacle

**SCOPE**

This proposal was prepared using the following specifications, drawings and addendums:

Received email correspondence from customer regarding request for mobile generator thru Sourcewell program  
12/23/2024.



### Clarifications and Notes:

1. All fuel required shall be by others.
2. No anchor bolts are included with our proposal
3. Any installation not specifically mentioned in this proposal will be by others.
4. No infra-red, emissions or third party testing is included as a part of this proposal.
5. Lugs other than those provided as standard on the proposed circuit breakers and ATS's shall be provided by others.
6. If items are marked as "ship loose", they shall be installed by others.
7. Kohler recommends using Belden #9841 or equivalent (shielded twisted-pair cable) for all communication wiring to the generator annunciator panel.
8. Fidelity Power Systems makes NO Representation of outlined equipment's ability to fulfill requirements for EPA, state or local emissions requirements. All stack testing onsite, Fidelity Power Systems will be provided in a separate proposal for this service.
9. Federal & State code compliance is strictly the responsibility of the owner and their engineers or representatives.
10. All Fidelity Power Systems standard terms and conditions apply.
11. If any videotaping/recording is required during training/demonstration sessions it shall be performed by others.
12. All start-up, training/demonstration, and/or load bank testing to be performed during normal business hours only (8:00am-4:30pm, Monday-Friday). Any work requested to be performed outside of normal business hours and/or weekends will be billed at an additional charge.
13. Any lead time shown is as of day of bid. Lead times listed on this proposal are estimates only and are subject to change at any time. Customer to verify lead time prior to release of equipment to production.
14. Fidelity Power Systems will require a customer purchase order/contract to proceed with any submittals/documentation.
15. A customer purchase order does not constitute a formal release of equipment to production, nor does it hold pricing. Equipment will be released/ordered from the receipt of an approved submittal and/or customer direction to release equipment. At time of release for production, pricing may be subject to change.
16. **PLEASE NOTE: ALL EQUIPMENT WILL BE SHIPPED DIRECT FROM FACTORY TO CUSTOMER'S SITE IN WORCESTER COUNTY MARYLAND. OFF LOAD BY OTHERS.**
17. **NOT PERFORMING START UP PERFORMANCE ON ANY OTHER EQUIPMENT EXCEPT FOR QAS125 MOBILE GENERATOR.**
18. If this order is cancelled for any reason at any time, Fidelity Power Systems reserves the right to charge cancellation fees including reimbursement of all services, costs, and expenses associated with this order caused by such cancellation.
  - **Generator/s: Minimum 10% of total purchase price for any made to order generator/s that are cancelled within 15 days of release for production. Note, this fee is subject to increase (up to 100% of purchase) for any orders cancelled after 15 days of release for production.**
  - **Transfer Switch/es: Minimum of 65% of total purchase price for any made to order transfer switch/es that are cancelled within 15 days of release for production. Note, this fee is subject to increase (up to 100% of purchase) for any orders cancelled after 15 days of release for production.**

**Pricing Policy:** The equipment and services listed in this quotation constitute the only items being offered and are our interpretation of the specifications and application requirements. No other items or accessories are included or implied. Fidelity Power Systems is quoting this project as a material supplier only and is therefore exempt from provisions in the contract documents, if any, pertaining to subcontractor performance and retainage.

**Note:** This Proposal is automatically rescinded if the Buyer does not accept the Proposal, including the attached Terms and Conditions within **10 days** from the Bid Date designated on the first page of this Proposal. Due to volatile market conditions in existence at the time that this Proposal was issued, Fidelity Power Systems cannot guarantee the pricing, or any time frames enumerated in this Proposal, unless the Proposal is accepted by the Buyer within 10 days of the Bid Date. In the event the Buyer issues a purchase order to accept the terms of this Proposal, and such purchase order is received more than 10 days after the Bid Date, such purchase order will be deemed ineffective to bind Fidelity Power Systems, unless the purchase order expressly incorporates this Proposal and the attached Terms and Conditions, and such purchase order is accepted in writing by an officer of Fidelity Power Systems.

**Sales Tax:** This quotation does not include any applicable sales or use taxes. In the event that the Project is tax exempt, Buyer shall provide Seller with a copy of the applicable tax-exempt certificate at the time that the Proposal is accepted.





Item	List Price	Sourcewell Member Discount	Net Price
QAS125 Genset	\$126,990.00	35%	\$82,543.00
Camlocks	\$2,120.00	35%	\$1,378.00
ToolBox	\$1,835.00	35%	\$1,192.75
Freight for QAS125	\$3,200.00	5%	\$3,040.00
Start-Up/Testing/Training	\$2,100.00	5%	\$1,995.00
50 Foot Cable 4/0	\$1,710.00	5%	\$1,624.50
Freight Cables	\$600.00	5%	\$570.00
50 Foot Cable 2/0	\$3,031.90	5%	\$2,880.30
Freight Cables	\$1,320.00	5%	\$1,254.00
25 Foot Appleton Conductor Cable	\$4,117.90	5%	\$3,912.00
Freight Cables	\$600.00	5%	\$570.00
Docking Station/MTS (3 Total)	\$43,225.20 (3 Total)	5%	\$41,063.94 (3 Total)
Freight DS/MTS (3 Total)	\$2,160.00 (3 Total)	5%	\$2,052.00 (3 Total)
		<b>Total Sourcewell Price</b>	<b>\$144,075.49</b>

**Please note lead times begin at time of order/release to the factory for production.**

**These are not guaranteed, subject to change without notice.**

Equipment	Completion/Lead Time
Generator	Approx 6-10 weeks
Cables	Approx 1-3 weeks
Docking Station/MTS Combo	Approx 6-8 weeks

**PLEASE NOTE:**

**Towable generator will be shipped from factory direct to site; off load by others.**

**Prior to start up performance fuel tank will need to be filled to perform this testing.**

**Start Up will be performed at site and training will be conducted after start up.**

**Cables & MTS/DS Combo equipment will be shipped from factory direct to site; off load by others**

**Thank you for the opportunity to provide this quotation – Lisa Nichols  
Please feel free to contact me with any further inquiries 410-300-5171**



**PAYMENT TERMS:** Net 30 days. All generators, switches, and equipment must be paid for in full prior to start-up when factory warranty certification goes into effect. Fidelity Power Systems retains the title to said property and accessories until paid in full. Acceptable methods of payment include check, ACH, Visa, MasterCard, American Express. Credit card payments subject to a convenience fee equal to 3% of the Total System Price plus tax (if applicable).

**FREIGHT TERMS:** FOB Factory

### TERMS AND CONDITIONS

1. The Proposal, if accepted in accordance with the express terms of the Proposal, shall be referred to in these Terms and Conditions as the "Contract". The Contract shall be deemed to have been entered in the State of Maryland. All acts in fulfillment of the Contract order which are performed outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.
2. **Acceptance of the Proposal:** The Buyer may only accept this Proposal by issuing a purchase order to Fidelity Power Systems so that it is received by Fidelity Power Systems. In the event Buyer attempts to accept this Proposal via a purchase order: (a) this Proposal and the Terms and Conditions (attached) shall be incorporated by reference into the purchase order; and (b) any terms and conditions printed on or incorporated by reference into such purchase order shall be of no effect. If, prior to the Buyer's formal acceptance of the Proposal, Fidelity Power Systems performs any administrative functions with respect to the Proposal, including but not limited to the delivery of submittals or similar documentation to the Buyer or to Buyer's representative, such conduct shall be considered an accommodation to the Buyer and shall not be deemed to constitute conduct that creates a contractual relationship between the Buyer and Seller with respect to any materials, equipment and/or services enumerated in this Proposal.
3. Seller will provide standard Manufacturer's warranties on equipment furnished under this contract, but no other service or guarantee is given unless otherwise stated in this form. The Buyer guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Buyer's work defined herein, whichever occurs first.
4. The Contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work performed pursuant to the Contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Seller's ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.
5. Deliveries may be withheld at any time if Seller believes that Buyer's credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this Contract, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this Contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to retain any deposit and any other payments to be applied by Seller against any damages sustained by Seller as a result of Buyer's breach of the Contract, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the Seller may store the same at the expense of the Buyer, and upon receipt of written demand by the Seller, the Buyer shall reimburse the Seller for any associated costs to store the equipment. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this Contract.
6. It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Contract without cost to Seller.
7. The title and ownership of goods called for and furnished hereunder shall remain entirely with Seller and until such time the Buyer shall have made final payment. In case of default, Seller may repossess the goods covered hereunder, wherever



found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, property, including any damages to the Project, nor for the return of any money or monies which may have been paid by the Buyer in partial payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from its obligation under this contract. under the Contract. In the event of such loss or damage by fire or other causes, the Buyer shall be responsible for paying any insurance deductibles or self-insured retention associated with any claims associated with such loss or damage by fire or other causes.

8. Any changes which increase the cost of to the Seller with respect to the furnishing and/or installation of the materials, equipment and/or services under this Contract, including, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Contract. The additional cost of this work will be billed to the Buyer
9. Back Charges-No claim for services rendered or materials, equipment and/or services furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller prior to the Buyer incurring any costs associated with the rendering of services or the furnishing of materials or equipment by Buyer unless the Seller shall have unreasonably refused to give such authorization.
10. Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. In no event shall the Seller be liable for consequential, liquidated, or special damages, unless agreed to herein. Seller shall not be liable for any defective material or material repaired or replaced without Seller's written consent, nor shall Seller be liable for any damages sustained as a direct or indirect result of vandalism, misuse and/or the failure to properly maintain the equipment and/or materials in accordance with the Seller's and/or Manufacturer's instructions.
11. If as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment with respect to any additional time and/or increases in the price of this Contract. This provision is an essential term of this Contract.
12. Orders submitted on Buyer's own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions, and it is expressly agreed that the rights and liabilities of the Buyer and Seller shall be determined solely by these Terms and Conditions and the Contract, and by accepting the Proposal, Buyer agrees that Seller and Buyer shall not be deemed in any way to have changed, enlarged, or modified their respective rights or obligations as set forth in the Contract and these Terms and Conditions.
13. Payment to the Seller of amounts due under this Contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.
14. Any additional work performed will be billed on a time and material basis as an extra. The installation is based on all work performed at regular working hours form 8:00 A.M. to 4:30 P.M., Monday through Friday. If overtime is required or requested, Buyer will be billed an additional charge at a time and one-half rate.
15. A service charge of 1.5% per month will be applied to all balances over 30 days, unless Buyer and Seller mutually agree otherwise. If the Seller engages legal counsel to recover any monies due under this Contract or to enforce any of its rights under this Contract, Buyer agrees that it shall be liable to reimburse Seller all reasonable attorney's fees, expert fees, any other litigation expenses, and court costs incurred by Seller, plus pre-judgment interest and post-judgment interest.
16. IN THE EVENT OF A DISPUTE ARISING OUT OF THIS CONTRACT, BUYER AND SELLER AGREE THAT SUCH DISPUTE SHALL BE RESOLVED BY LITIGATION FILED IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND OR IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND, AND THE BUYER AND SELLER CONSENT TO SUCH VENUE AND TO THE PERSONAL JURISDICTION OF THE STATE OF MARYLAND. THE BUYER AND SELLER THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES.



17. This Contract, including its Terms and Conditions, constitutes the sole agreement between the Buyer and Seller hereto and correctly states the rights, duties, and obligations of each party as of the date of the Contract. In the event that any term, condition, provision, requirement or specifications set forth in this Contract conflicts with or is inconsistent with any term, condition, provision, requirement or specification contained in any other document, the provisions of this Contract shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Contract are not binding. All subsequent modifications shall be in writing and signed by authorized representatives of the Buyer and Seller.



## 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:** January 27, 2025  
**Subject:** Request to Post for a Director of Emergency Services

---

We are requesting to post for a Director of Emergency Services with a salary range of \$120,000 - \$140,000. Including benefits, this position will cost \$185,604 - \$216,538 annually based on the salary. This position will be an over-expenditure as it is not in the FY 26 budget.

The Fire Marshal assumed the additional responsibilities of being the Director of Emergency Services 3/18/24. We thank him for accepting this additional responsibility and serving the county in this dual capacity.

In evaluating the current workload, projects, and potential future needs of Emergency Services, we are recommending that we hire a Director of Emergency Services.

Thank you for your consideration.

Attachment



## Worcester County Job Opportunities

**DEPARTMENT:** EMERGENCY SERVICES  
**JOB TITLE:** DIRECTOR  
**COMPENSATION:** NON-CLASSIFIED  
**APPLICATION PERIOD:** UNTIL FILLED

**JOB SUMMARY:** This individual will be responsible for all matters relating to Emergency Management, the County's 911 system, and the County's P25 800 MHz Radio Division. The Director will be appointed by the County Commissioners and report directly to the Chief Administrative Officer. In addition, this person may be appointed by the Governor to serve as the State's Emergency Management designee for Worcester County.

**GENERAL REQUIREMENTS:**

- Safety sensitive position subject to drug and alcohol testing
- Essential personnel subject to emergency call-back with little or no notice
- May be required to work nights or weekends for special events, weather events, or disasters.
- Pre-employment background check and motor vehicle history with no more than 4 points.
- A background that includes 911 Communications, Emergency Management, Land Mobile Radio (LMR) technology, supervision of employees, and the operations of an annual budget.
- Normal work schedule in the office is Monday-Friday 8:00am-4:30pm

**ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:**

- Responsible for the planning, development, organizing of services, and operational readiness of the Emergency Services Department
- Plans for the operation of the County's Department of Emergency Services.
- Serves as liaison to county fire, ambulance and police departments in the provision and coordination of emergency services.
- Develops and updates the Emergency Operation Plan, COOP, and other plans as they pertain to the county's emergency response activities.
- Oversees and evaluates departmental responses to calls for emergency services.
- Serves as the Director of Emergency Management and coordinates the operations of related tasks regarding all categories of disasters as directed in the County's Emergency Operation Plan.
- Supervises staff and make recommendations regarding personnel matters in accordance with the County's personnel rules and regulations, including hiring and disciplinary action.
- Attends meetings, successfully completes assigned training classes, and other required training.
- Oversees the operation of the County's Public Safety Answering Point (911) System.
- Prepares and makes recommendations to the Maryland Emergency Number System's Board for upgrades to all equipment pertaining to 911 operations.
- Assists the County GIS Department with maintaining the County's comprehensive address system.
- Drafts and presents the departmental budget. Approves expenditures as authorized and monitors expenditures to ensure they are within budgetary guidelines.
- Serves as the Custodian of Records for all court subpoenas and Freedom of Information Act Request (FOIA) regarding 911 calls.
- Serves on the Worcester County Local Emergency Planning Committee.
- Must be able to acquire a minimum certification of Maryland Hazmat Operations within one year and become an active part of the Worcester County Special Hazards Response Team.
- Within two years become certified as a FEMA CERT instructor to assist Emergency Management Planner with twice yearly CERT basic training.
- Manages, operates and maintains the Emergency Operations Center (EOC). Develops and maintains EOC operations and procedures; trains EOC staff in operational procedures.
- Oversees the preparation and distribution of disaster preparedness materials to the citizens of the county.
- Educates the county to prepare for and protect themselves from the consequences of such potentially

# ITEM 10

dangerous natural disasters.

- Directly supervises the Deputy Director of Emergency Services, Communications Manager, Emergency Management Manager, and the Assistant Chief of Electronic Services
- Provides the overall direction, coordination, and evaluation of the department. This includes interviewing, training employees, planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems in accordance with the departments and county's policies and procedures.
- Accountable for preparing and managing department budget, grants, grant reimbursements, and other revenue sources etc.
- Present pertinent information to the employees, department heads, Chief Administrative Officer and County Commissioners in private and public settings as requested.
- Respond to inquiries and complaints in a supportive manner that promotes a positive resolution.
- Ensures confidentiality of information and records and complies with record retention schedule.
- Able to cross train and back up other staff as needed.
- Completes assigned tasks accurately and by established deadlines.
- Establishes and maintains harmonious working relationships with co-workers, elected or appointed officials, and the public using tact, discretion, sound judgment, and professionalism.
- Complies with safety programs, procedures training, fire drills, COOP plans, etc. and work safely.
- Adheres, supports, and enforces Worcester County Government Personnel Rules & Regulations.
- Performs other related duties as required.

## **QUALIFICATIONS AND SKILLS:**

- Must be able to perform each essential duty, demonstrate managerial ability at a level necessary to direct the work activities of the department
- Experience with preparing, presenting, implementing, and controlling department's operating budget
- Bachelor of Science degree in Communications, Emergency Management, Public Administration, or Business preferred. In lieu of a bachelor's degree a minimum of 10 years' working experience or equivalent experience in all phases of emergency services and communications as a supervisor or manager required.
- 10 years of supervisory or management experience required
- Certified Emergency Manager is preferred
- Knowledge of modern principles and techniques relating to telephone, radio communication, and disaster planning
- Knowledge of principles and practices of law enforcement, fire and EMS disciplines.
- Knowledge of all phases of emergency management and emergency communications.
- Experience working in a PSAP preferred
- Experience working with FEMA and MEMA preferred
- Experience with creating RFPs, managing external vendors, and project management
- Obtain the following within one year of hire;
  - NIMS IS100
  - NIMS IS 200
  - NIMS 300/400
  - NIMS 700
  - NIMS 800
  - CJIS Security Policy 5.6, Policy area 2; Security Awareness Training
- Able to enforce regulations firmly, tactfully, and impartially, and to articulate clearly and understandably.
- Able to establish and maintain harmonious and effective working relationships with staff, elected officials, other County agencies, volunteer fire companies, officials, and the public using tact, discretion, sound judgment, and professionalism
- Above average oral and written communication skills necessary to prepare reports, prepare and deliver public presentations, training, provide leadership and motivation to department employees, communicate effectively and courteously with coworkers and the public.
- Must possess a Class "C" valid Maryland Driver's License with a driving record of less than 4 points (MD).
- Must be able to complete courses required to attain the Maryland Professional Emergency Management Program Certification within 24 months.

## ITEM 10

- Willingness to assume responsibility and motivate others.
- Self-starter that takes initiative and has a sense of urgency
- Able to perform work correctly, accurately, and consistently
- Able to compose confidential and non-confidential correspondence and maintain confidentiality
- Able to follow verbal and written instructions; keep records and logs; complete written forms accurately
- Able to apply acquired knowledge to increasingly varied and complex tasks
- Able to meet deadlines timely and follow directions
- Able to work effectively with little supervision and minimal direction
- Able to work in a fast-paced environment with interruptions
- Able to maintain the highest confidentiality of personnel related information
- Able to prepare reports, analyze data, prepare trend analysis etc. Able to create and maintain Excel spreadsheets with formulas.
- Able to define problems, collect data, establish facts, and draw valid conclusions.
- Must be computer literate in Microsoft Outlook, Word, Excel, and PowerPoint.
- Experience with CAD, RMS, Meters, ProQA, Commander Client, WEBEOC, Check Point Mobile, and New World preferred
- Experience with New World and Docuware preferred
- Experience with Microsoft Word, Excel, and PowerPoint required
- Must have a team-oriented work ethic and ability to collaborate

### **Safety Analysis:**

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

Work is typically performed indoors with moderate noise levels. Constant sitting, viewing, hearing, talking; Frequent standing, walking, feeling, handling; Occasional pushing, pulling, carrying, lifting up to 20 lbs. No known hazards insides. This position will go to off-site locations that are outside in all weather conditions and may have risks associated with heat, humidity, noise, poor ventilation, slippery and uneven surfaces.



Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: January 30, 2025

RE: Newark Water Sewer Advisory Boards

Attached for final approval is a resolution formalizing the creation of the Newark Service Area Water and Sewer Advisory Council already approved in concept by the Commisisoners.



**Resolution No. 25-\_\_****Resolution Creating the Newark Service Area Water and Sewer Advisory Council**

- A. The County Commissioners of Worcester County adopted, on November 19, 1993, a Resolution Creating Water and Sewer Advisory Councils.
- B. The Resolution appointed an Ocean Pines Service Area Water and Sewer Advisory Council, a West Ocean City Service Area Water and Sewer Advisory Council, and such other Advisory Councils as may be determined by the County Commissioners.
- C. The Resolution established membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Advisory Councils.
- D. The County Commissioners have determined the need for the creation of a Newark Service Area Water and Sewer Advisory Council.

**Now, therefore, be it resolved** by the County Commissioners of Worcester County, Maryland that:

- 1. In accordance with the Resolution Creating Water and Sewer Advisory Councils adopted by the County Commissioners on November 19, 1993 (the Resolution), there shall be appointed a Newark Service Area Water and Sewer Advisory Council.
- 2. The provisions for membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Newark Service Area Water and Sewer Advisory Council shall be as established in the Resolution.
- 3. The County Commissioners reserve the right to abolish, amend or merge the Newark Service Area Water and Sewer Advisory Council into another Advisory Council at their sole discretion.

**And, be it further resolved** that this Resolution shall take effect upon its passage.



EMERGENCY SERVICES

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

TO: Weston Young, Chief Administrative Officer  
 FROM: James Hamilton, Deputy Director of Emergency Services  
 RE: Snow Hill Communications Shelter  
 DATE: January 27, 2025

The Department of Emergency Services Electronic Services Division has completed the cutover of all operational systems from the old communications shelter located at the Snow Hill Water Tank to the new shelter building. As you are aware, the old fiberglass over wood frame building was in very poor condition and no longer was compliant with any modern standards for housing critical communications equipment. The old structure is owned by the State of Maryland Institute for Emergency Medical Services Systems (MIEMSS) and is state property.

During the decommissioning process of the old building, staff via County Administration became aware of an interest in the structure by a commercial and residential fiber optic internet service provider. The entity expressed that they have the resources and ability to renovate the structure and would like to explore its use as a fiber optic interconnection point in support of rural broadband initiatives. The structure has existing conduit connecting it to both county owned as well as Maryland Broadband Cooperative owned fiber optic conduit and cables.

Should the Commissioners wish to see this project develop, attached is a draft correspondence that may be sent to the State of Maryland seeking their disposal of the structure to the county as surplus property. Additionally, it is my recommendation that if a decision is made to move forward that the Commissioners direct staff to negotiate a lease arrangement with potential interested parties that would include physical repairs by the parties to the structure at their expense prior to occupancy and that such a lease agreement be inclusive of a resource sharing agreement permitting the county to seek like value use of the party's conduit and/or fiber optic cabling for use by the county to support the county's WCPN fiber optic network where beneficial.

I am available to answer and questions that you may have.

TEL: 410-632-1194  
FAX: 410-632-3131  
WEB: [www.co.worcester.md.us](http://www.co.worcester.md.us)



COMMISSIONERS  
THEODORE J. ELDER, PRESIDENT  
ERIC J. FIORI, VICE PRESIDENT  
CARYN G. ABBOTT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
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 I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

February 4, 2025

Dr. Theodore Delbridge, MD  
Maryland Institute for Emergency Medical Services Systems  
653 West Pratt Street  
Baltimore, MD 21201

Dear Dr. Delbridge:

Worcester County was pleased to partner with MIEMSS to replace the existing MIEMSS-owned communications shelter in Snow Hill with a new County-owned building for our critical communications assets.

The old 1990's-era fiberglass-over-wood shelter requires interior renovation to be serviceable for any use. We estimate that it will cost several thousand dollars to remove it. However, it is ideally situated along county, state, and private fiber optic conduits.

The County requests that the State deem the old shelter as surplus property and donate it to the County. The County wishes to have the shelter improved and to make it available as a fiber optic peering and point of presence location for public and private sector broadband providers. This use would benefit our residents and be consistent with State policy objectives.

Please let us know if you need any additional information regarding this request. We look forward to hearing from you soon.

Sincerely,

Theodore J. Elder  
President

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:** January 28, 2025  
**SUBJECT:** Riddle Farm WWTP Change Order No. 1

---

Public Works is requesting Commissioner approval of Change Order No. 1 for the Riddle Farm Wastewater Treatment Plant Upgrades in the amount of \$228,070.00 for a membrane control system and to cover a shortfall in grant funding. Funding for the change order is being requested through an intergovernmental loan from the General Fund to the Riddle Farm Service Area per the attached agreement.

The change order is needed to cover the cost of the membrane control system, \$128,718.00, which was not included in the award to the contractor, M2 Construction. The membranes were originally purchased by the County in 2023 as they were a long lead item with an estimated 60-week fabrication time. At that time, the County elected to not purchase the control system for the membranes since construction was still over a year away. The membranes have since arrived and work can begin on integrating them into the plant, part of which requires modification of the control system. By purchasing the control system directly, the County saves money by avoiding contractor mark up. In addition, any issues regarding the membrane warranty become a "cleaner" arrangement since both the membranes and the control system will be purchased directly by the County and not split between the County and Contractor.

In addition, it has been determined the Dept. of Commerce grant, which is funding a portion of the work, does not have the balance needed to meet the current contract amount. There is a shortfall of \$99,352.00 which will need to be made up by intergovernmental loan.

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds  
 Quinn Dittrich  
 Chris Clasing  
 Tony Fascelli



**PROMISSORY NOTE  
FOR INTER-GOVERNMENTAL LOANS**

\$228,070.00  
Amount

Snow Hill, Maryland

January 28, 2025  
Date

For value received, the undersigned, Riddle Farm Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Two Hundred Twenty Eight Thousand Seventy Dollars (\$228,070.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 4.87% per annum at the following time, and in the following amounts, which is to say:

The loan and accrued interest is due and payable as follows:

Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

The initial interest rate herein shall be reviewed and adjusted, if necessary, on January 1 and July 1 of each year that a balance on this Promissory Note is outstanding.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Theodore J. Elder  
President

# Riddle Farms Electrical Upgrade

## County of Worcester

1000 Shore Lane  
Berlin, MD 21811-9422

November 18, 2024

Our Reference: **617631**

Dear Tony Fascelli,

Veolia Water Technologies & Solutions is pleased to provide County of Worcester with the attached proposal for the Riddle Farms Electrical Upgrade project in Berlin, MD United States. In developing this quotation, Veolia worked with County of Worcester in an effort to understand your project and business needs. The attached proposal outlines the solution we feel will best meet these objectives.

We greatly appreciate your consideration of Veolia for this project. Our measure of success is how well we deliver solutions that help our customers meet their critical business objectives. We hope to have the opportunity to demonstrate this with County of Worcester.

I will be calling you to discuss our proposal and provide any additional information that may help your evaluation. Until then, please contact me if you have any questions.

Yours sincerely,

Matthew Stapleford  
Regional Lifecycle Manager  
(905) 334-4035  
matthew.stapleford@veolia.com

cc: Yuseph Montasser  
Laura Alcazar

Unless expressly agreed otherwise in writing, all our proposals, sales and order confirmation are subject to our terms and conditions of sale.

Proposal for

# County of Worcester

## **Riddle Farms Electrical Upgrade**

Berlin, MD United States

Submitted to:

**County of Worcester**

1000 Shore Lane

Berlin, MD, 21811-9422

**Attention:** Tony Fascelli

### **Proposal #617631, Version 2**

**Matthew Stapleford**

**Regional Lifecycle Manager**

**(905) 334-4035**

**matthew.stapleford@veolia.com**

cc: Yuseph Montasser  
Laura Alcazar

Submitted by:

Zenon Environmental Corporation

DBA: Veolia WTS Solutions USA, Inc.

## Confidential and Proprietary Information

Veolia submits the information contained in this document for evaluation by Customer only. Customer agrees not to reveal its contents except to those in Customer's organization necessary for evaluation. Copies of this document may not be made without the prior written consent of Veolia Management. If the preceding is not acceptable to Customer, this document shall be returned to Veolia.

## Validity

This proposal is valid for Thirty (30) days from proposal date. In absence of additional proposals pricing will be subject to Price Modification clause one year from proposal date.

## Trademark Notification

The following are trademarks of Water Technologies and Solution and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, VeoliaWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelClear, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURxE, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, ProCera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Sencicore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, TraveLab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPLEat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



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## 1. Executive Summary

This document provides all commercial and technical details for the water treatment solution proposed by Veolia Water Technologies & Solutions for the Riddle Farms Electrical Upgrade project at County of Worcester. During communication with plant personnel regarding this project, several needs were identified. These include selecting a vendor who can:

**Veolia's scope of work includes the following:**

- ☐ Replace existing obsolete SLC500 processor with 5069 CompactLogix and conversion hardware
- ☐ Replace legacy PanelView with PanelView Plus 7 PERF
- ☐ Update drawings to reflect new electrical upgrade
- ☐ VWTS to provide updated electrical drawings to capture any changes to the updated system
- ☐ VWTS will convert existing PLC program
- ☐ VWTS will take HMI from reference project
- ☐ VWTS will test PLC code and HMI
- ☐ VWTS will be onsite one (1) day prior to commencing upgrade to properly review current system configuration for the purpose of assessing the full scope of work that needs to be carried out to complete the electrical upgrade. Should the engineering visit determine any required changes to this planned scope, adjustments will be detailed, and final revised pricing will be provided
- ☐ VWTS to be onsite five (5) days for commissioning

**Customer's responsibilities include, but not limited to the following:**

- ☐ Customer or their designate to complete all pre-work and physical installation

Veolia has designed a solution based on your unique technical requirements and general business objectives.

## 2. Veolia Scope of Supply

### 2.1 Veolia Scope of Supply

The proposed treatment system consists of the components described in this section.

#### 5069 CompactLogix and Conversion Hardware

Qty	Description
1	CompactLogix 2 MB ENet Controller
1	6 and 4 Screw RTBs for Controller power
3	Compact I/O 24VDC Input, 16 Point
3	SLC 500 to 5069 conversion module, DI 16 Point
4	Compact I/O Relay Output Module, 16 Point
4	SLC 500 to 5069 conversion module, DO 16 Point, Relay
2	Compact I/O Analog Input Module, 8 Channel
2	SLC 500 to 5069 conversion module, AI 8 Channel
3	Compact I/O Analog Output Module, 4 Channel
3	SLC 500 to 5069 conversion module, AO 4 Channel
1	PanelView Plus 7 Performance 10" 24VDC
3	Power Supply 100-240Vac input, 24Vdc, 120Watt (5A) output
1	Stratix 2000, Ethernet Switch 8 copper ports, unmanaged
1	Compact I/O Analog Output Module, 8 Channel
1	SLC 500 to 5069 conversion module, AO 8 Channel

### 2.2 Quality Basis

For the purposes of establishing a quality basis for equipment supply, reference is made herein to particular equipment manufactured by certain suppliers. The term "or equal" where used herein shall be deemed to mean "Veolia Approved Equivalent." Veolia reserves the right to substitute equipment that Veolia considers to be of equal quality and suitability for the intended application from alternative suppliers to those named herein. With regard to determining the suitability or otherwise of any particular manufacturer's equipment for inclusion as part of water treatment systems, Veolia's decision shall be final.

On-time completion of Veolia's startup and commissioning services requires satisfactory installation of all equipment by Customer. If additional service time is required for Veolia's commissioning scope due to Customer's changes in scope or delays in completion of installation, additional charges will apply, billed at Veolia's Field Service Labor Rates.

### 3. Commercial Offer

#### 3.1 Pricing Table

Pricing for the proposed equipment, consumables, and / or services is summarized in the table below:

##### **Electrical Upgrade**

Qty	Description
1	5069 CompactLogix and Conversion Hardware (See Section 2.1 for list of components)
40	Hours, Project Management
100	Hours (remote), Electrical Drawings
80	Hours (remote), Convert existing PLC Program
80	Hours (remote), Convert HMI Application
40	Hours (remote), Test PLC Code/ Bench Testing
1	Days, (onsite), Pre-Engineering site visit
5	Days, (onsite), Commissioning
<b>Total Price \$128,718.00 USD</b>	

#### 3.2 Freight

All pricing is EXW (INCOTERMS 2020) from designated factory.

#### 3.3 Invoicing and Payment Terms

Terms are 60% invoiced with order, 40% invoiced upon commissioning, with credit approval. Equipment shipment is contingent on receipt of initial milestone payment.

Invoices are due upon receipt.

#### 3.4 Equipment Shipment and Delivery

If an equipment shipment estimate is required, please contact Application Engineering. The Buyer and Seller will arrange a kick-off meeting after contract acceptance to develop firm shipment schedule. Title and risk of loss will transfer upon delivery in accordance with EXW (INCOTERMS 2020) designated factory.

#### 3.5 Pricing Notes

- ☐ All prices quoted are in USD.
- ☐ Any sales or value added tax is not included.
- ☐ The customer will pay all applicable local, state, provincial, or federal taxes and duties as provided in Veolia Standard Terms and Conditions of Sale.
- ☐ The equipment delivery date, start date, and date of commencement of operations are to be negotiated.
- ☐ Commercial terms and conditions shall be in accordance with Veolia's Standard Terms and Conditions of Sale.
- ☐ This proposal and the rates provided herein are subject to final site, environmental, Veolia compliance check, and financial due diligence by Veolia.
- ☐ This proposal supersedes all previous proposals and correspondence.

- ❑ Seller's price and delivery schedule are based on the assumption that Buyer will take delivery as and when foreseen by the schedule. Where this is not the case, the Parties must agree in advance an alternative place of delivery, failing which the Seller will be entitled to ship the equipment to storage. Buyer shall issue a Change Order to take into account any additional cost or delay incurred by Veolia in implementing this change.
- ❑ Seller may manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing, provided that the Equipment complies with all of the requirements specified in this Agreement.

### 3.6 Conditional Offering

Customer understands that this proposal has been issued based upon the information provided by customer, and currently available to, Veolia at the time of proposal issuance. Any changes or discrepancies in site conditions (including but not limited to system influent water characteristics, changes in environmental, health, and safety (EH&S) conditions, and/or newly discovered EH&S concerns), Customer financial standing, Customer requirements, or any other relevant change, or discrepancy in, the factual basis upon which this proposal was created, may lead to changes in the offering, including but not limited to changes in pricing, warranties, quoted specifications, or terms and conditions. Veolia's offering in the proposal is conditioned upon a full Veolia EH&S and Customer financial review.



---

## Appendix A. Technical Clarifications

### A.1 Technical Clarifications

Veolia would like to note the following list of technical clarifications:

1. The proposal assumes all material and installation required to complete the scope of work defined in the executive summary to be completed by customer or customer's designate.
2. On-time completion of Veolia's startup and commissioning services requires satisfactory mechanical and electrical installation of all supplied equipment by customer. If additional service time is required for Veolia's commissioning scope due to customer's changes in scope or delays in completion of installation, additional charges will apply, billed at Veolia's Field Service Labor Rates. To ensure personnel availability, Veolia requires a minimum of two weeks' advance notice to schedule equipment start-ups.
3. Existing Zenon 460V reference drawing for MCC to be discontinued.
4. Existing devices are assumed to use existing IO constructs as there are discrepancies on the provided drawings and the original Zenon set.
5. Devices squared in RED are assumed to be new and require additional IO. VWTS may be required to include a small sub panel with remote IO to accommodate all the new IO (Reference customer's electrical drawings).
6. All physical installation work is within customer or their designate scope including modifying cutout for new HMI.
7. The total hours assumes no weekends or a holiday are required and is based on an eight-hour workday and is an estimate of time needed to complete the above tasks and does not constitute a guaranteed number of service days should the tasks take less time than estimated.
8. In the event that additional time is required onsite or remotely it will be discussed with customer and extra charges will apply at current Veolia engineering rates.
9. Any item not described in this proposal is excluded from Veolia's scope.

## Appendix B. Customer Scope of Supply

All delivery or services not specified in the Veolia Scope of Supply are included in the Customer Scope of Supply.

### B.1 Safety and Environmental

- ☐ First aid and emergency medical response
- ☐ Eyewash and safety showers in the water treatment area
- ☐ Chemical spill response
- ☐ Security and fire protection systems per local codes
- ☐ Environmental use and discharge permits for all chemicals at the customer facility either listed in this document or proposed for use at a later date
- ☐ Any special permits required for Veolia or Customer employees to perform work related to the water treatment system at the facility
- ☐ All site testing, including soil, ground and surface water, air emissions, etc.
- ☐ Disposal of all solid and liquid waste from the Veolia System
- ☐ The Customer will identify and inform Veolia personnel of any hazards present in the work place that could impact the delivery of Veolia's scope of supply and agrees to work with Veolia to remove, monitor, and control the hazards to a practical level.
- ☐ The Customer will provide training to Veolia's personnel on all relevant and standard company operating procedures and practices for performing work on site. Such training programs may include, but are not limited to, general environmental health and safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Customer will provide a certificate of training for Veolia personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.

### B.2 Jobsite and Installation Review

- ☐ Review of Veolia supplied equipment drawings and specifications
- ☐ Overall plant design, detail drawings of all termination points where Veolia equipment or materials tie into equipment or materials supplied by others
- ☐ Stamping, signing or sealing of general drawings as per Federal, State, Provincial or local regulations or codes (excludes structural designs – where required)
- ☐ All easements, licenses and permits required by governmental or regulatory authorities in connection with the supply, erection and operation of the system
- ☐ All applicable civil design and works, including any building, site preparation, grading, excavations, foundations, and trenches and accessories
- ☐ All electrical labor and supplies leading up to jobsite, including fittings, conduit, supports, cable trays, wire and hardware, and air conditioned panels as required for installation and ongoing operations
- ☐ All labor and supplies leading up to jobsite including fittings, conduit, supports, cable trays, wire and hardware required to appropriately ground / earth the equipment as required for installation and ongoing operations
- ☐ All mechanical labor and supplies leading up to the jobsite including interconnecting piping, heat tracing (if required), fittings, conduit, pipe supports, and hardware as required for installation and ongoing operations

- ☐ All instrumentation and automatic pneumatic valves including, but not limited to, air / sample line tubing, fittings, conduit, supports, isolating valves leading up to jobsite and between Veolia-supplied skids and hardware as required for installation and ongoing operations
- ☐ Loading, unloading and transportation of the equipment and materials required for Veolia to perform the duties outlined in the Veolia Scope of Supply to the jobsite and/or warehouse
- ☐ All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts)
- ☐ Providing a suitable site/shelter for the placement of the proposed equipment, either inside appropriate housing, or outdoors, taking into account the local and seasonal climatic conditions. Note: electrical and controls equipment, including the PLC, may require air-conditioned rooms or enclosure to prevent overheating of sensitive electronic equipment or damage to LCD screens and care should be taken to shield or locate control cables away from high power cables to prevent interference.
- ☐ Equipment anchor bolts
- ☐ Laboratory services, operating and maintenance personnel during equipment check out, start-up and operation
- ☐ Any on-site painting or touch-up painting of equipment supplied
- ☐ Disposal of membrane preservative
- ☐ Unless specified elsewhere in this document, variable frequency drives (VFD), motor control centers (MCC), and motor control enclosures (MCE)
- ☐ SCADA / DCS to control Veolia-supplied equipment. Veolia shall supply a functional logic description (control narrative)
- ☐ Configuration of instrument and PLC signals from the water treatment system to the plant DCS or PLC

### B.3 Facility Management

- ☐ Warehouse storage space and facilities, as are available at the site, and are reasonably appropriate to store parts, consumables, tools, etc. in accordance with manufacturers' recommendations. Such warehouse storage space will be a segregated area, secured and protected from adverse climate as may be reasonably required. Customer will be responsible for risk of loss of Veolia's parts while in storage at the site. Customer will maintain Veolia's parts stored at the site free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors, and other creditors of any nature.
- ☐ Free access and egress of the facility for all authorized work for Veolia staff
- ☐ Workshop facilities with standard workshop tools and equipment, as is reasonably appropriate, that are necessary to meet the repair and maintenance requirements of the system. Such equipment includes, but is not limited to, benches, vices, drill press, electric saws, hand tools, power tools, pneumatic tools, etc.
- ☐ All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts)
- ☐ Adequate illumination and emergency lighting for all areas in which Veolia staff will be executing the scope of supply
- ☐ Equipment for movement of chemical drums, totes, and resin, as is reasonable
- ☐ All site utilities such as raw water, instrument quality air, potable water, and power required for operation of the proposed equipment included in this scope of supply.

## Appendix C. Acceptance

### C.1 How to Place an Order

To ensure accurate and prompt order entry, product delivery, billing and accounts receivable processing, please ensure your Purchase Order contains the following information:

1. **Legal Entity:** Please identify Veolia WTS Solutions USA, Inc. as the 'Seller' on any Purchase Order(s).

Legal Entity:	Veolia WTS Solutions USA, Inc. 3600 Horizon Blvd., Trevose, PA 19053
---------------	---

2. **Submit:** Veolia requires a hard copy of the PO with full customer and order details – by postal mail or e-mail. Communicate your PO to our central order processing department at:

E-Mail:	matthew.stapleford@veolia.com
Postal Mail:	Zenon Environmental Corporation c/o Veolia Water Technologies & Solutions 3600 Horizon Blvd., Trevose, PA 19053

3. **Details:** Ensure your Purchase Order contains the following information:
  - a. **Proposal Number:** Please reference the **Proposal # 617631, dated 11/18/2024, version 2** in its Scope, Price, Terms & Conditions on any purchase orders.
  - b. **Quantity** with units of measure (UOM) needs to be stated for each item listed in the PO.
  - c. **Unit Price and / or Total Price** need to be stated alongside the information so that the Purchase Order can be cross checked against any proposal detail.
  - d. **Delivery Location (Ship-to Address):** Please clearly define the delivery location.
  - e. **Delivery Date:** Please include your requested delivery date in your PO. Upon receipt of the PO the requested delivery date will be reviewed, if that date is achievable based upon current factory loading it will be confirmed back to you via the confirmation information indicated on your PO, if the requested delivery date is not achievable a representative will contact you to discuss how to proceed. If a delivery date is not included in your PO the next available production capacity will be utilized and confirmed back to you.
4. **Execute:** Please sign and date below and include this page with your purchase order. Upon acceptance of the PO, Veolia will sign and date this page and return it to County of Worcester.

For:  
County of Worcester

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For:  
Veolia WTS Solutions USA, Inc.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

## Appendix D. Conditions of Sale and Warranties

**SELLER:**

Veolia WTS Solutions USA, Inc.  
3600 Horizon Blvd.  
Trevose, PA 19053

---

**BUYER:**

County of Worcester  
1000 Shore Lane  
Berlin, MD 21811-9422

---

**As used in the Terms and Conditions of Sale, the term “Goods” shall mean materials as outlined in the Veolia Scope of Supply section of this proposal.**

---



## D.1 General Terms and Conditions of Sale

### 1. Exclusive Terms and Conditions.

Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.

**2. Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.

**3. Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two per cent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.

**4. Taxes and Duties** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all

items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

**5. Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer EXW (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

**6. Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water or fluid which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- (b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use of fifteen (15) months from their date of delivery;
- (c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only,

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

**7. General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any

operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

**8. Compliance with Laws and Permits.** All permits, authorisations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

**9. Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordnance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

**10. Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take

whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water or fluid, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

**11. Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

**12. Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay

event. Buyer shall reasonably assist in the event of any such evacuation.

**13. Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the

Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

**14. Limitations on Liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE



## EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

**15. Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

(a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or

(b) fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

**16. Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

**17. No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

**18. Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations including those of the United States, European Union, and United Nations. Additionally, Buyer shall not sell, distribute, disclose, release or otherwise transfer any



item or technical data provided under this agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, North Korea, (iii) the region of Crimea, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson, Zaporizhzhia regions of Ukraine or (iv) any person or entity listed on the "Entity List" or "Denied Persons List", the list of "Specifically Designated Nationals and Blocked Persons" maintained by any other applicable prohibited party list, such as those provided by the US, EU and United Nations. The Buyer hereby certifies that the work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf.

If the applicable trade control laws and regulations designate any person or entity involved in business activity between [and/or including] the Buyer and Seller, the obligations of the Parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations, and the parties will work towards achieving compliance or will terminate the agreement and work to effect a mutually agreeable and orderly process for such termination and/or winding down the business activity.

**19. Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

**20. Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the

terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfils Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) subcontract portions of the Services, so long as Seller remains responsible for such.

**21. No third party beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

**22. Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement

## D.2 Additional Clauses

**\*\*\* Insurance.** Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favour of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

**\*\*\* Inspection and Factory Tests.** Seller will apply its normal quality control procedures in manufacturing the Equipment. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Equipment, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

**\*\*\* Change control.** Buyer shall notify Seller immediately upon any change in ownership of more than fifty per cent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Agreement, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.



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](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 4, 2025  
RE: Request to Contract – Architectural and Engineering Services Isle of Wight Facility

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The Department of Public Works is seeking approval for the Maintenance Division to utilize the City of Salisbury's contract with Davis, Bowen & Friedel, Inc. for architectural and engineering services related to the Isle of Wight building. The City of Salisbury awarded this contract through a competitive bidding process, with a one-year term and two optional one-year renewals. The total contract amount is \$42,685.

Over the past year, the Maintenance Division has been assessing the Isle of Wight building and its systems, which largely remain unchanged since its original construction in 1971. While some updates have been made, including the installation of three new rooftop HVAC units and minor interior improvements, a comprehensive renovation plan has been developed in coordination with the Health Department and Treasurer's Office. The proposed renovations include reconfiguring the floor plan to improve confidentiality by restricting public access to sensitive areas. Additionally, the plan incorporates the construction of four new ADA-compliant restrooms, addressing a critical need.

The renovation plan will also create distinct areas for the Health Department and Treasurer's Office, allowing each to operate independently. Other updates include new flooring, ceilings, lighting, counters, cabinetry, doors, and wall finishes. The preliminary cost estimate for the project is \$590,141, which falls within the approved assigned fund balance.

Funding for this project was allocated in the current FY24 Assigned Funds under the Isle of Wight Building Renovation.

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

January 17, 2025

Worcester County Maintenance  
6113 Timmons Rd.  
Snow Hill, Maryland 21863

Attn: Michael Hutchinson  
Maintenance Supervisor

Re: Architectural and Engineering Services  
Isle of Wight Facility  
Bid/Permit Set Design Services  
Worcester County, Maryland  
DBF #: P0085B055.A01

*Ring W. Lardner, P.E.  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA, LEED GA  
Jason P. Loar, P.E.  
Jamie L. Sechler, P.E.*

Dear Mr. Hutchinson:

Pursuant to your request, we are pleased to present this proposal to provide architectural and engineering services for the above-referenced project. We will use the approved schematic design to develop drawings sufficient for receiving agency approvals and bids. Below is an anticipated breakdown of the scope of work we are anticipating for the remaining phases of this project.

A. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

- The design team will develop drawings to define building materials and systems for confirmation and approval.
- Upon approval of building elements, the design team will develop drawings and specifications suitable for agency approvals, owner review and approval, and contractor bids.

B. BID PHASE SERVICES

Our office will assist the County with advertisement, pre-bid meeting, review of bids, and selection of a contractor.

C. CONSTRUCTION PHASE SERVICES

- Develop and distribute Owner/Contractor Agreement for signature
- Hold pre-construction meeting
- Attend construction progress meetings (8) and distribute minutes
- Attend and coordinate punch list
- Coordinate project closeout with the Contractor

Lump Sum Fee: \$42,685.00

The pricing for this proposal is based on our current on-call contract with the City of Salisbury.

D. EXCLUSIONS

The following is not considered a part of our scope of work for this project:

- Civil engineering or surveying
- Fire suppression system design
- Flood zone analysis
- Inspection of subsurface or non-visible conditions
- HVAC commissioning
- Underground utility or power analysis
- Security System design

Billing for our services will be submitted monthly based on the percentage of work completed the previous month in accordance with Schedule of Rates No. 50. Terms shall be in accordance with the attached City of Salisbury agreement and Worcester County's Standard Terms and Conditions.

This proposal is valid for a period of thirty (30) days. If you find the proposal acceptable, please sign below and on the attached agreement, and forward it via email [mwh@dbfinc.com](mailto:mwh@dbfinc.com). We will proceed with our work based on receipt of the signed documents.

We appreciate the opportunity to be of continued service to Worcester County and look forward to Worcester County and look forward to participating in this project. Should you have any questions or need additional information, please do not hesitate to contact me at (410) 543-9091 or at the email noted above.

Sincerely,  
DAVIS, BOWEN AND FRIEDEL, INC.



Michael Wheedleton, AIA  
Principal/Sr. Architect

Enclosures: Schedule of Rates No. 50  
City of Salisbury Agreement  
Worcester County Standard Terms and Conditions

---

Client Signature

Date

---

Printed Name



**DAVIS, BOWEN & FRIEDEL, INC. (“DBF”)**  
**SCHEDULE OF RATES**  
 SCHEDULE NO. 50  
 Effective January 1, 2024

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Principal</b>	<b>\$230.00</b>
<b>Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor</b>	<b>\$195.00</b>
<b>Architect, Landscape Architect, Engineer, Surveyor</b>	<b>\$155.00</b>
<b>Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$160.00</b>
<b>Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$140.00</b>
<b>Senior Environmental Specialist</b>	<b>\$160.00</b>
<b>Environmental Specialist</b>	<b>\$130.00</b>
<b>Construction Administrator</b>	<b>\$145.00</b>
<b>Senior Designer</b>	<b>\$150.00</b>
<b>Designer</b>	<b>\$130.00</b>
<b>GIS Specialist</b>	<b>\$140.00</b>
<b>Computer Graphics Designer</b>	<b>\$115.00</b>
<b>CAD I</b>	<b>\$115.00</b>
<b>CAD II</b>	<b>\$100.00</b>
<b>1 Person Survey Crew</b>	<b>\$150.00</b>
<b>2 Person Survey Crew</b>	<b>\$190.00</b>
<b>3 Person Survey Crew &amp; UAV Crew (Excluding Equipment Charge)</b>	<b>\$230.00</b>
<b>Resident Project Representative</b>	<b>\$110.00</b>
<b>Computer Administrator</b>	<b>\$110.00</b>
<b>Administrative Support</b>	<b>\$90.00</b>
<b>Travel</b>	<b>\$0.655/mile</b>
<b>Direct Expense</b>	<b>Cost + 10%</b>
<b>UAV Equipment Charge</b>	<b>\$100/mission</b>
<b>Prints (In-house Reproduction)</b>	<b>\$3.50/sheet</b>
<b>Overtime</b>	<b>(1.5xHourly Rate)</b>
<b>24x36 Mounted Prints</b>	<b>\$90 (First Board)/ \$40 (Additional Boards from the Same Order)</b>



# City of Salisbury

Contract No. RFP A-24-102  
Engineering Services

Acct No. By Purchase Order Only

## STANDARD FORM OF AGREEMENT

THIS AGREEMENT, made as of the 20<sup>th</sup> day of February in the year of Two-Thousand and Twenty Four by and between the City of Salisbury, party of the first part, herein after called the City, and Davis, Bowen & Friedel, Inc., 601 East Main Street, Suite 100, Salisbury, MD 21804 party of the second part, hereinafter called the Contractor.

The City and the Contractor agree as set forth below:

### ARTICLE – 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, The Conditions of the Contract (General, Supplementary and other Conditions), Instructions to Bidders, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9.

### ARTICLE – 2 WORK

The Contractor will perform all the Work required by the Contract Documents for:

### CONTRACT NO. RFP A-24-102 ENGINEERING SERVICES

### ARTICLE – 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract will commence on as requested basis and, subject to authorized adjustments; Substantial Completion will be achieved within a mutually agreed upon time frame for each individual work order. This is a requirements contract and as such, individual work orders, or Purchase Orders will be issued as needed. This initial term of this contract will expire one year from

the date of the fully executed contract. The City reserves the right to renew this contract for two (2) 1-year periods upon mutual agreement by both parties.

## ARTICLE – 4 CONTRACT SUM

The City will pay the Contract in current funds for the providing of the services, as provided in the Contract Documents, the Contract rates as stated below.

**The Contract rates determined as follows:**

**Per the rates submitted by Jason P. Loar, PE dated November 29, 2023**

## ARTICLE – 5 PROGRESS PAYMENTS

Based upon the Contractor's monthly estimate of work in place, the City will make progress payments on the Contract Sum to the Contractor. Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of invoice and acceptance of work.

## ARTICLE – 6 FINAL PAYMENT

Final Payment will be paid by the City of Salisbury within a specified time, generally within a thirty (30) day period after receipt of final invoice and acceptance of work.

## ARTICLE - 7 SUSPENSION OR TERMINATION OF CONTRACT FOR CONVENIENCE

- A. The City will have the right, at any time by written notice, for its convenience, to suspend for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer term is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.
- B. The City will have the right, at any time by written notice, for its convenience, to terminate the work in whole or in part.
- C. Any notice issued pursuant to Sections A and B above will state the extent and effective date of such termination. Upon the effective date of such notice, except as otherwise directed, the Contractor will stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated.

D. The Contractor, within thirty (30) days of the notice of termination, will submit a final invoice reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

E. In the event of a termination, pursuant to Section B above, the City will pay the Contractor's expenses verified by final invoice as set forth in Section D for the following:

(1) Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

(2) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead.

F. The Contractor will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

#### ARTICLE – 8 CONTRACT CHANGES

**NO CLAIMS** may be made by anyone that the scope of the project or that the Contractor's services have been changed (requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract) **UNLESS** such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Director of Procurement (and the City Council, if required), prior to extra work being initiated. Extra work performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Contractor, and payment will not be made by the City of Salisbury (Owner).

**NO ORAL** conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City of Salisbury employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Director of Procurement (with City Council approval, if required) will be honored or valid.

If any change ordered in the work results in a reduction in the work, the Contractor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

No inspection, or any failure to inspect, at any time or place, will relieve the Contractor from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of the specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications.



ARTICLE - 9  
CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between The City and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement are enumerated as follows:

ADVERTISEMENT

RFP A-24-102 ENGINEERING SERVICES SOLICITATION DOCUMENT

ADDENDUM 1

ADDENDUM 2

ADDENDUM 3

REQUIRED FORMS

EMAIL WAIVING ADDITIONAL TERMS ON PRICE PROPOSAL FROM JASON P. LOAR DATE JANUARY 24<sup>TH</sup>, 2024

STANDARD FORM OF AGREEMENT



## CONTRACT RFP A-24-102

This agreement entered into as of the day and year first written above.

(FIRM TO SIGN BELOW)Davis, Bowen & Friedel, Inc.

Name of Firm

BY: (Authorized Official) Date 2024-02-23Jason P. Loar, P.E., Principal/Sr. Engineer  
Printed Name and TitleATTEST 

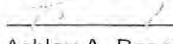
(Witness)

Date 2024-02-23

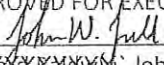
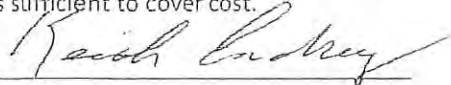
(CORPORATE SEAL)

THE CITY OF SALISBURY

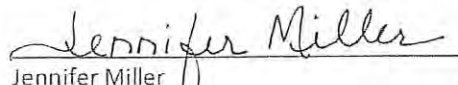
## APPROVED AS TO FORM AND LEGALITY

  
Ashley A. Bosche, EsquireCity Solicitor Date 02/23/2024

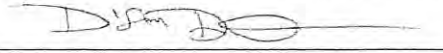
## APPROVED FOR EXECUTION:

  
~~XXXXXX~~ John Tull, Acting Director  
~~XXXXXX~~ of Infrastructure Date 2/25/24  
and DevelopmentCERTIFIED: Unobligated Appropriation Balance  
is sufficient to cover cost.  
Keith Cordrey  
Director of Finance Date 3/4/2024


## APPROVED FOR EXECUTION:

  
Jennifer Miller  
Director of Procurement Date 03/05/24

## FUNDING/BID AWARD AS APPROVED BY COUNCIL

  
D'Shawn Doughty  
Council President Date 03/05/2024

## ATTEST

  
Kimberly Nichols  
City Clerk Date 03/05/2024

1.2023

## EXHIBIT A

Worcester County Maryland  
Standard Terms

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

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

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**10. Independent Contractor.**

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

**11. Insurance Requirements.**

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

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

**13. Ownership of Documents; Intellectual Property.**

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.



1.2023

- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies.**

- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- c. **Cumulative.** These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor.**

- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

1.2023

18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.




**Worcester County Department of Environmental Programs**

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

**Memorandum**
**To:** Weston S. Young, P.E., Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS, REHS/RS  
 Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "R. Mitchell".

**Subject:** **Rural Legacy – FY 26 Grant Application**  
 Dividing Creek Rural Legacy Area  
 Bishopville-Showell Rural Legacy Area

**Date:** 1/27/25

Attached you will find a memorandum from Katherine Munson and an application for funding for the Dividing Creek Rural Legacy Area (RLA) and the Bishopville-Showell RLA. The amount requested in this application totals \$6,065,000. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA and the Bishopville-Showell RLA is our third approved area for Worcester County.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999). The funding pays for the perpetual easements and reimburses the county for administrative costs. The usual award is \$1-2MM+ per RLA, depending on the state budget process. Somerset County is also reviewing for approval their portion of the Dividing Creek RLA, which is sponsored and prepared by Lower Shore Land Trust.

The program requires a preference indicated each cycle for which RLA we wish to have forwarded for preferred funding. We typically alternate between the two programs. We recommend that the Dividing Creek area be listed as the preferred RLA for this application. Therefore, I respectfully recommend that the County Commissioners authorize President Elder to sign the attached letter as indicated and include the recommended preference.

If you have any questions or need any additional information please let me know. Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners at your convenience.

**Enclosures**

1. Draft Preference letter (to be signed by President Elder)
2. Dividing Creek RLA map and Application (prepared by Lower Shore Land Trust w/input from Somerset and Worcester Co, to be signed by staff)
3. Bishopville-Showell RLA map and Application (signed by staff)

cc: Roscoe Leslie  
 Katherine Munson  
 Dave Bradford  
 Lynn Wright



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planning Manager *KM*

**SUBJECT:** FY26 Dividing Creek and Bishopville-Showell RLA Applications

**DATE:** January 27, 2025

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Please find attached for County Commissioner approval, application for FY26 funding for the Dividing Creek Rural Legacy Area for \$5,365,000 and for the Bishopville-Showell Rural Legacy Area for \$700,000. FY26 applications are due February 12, 2025.

No county funding is required or is offered as match by either application.

Counties with two Rural Legacy Areas are required to indicate which Area is preferred for funding. The attached letter indicates preference for the Dividing Creek RLA for FY26. Typically we alternate preference each application cycle. Last year we indicated preference for Bishopville-Showell RLA.

The grant funds would be used to purchase perpetual conservation easements from willing landowners. The funds also reimburse the county for administrative and all other costs associated with purchasing the conservation easements and long term monitoring.

Please note that Lower Shore Land Trust is the lead sponsor on the Dividing Creek RLA.

Somerset County is also reviewing the FY26 Dividing Creek RLA application.

Please let me know of any questions. Thank you for your attention to this matter.

DATE

Rural Legacy Board  
c/o Rural Legacy Program  
Land Acquisition and Planning Unit  
Maryland Department of Natural Resources  
580 Taylor Ave., E-4  
Annapolis, MD 21401

RE: Rural Legacy Areas, FY26 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit a request for funding for the Dividing Creek RLA and for the Bishopville-Showell RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY26. We place higher priority on the Dividing Creek RLA application for FY26.

Thank you for considering our FY26 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY26.

Sincerely,

Theodore J. Elder  
President

cc: Robert Mitchell, Director, Environmental Programs (EP)  
David Bradford, Deputy Director, EP  
Katherine Munson, Planning Manager, EP

### Cover Sheet Rural Legacy Application

**Please complete this Cover Sheet and submit it with all Attachments.**

Rural Legacy Area Name: Bishopville-Showell	
Name of Sponsor: Worcester County	
County or Counties Where Eligible Properties Located: Worcester County	
Name of Sponsor's Lead Contact: Katherine Munson	
Contact's Title: Planning Manager	
Daytime Phone Number: 410-632-1220 ext 1302	Fax #: 410-632-2012
E-Mail Address: kmunson@co.worcester.md.us	
Address: 1 West Market Street, Unit 1306	
Worcester County Government Center, Snow Hill, MD 21863	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

Signature:

Date:

Rural Legacy Area Name: Bishopville\_Showell

**RURAL LEGACY PROGRAM – FISCAL YEAR 2026****RENEWAL AND AREA EXPANSION  
GRANT APPLICATION****SECTION I: RLA Statistical Information**

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 11,743
2. With this Application, is a RLA boundary expansion being requested? No (Yes or No)  
     If so, how many additional acres are in the expansion area? \_\_\_\_\_  
     What is the total acreage of the proposed RLA with expansion: \_\_\_\_\_  
     Please describe in detail the adjustments to the boundaries of the approved RLA.
3. How many acres do you propose to protect with the funds requested in this Application?  
     100
4. What is the projected total cost per acre for land acquisition proposed in this Application?  
     (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)  
         Easement \$6,500-8,000  
         Fee Simple \_\_\_\_\_
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$700,000
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? 1,500
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$11,000,000.00
8. By January 15<sup>th</sup>, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Counties in which the RLA is located and/or the sponsoring Land Trust, in accordance with the “*GIS Submittal Guidelines*.” Send to [KatrinaL.Tucker@maryland.gov](mailto:KatrinaL.Tucker@maryland.gov)



**SECTION II: Leveraging RLP Funds**

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs)  
**None; note that the first grant agreement was fully executed November 2024.**
  
2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.).  
**none**

**SECTION III: Bonus Points – this section only applies to a Rural Legacy property for which an application for easement acquisition has been submitted during the past 12 month or which was settled during the past 12 months.**

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? **N/A**
  
2. Have any of the Deed of Conservation Easements for projects submitted or settled during the past 12 months provided for general public access (reference *Article VII. Public Access of the model easement*)? Leased hunting/fishing is not considered “public access” for the purpose of this score. **N/A**
  
3. Describe any social benefits as a result of an RL project submitted or easement that settled during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? **N/A**
  
4. Describe any enhanced best management practices included in an RLA Deed of Conservation Easement that was submitted or settled during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*) **N/A**

**SECTION IV: Special Circumstances**

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

**SECTION V: Multiple County Priority Designation**

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference. **See attached letter**

**SECTION VI: Proposed Property Acquisitions**

Complete the Proposed Acquisition List Form for the top ten (10) proposed acquisitions in the RLA for Fiscal Year 2026 funding (submit Form with Application).

**SECTION VII: FOR EXPANSION REQUESTS ONLY**

Submit digital geographic information (GIS data) for the boundary of the RLA. Please refer to the “*GIS Submittal Guidelines*.” This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, WeTransfer, Box*, etc.) to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information should be submitted early, by January 15<sup>th</sup>, and if it was not submitted early then it must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

**SECTION VIII: Annual Report**

If the Annual Report for the calendar year that just ended (January – December) has not already been submitted it **MUST** be included with this Application.

**SECTION IX: Stewardship**

All monitoring reports that were due in the prior calendar year (January – December) that have not yet been submitted are now **DUE** and **MUST** accompany submission of this Application.

**Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.**

**SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:**

**Rural Legacy Program  
Land Acquisition and Planning Unit  
Katrina L. Tucker, Program Administrator  
[KatrinaL.Tucker@maryland.gov](mailto:KatrinaL.Tucker@maryland.gov)**

State of Maryland Department of Natural Resources  
Rural Legacy Program Application

**Proposed Acquisitions – Fiscal Year 2026**

**Rural Legacy Area Name**      Bishopville-Showell

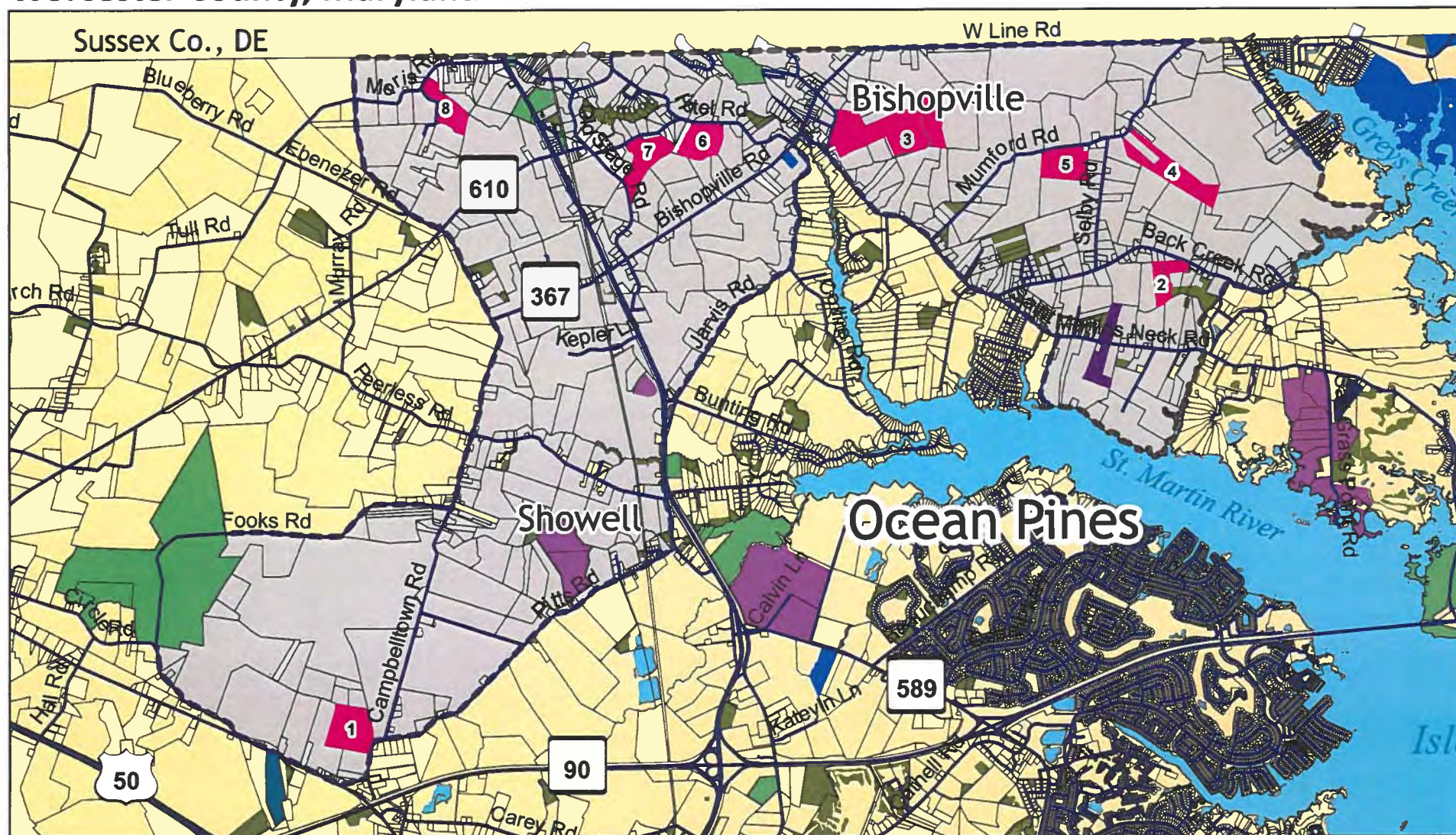
PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Holloway, William and Judy	9087 Pitts Street Berlin, MD 21811	\$400,000- \$450,000	58.7	14	03- 002756	23	91		E	N/A	N	N
2	Drew, Mark and Mildred Kathy	11828 Back Creek Road Bishopville, MD 21813	\$225,000- \$250,000	29.32	10	05- 007747	15, 16	99, 100	N/A	E	N/A	N	N
3	McCabe Brothers	St. Martins Neck Road Bishopville, MD 21813	\$275,000- \$300,000	60.016	9	05- 004144	6	207	N/A	E	N/A	N	N
4	Benson, Glenn	Selby Road Bishopville, MD 21813	\$275,000- \$300,000	61.931	10	05- 006961	4	227	N/A	E	100 ft	N	N
5	Jarman, Donna	Mumford Road Bishopville, MD 21813	\$350,000- \$400,000	50.34	10	05- 006945	2	224	N/A	E	N/A	N	N

# ITEM 15

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
6	McCabe Brothers	Ames Road Bishopville, MD 21813	\$275,000- \$300,000	65.15	9	05- 005353	6	189		E	N/A	N	N
7	Hammond, Thomas and Marie	Hotel Road Bishopville, MD 21813	\$325,000- \$375,000	42.10	9	05- 004810	4	142		E	N/A	N	N
8	Tingle, Edward and Harcum Kathy	12938 Old Stage Road Bishopville, MD 21813	\$350,000- \$400,000	48	9	05- 003911	3	119		E	100 ft	N	N
9	Justice, Lester and Kimberly	9406 Morris Road Bishopville, MD 21813	\$225,000- \$300,000	37.62	2	05- 768649	24	25		E	N/A	N	N



# Bishopville-Showell Rural Legacy Area, FY26 Application Worcester County, Maryland



January 23, 2025

0 0.75 1.5 3 Miles



Map prepared by Worcester County, Environmental Programs  
Data sources: MDP, MD DNR, LSLT,  
and Worcester County

- parks
- Proposed Acquisitions, FY26
- RLA Boundary
- Parcel Boundary
- LSLT Easements
- CREP Easements
- State Lands
- Forest Conservation Easements
- Pending RLA Easement



### Cover Sheet Rural Legacy Application

**Please complete this Cover Sheet and submit it with all Attachments.**

Rural Legacy Area Name: Dividing Creek	
Name of Sponsor: Lower Shore Land Trust, Somerset County, Worcester County	
County or Counties Where Eligible Properties Located: Somerset and Worcester	
Name of Sponsor's Lead Contact: Jared Parks	
Contact's Title: Director of Land Programs	
Daytime Phone Number: 443-234-5587	Fax #:
E-Mail Address: <a href="mailto:jparks@lslt.org">jparks@lslt.org</a>	
Address: 100 River Street, Snow Hill, MD 21863	

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

**Signature:**

**Date:**

Rural Legacy Area Name: Dividing Creek
--

## RURAL LEGACY PROGRAM – FISCAL YEAR 2026

### RENEWAL AND AREA EXPANSION GRANT APPLICATION

#### **SECTION I: RLA Statistical Information**

1. What is the total acreage of the existing Rural Legacy Area (RLA)? 67,812
2. With this Application, is a RLA boundary expansion being requested? No (Yes or No)  
 If so, how many additional acres are in the expansion area? N/A  
 What is the total acreage of the proposed RLA with expansion: N/A  
 Please describe in detail the adjustments to the boundaries of the approved RLA. N/A
3. How many acres do you propose to protect with the funds requested in this Application?  
2,146
4. What is the projected total cost per acre for land acquisition proposed in this Application?  
 (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)  
 Easement: \$3,000/acre farmland; \$2,000/acre woodland  
 Fee Simple: N/A
5. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \$5,365,000
6. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? The Sponsors have a goal of protecting 50% of the un-developed land within the DCRLA. There are approximately 4,500 acres left to protect to get us to that goal.
7. Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA). \$11,250,000 (4,500 acres @ \$2,500/acre)
8. By January 15<sup>th</sup>, submit GIS data for lands within the RLA protected by any local land preservation program administered solely by the County/Counties in which the RLA is located and/or the sponsoring Land Trust, in accordance with the “*GIS Submittal Guidelines*.” Send to [KatrinaL.Tucker@maryland.gov](mailto:KatrinaL.Tucker@maryland.gov)

**SECTION II: Leveraging RLP Funds**

1. Describe ways the Sponsor utilized their own funds in the past 12 months to permanently conserve land in the RLA. (such as not seeking reimbursement for administrative, program compliance, or incidental costs)

There were no Sponsor funds expended in the past 12 months in the DCRLA.

2. Detail all funding sources/conservation programs that were utilized in the past 12 months to permanently conserve land in the RLA (ex: REPI/ACUB, MALPF, MET, County, Federal, Private, Installment Purchase Programs, etc. If unsure, consider contacting the local County MALPF Administrator or other County staff to obtain number of easements and acreages preserved through all programs, including County open space acreage preserved.).

Worcester County closed a MALPF easement on 4/2/2024 that is within the DCRLA. The easement protected the 113.546-acre GladMar Land Co. property for a total of \$220,000.

**SECTION III: Bonus Points – this section only applies to a Rural Legacy property for which an application for easement acquisition has been submitted during the past 12 month or which was settled during the past 12 months.**

1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? The Dolan easement (settled 6/6/2024) requires a 250-foot forested buffer on Dividing Creek and the Layfield easement (settled 9/27/2024) requires a 100-foot buffer on Long Broughton Branch. The average width is 175 feet.
2. Have any of the Deed of Conservation Easements for projects submitted or settled during the past 12 months provided for general public access (reference *Article VII. Public Access* of the model easement)? Leased hunting/fishing is not considered “public access” for the purpose of this score.

No

3. Describe any social benefits as a result of an RL project submitted or easement that settled during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature?

N/A

4. Describe any enhanced best management practices included in an RLA Deed of Conservation Easement that was submitted or settled during the past 12 months (these would be in addition to the standard practices such as impervious surface limitation of 2%; CAFO restriction; 100 foot stream buffers; Soil Conservation and Water Quality Plan; and Forest Stewardship Plan/compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*)

The Dolan easement requires a 250-foot forested buffer to Dividing Creek, significantly over the required 100-foot buffer. The Layfield easement required the normal 100-foot buffer on a perennial stream, but it also required a 25-foot buffer on both sides of an agricultural ditch.

**SECTION IV: Special Circumstances**

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page. N/A

**SECTION V: Multiple County Priority Designation**

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Letter for Worcester County attached to application.

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Katrina L. Tucker, Program Administrator  
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## ITEM 15

***Fiscal Year 2025 Grant Application submission deadline): Second Tuesday in February by 5:00 p.m.  
(\*unless otherwise given specific permission)***



State of Maryland Department of Natural Resources  
Rural Legacy Program Application

**Proposed Acquisitions – Fiscal Year 2026**

**Rural Legacy Area Name**      Dividing Creek

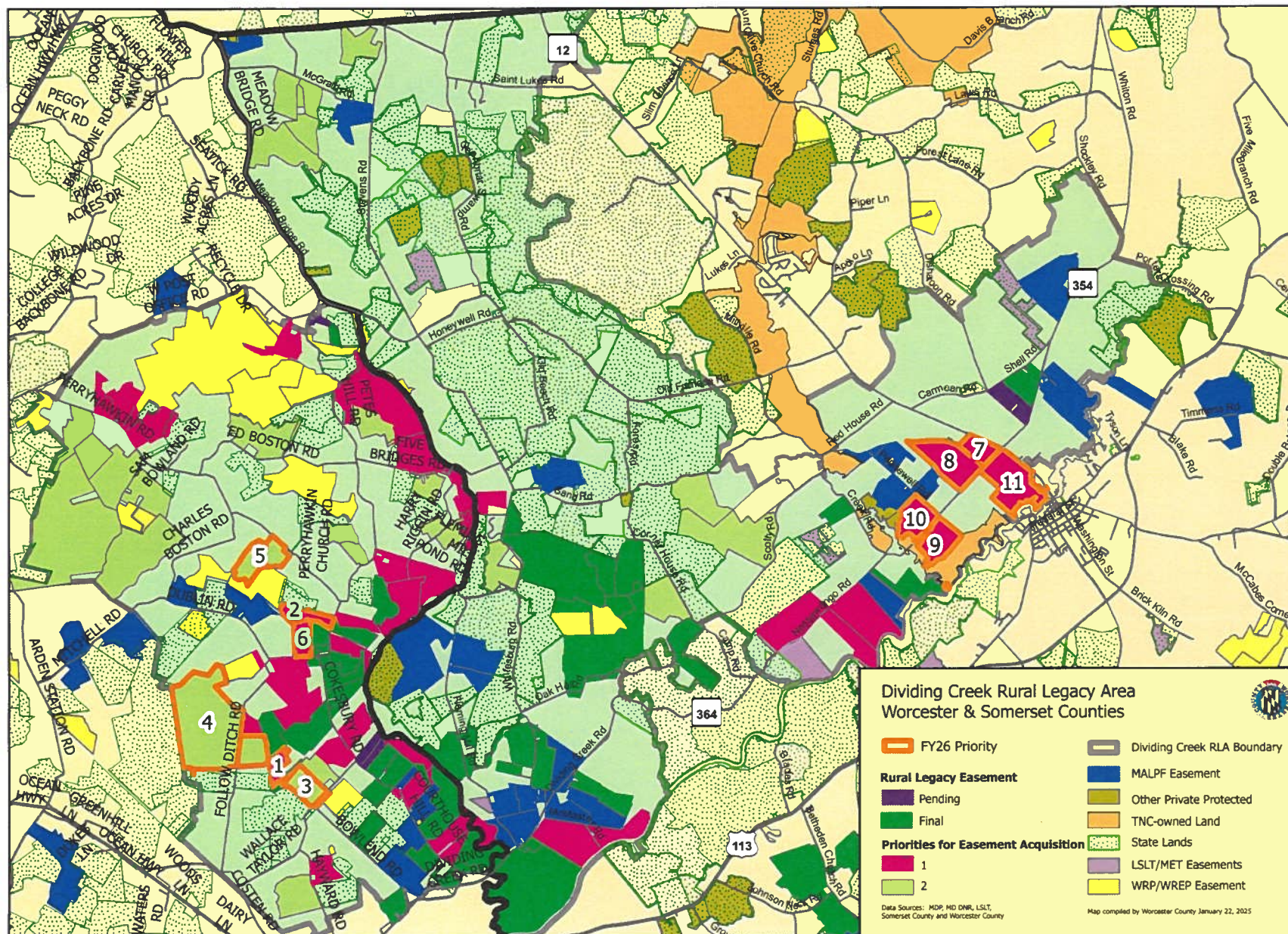
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PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Scott Beauchamp	Follow Ditch Road	\$150,000	50	34 SOM	04-065301	21	50		E	N/A	N	N
2	Jimmy Beauchamp	Dublin Road	\$230,000	81.4	25 SOM	04-064402	22	42		E	N/A	N	N
3	Horace and Elwath (From M. Allinder)	8708 Wallace Taylor Road	\$305,000	111.881	42 SOM	04-062744	4	8		E		N	N
4	A & A Realty-Tawes (From M. Allinder)	Follow Ditch Road	\$1,500,000	711	34 SOM	04-065832	13	40		E	100	N	N
5	William Webster	33265 Perryhawkin Road, Princess Anne 21853	\$465,000	176.35	25 SOM	04-060849	14	14		E	100	N	N
6	Steve Barnes	Dublin Road	\$220,000	77.982	34 SOM	04-072162, 04-066448	3	82, 35		E	100	N	N

# ITEM 15

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
7	Barb and John Shockley	5683 Nassawango Road	\$260,000	78.11	WO 55	02005336	20	49		E	100	N	N
8	Barb and John Shockley	Spencer Road	\$650,000	238.5	WO 55	02005581	20	50		E	100	N	N
9	Manufacturers and Traders Trust Co (Property #64)	Nassawango Road	\$250,000	144.48	WO 63	02007819	7	85		E	100	N	N
10	Fulton, Martha and Jennie (Property #63)	4824 Pennewell Road	\$350,000	151.3	WO 63	02007371	7	83		E	100	N	N
11	Jennie Fulton Owen (Property #65)	5531 Snow Hill Road	\$750,000	324.824	WO 55	02005085	21	13		E	100	N	N







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 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  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

January 22, 2025

To: Worcester County Commissioners  
 From: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2025

**President Bertino – You have Two (2) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

**Commissioner Purnell – All of your positions have been assigned, Thank you!**

**Commissioner Bunting - You have One (1) position open:**

- Harry Hammond – Term Ending – Social Services Advisory Bd.

**Commissioner Abbott – You have Two (2) positions open:**

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.

**Commissioner Mitrecic – You have Two (2) positions open:**

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimbrelly List – Termed Out – Commission for Women

**Commissioner Elder – All of your positions have been assigned, Thank you!**

**Commissioner Fiori - You have Nine (9) positions open:**

- Joe Schanno – Term Ending – Economic Development
- 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 –1- Term Ending – Kim Moses**

**(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 – 2 regular member vacancy available and an alternate member**

**(1) – Solid Waste Advisory Board – Town of Snow Hill (Pruitt)**

**(4) - Water and Sewer Advisory Council - Mystic Harbour 3-** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

**(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler**

**(2- Total): Commission for Women:**

**(2) Resigned** -Elizabeth Rodier - (Fiori), Kathleen Palmer (Abbott)

## 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
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

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)

**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 <b>Resigned</b>
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 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
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

**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)

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>
<b><u>At-Large Members</u></b>		
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Designee)	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
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
<b><u>Ex-Officio Members</u></b>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	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
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

**Advisory Members**

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



Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner  
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
<b>Joe Schanno</b>	<b>D-3, Fiori</b>	<b>West Ocean City</b>	<b>*19-20, 20-24</b>
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

## Prior Members: Since 1972

George Gering  
Margaret Quillin  
Robert W. Todd  
Charles Fulton  
E. Thomas Northam  
Charles Bailey  
Terry Blades  
Roy Davenport  
M. Bruce Matthews  
Barbara Tull  
Tawney Krauss  
Dr. Francis Ruffo  
William Smith  
Saunders Marshall  
Elsie Marshall  
Halcolm Bailey  
Norman Cathell  
Mary Humphreys  
Theodore Brueckman

Shirley Pilchard  
W. Leonard Brown  
Charles Nichols (92-97)  
Jeff Robbins (97-98)  
Colleen Smith (94-98)  
Tommy Fitzpatrick (97-99)  
John Rogers (92-98)  
Jennifer Lynch (98-99)  
Don Hastings (92-99)  
Jerry Redden (92-00)  
Keith Mason (98-00)  
Bob Pusey (99-00)  
Harold Scrimgeour (00-02)  
Scott Savage (98-03)  
Gabriel Purnell (91-03)  
Michael Avara (99-03)  
Annette Cropper (00-04)  
Billie Laws (91-08)  
Anne Taylor (95-08)  
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)  
Mickey Ashby (00-12)  
Priscilla Pennington-Zytowicz (09-14)  
Barbara Purnell (08-15)  
Timothy Collins (03-15)  
Joshua Nordstrom (12-16)  
William Sparrow (16-18)  
Greg Shockley (14-18)  
Tom Terry (15-19)  
John Glorioso (08-19)  
Ralph Shockley (\*08-21)  
Robert Clarke (\*08-22)  
Marc Scher (\*19-22)  
Robert Fisher (87-22)

\* = Appointed to fill an unexpired 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
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
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

## Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
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 16**

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 <sup>c</sup>	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
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 <sup>c</sup>	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
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan <sup>c</sup>	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28

**Prior Members:**

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

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr. <sup>c</sup> (09-18)  
Ron Taylor <sup>c</sup> (09-14)  
James Rosenberg (09-19)  
Rod Murray <sup>c</sup> (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)  
Bobbi Sample (17-23)  
Steve Ashcraft (19-24)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = Charter Member

**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

**SOCIAL SERVICES ADVISORY BOARD**

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory  
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.  
Act as liaison between Social Services Dept. and County Commissioners.  
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years  
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.  
Maximum 2 consecutive terms, minimum 1-year between reappointment  
Members must attend at least 50% of meetings  
One member (ex officio) must be a County Commissioner  
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

\* = Appointed to fill an unexpired term



Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)  
Solid Waste - Recycling Coordinator – Bob Keenan - (410-632-3177)  
Department of Public Works - Dallas Baker- (410-632-5623)

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
<b>Michael Pruitt</b>	<b>Town of Snow Hill</b>		<b>*22-24</b>
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28
Mike Wyatt	Town of Pocomoke City		24-28

## Prior Members: (Since 1994)

Ron Cascio (94-96)  
 Roger Vacovsky, Jr. (94-96)  
 Lila Hackim (95-97)  
 Raymond Jackson (94-97)  
 William Turner (94-97)  
 Vernon "Corey" Davis, Jr. (96-98)  
 Robert Mangum (94-98)  
 Richard Rau (94-96)  
 Jim Doughty (96-99)  
 Jack Peacock (94-00)  
 Hale Harrison (94-00)  
 Richard Malone (94-01)  
 William McDermott (98-03)  
 Fred Joyner (99-03)  
 Hugh McFadden (98-05)  
 Dale Pruitt (97-05)

Frederick Stiehl (05-06)  
 Eric Mullins (03-07)  
 Mayor Tom Cardinale (05-08)  
 William Breedlove (02-09)  
 Lester D. Shockley (03-10)  
 Woody Shockley (01-10)  
 John C. Dorman (07-10)  
 Robert Hawkins (94-11)  
 Victor Beard (97-11)  
 Mike Gibbons (09-14)  
 Hank Westfall (00-14)  
 Marion Butler, Sr. (00-14)  
 Robert Clarke (11-15)  
 Bob Donnelly (11-15)  
 Howard Sribnick (10-16)  
 Dave Wheaton (14-16)  
 Wendell Purnell (97-18)  
 George Tasker (\*15-20)

Rodney Bailey \*19  
 Steve Brown \*10-19  
 Bob Augustine 16-19  
 Michael Pruitt \*15-19  
 James Rosenburg (\*06-19)  
 Jamey Latchum \*17-19  
 Hal Adkins (\*20-21)  
 Mike Poole (11-22)  
 Michelle B-El Soloh (\*19-24)

**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 <sup>C</sup>	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 <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	
Buddy Jones (06-08)	
Lee Trice <sup>C</sup> (05-10)	
W. Charles Friesen <sup>C</sup> (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)  
 Richard Brady (96-96, 03-04)  
 Michael Robbins (93-99)  
 Alfred Lotz (93-03)  
 Ernest Armstrong (93-04)  
 Jack Reed (93-06)  
 Fred Henderson (04-06)  
 E. A. "Bud" Rogner (96-07)  
 David Walter (06-07)  
 Darwin "Dart" Way, Jr. (99-08)  
 Aris Spengos (04-14)  
 Gail Blazer (07-17)  
 Mike Hegarty (08-17)  
 Michael Reilly (14-18)  
 Bob Poremski (17-20)  
 Gregory Sauter (17-21)

\* = 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 <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (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 (3<sup>rd</sup> 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>
<b>Elizabeth Rodier</b>	<b>D-3, Fiori</b>	<b>Bishopville</b>	<b>18-21 Resigned</b>
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
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
<b>Kathleen Palmer</b>	<b>D-1, Abbott</b>	<b>Pocomoke City</b>	<b>23-26 Resigned</b>
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Dianna Harris	At-Large	West O. City	24-27
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24-27

## Prior Members: Since 1995

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

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member





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](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: February 3, 2025  
RE: Offshore Wind Letter

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Bedrock Advocacy has asked the Worcester County Commissioners to approve the language in the attached letter, which expresses our concern regarding the recent decision by the Maryland Public Service Commission (PSC). Bedrock will be getting signatures from various concerned parties before submitting the letter to PSC.



**AN OPEN LETTER TO MARYLAND PUBLIC SERVICE COMMISSIONERS FROM LOCAL  
PUBLIC OFFICIALS, LAWMAKERS AND OUR BUSINESS COMMUNITY IN RESPONSE TO  
PSC DECISION ON THE US WIND REBID PROPOSAL**

*3 FEB 2025*

**We, the undersigned, oppose the Maryland Public Service Commission's (PSC) recent decision to approve US Wind's rebid proposal to include the lease area of competitor Ørsted's canceled project. The rebid proposal requested permission to include more and larger turbines in the combined lease areas.**

The decision made by the MD PSC does not provide a transparent process that informs Maryland ratepayers and coastal communities of the true cost of this project. Additionally, the Maryland Office of People Council (MOPC), who represents residential utility ratepayers statewide, has confirmed that the rebid proposal did not pass the rate impact test, yet the PSC sided with a foreign-owned developer over Maryland constituents in spite of that finding.

**This offshore wind farm will be extremely detrimental to the residents of Maryland's coastal communities:**

1. It estimated homeowners electric bills will increase about \$200 a year, not the misleading \$18 stated in a recent press release.
2. US Wind boasts of the job creation of the project, but the majority of jobs will be temporary, with the increase costs of electricity in Maryland killing up to 6,000 jobs statewide.
3. The construction and presence of these turbines just off the beach front are a serious threat to drive away visitors and tourists, the most important industry for all the coastal communities.
4. As tourism declines so will property values, as homeowners and business owners will face a loss of equity as the beachfront and aesthetics of the coast communities becomes increasingly industrial and recreation is limited.
5. Significantly harm the commercial fishing industry as generational fishing business will be forced to abandon traditional fishing grounds and cope with the unknown changes that the turbine construction and operation will have on the behavior of fish. Additionally, US Wind is seeking to take ownership of the land where the only two seafood off loading docks are located in Ocean City forcing fisherman to go elsewhere to offload their daily catch.
6. Significant harm to the coastal ecosystem as construction pile driving and operating noise have been shown to disturb and harm the natural behaviors of marine mammals, birds and other wildlife within the lease area.
7. Turbines will create substantial burdens on both marine vessel navigation and traffic, and US Coast Guard search and rescue missions.
8. Affect national security by limiting patrol area off the coast and cause radar interference.
9. Affect the ability for continued scientific research.
10. Have unknown impacts to horseshoe crabs in their protected preserve.

Due to the factors listed above, we are questioning the PSC for their recent actions, and implore a thorough review or reversal of this decision to fully encompass and take into account the many valid concerns of both coastal

## ITEM 17

communities and Maryland ratepayers statewide. We challenge the recent decision on the basis of the (MOPC) analysis and questionable conclusions regarding the ability for this project to provide emission-free energy, jobs, economic opportunities and true cost benefits to Maryland Ratepayers.

As elected and public officials, and stakeholders of the affected community we are asking to see the analysis conducted by an independent consultant on which the PSC decision was based. We are advocating for a transparent process that shows a good-faith effort by US Wind to negotiate with residents and businesses instead of a blind crusade to acquire government funding and secure green energy credits for the State of Maryland whose burden will fall squarely on the shoulders of Maryland constituents whose concerns are not being heard.