WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center
1 West Market Street, Room 1101
Snow Hill, MD 21863

Agenda for November 17, 2026

Streamed live at https://worcestercountymd.swagit.com/live

9:00 AM – Vote to meet in closed session in the Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland

Closed Session

10:00 AM – Regular Session

Call to Order, Prayer, and Pledge

Report on Closed Session

The meeting was closed to discuss a personnel summary, a request to hire a Master HVAC Mechanic, to receive legal advice, and to perform administrative functions.

Approval of Minutes

a. November 4, 2026 Closed Session Minutes

b. November 4, 2026 Open Session Minutes

Public Comments

Members of the public will be given two minutes to provide comments. Speakers should come to the podium and state their name, address and relevant agenda item.

Consent Agenda

1. FY 27 STATT Grant Agreement

2. Local Government Energy Modernization Grant – Project Implementation

3. CDBG Grant Award Letter for Diakonia Supportive Living Campus

4. Request to apply for Maryland Volunteer and Professional Firefighters Innovative Cancer Screening Technologies Program Grant

5. FY27 Rural Legacy Program Grant Agreements

6. Request to Schedule Public Hearing - Rezoning Case No. 442

7. Christmas Tree Amnesty Event

8. Request to Award – L3Harris - ten (10) new mobile radios & parts

Administrative/Legislative Matters

9. Pocomoke City Annexation, Resolution No. 2027-R-6

10. FY27 Roads Sign Truck Purchase

11. Roads Over Expenditure - Outside Repairs

12. Award of Bid – Roads Division FY27 Paving

13. Landings / Lewis Road Over Expenditure and Revenue Adjustment

14. West OC Sewer Payment Over Expenditure

15. OPEB- FY26 Valuation

16. Available Board Appointments 11-17-26

Public Hearings

17. 10:35am Public Hearing for the Requested FY27 Budget Amendment

Press Questions and Commissioner Remarks

Adjournment

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Kim Moses, Public Information Officer
Department: Administration
Date: November 12, 2026
Subject: November 4, 2026 Closed Session Minutes

Summary: Attached for the commissioners' review and approval are the November 4, 2026 closed session minutes.

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Please approve the November 4, 2026 closed session minutes.

Alternatives:

Coordinated With:

Attachment(s):

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Kim Moses, Public Information Officer
Department: Administration
Date: November 12, 2026
Subject: November 4, 2026 Open Session Minutes

Summary: Attached for the commissioners' review and approval are the November 4, 2026 open session minutes.

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Please approve the November 4, 2026 open session minutes.

Alternatives:

Coordinated With:

Attachment(s):

WORCESTER COUNTY COMMISSIONERS
Worcester County Government Center
1 West Market Street, Room 1101
Snow Hill, MD 21863

Minutes for November 04, 2026

9:00 a.m. – Vote to meet in closed session in the Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland

Following a motion by Commissioner Fiori, seconded by Commissioner Bertino, Jr., to meet in closed session, the commissioners voted 5 – 0. The motion passed.

Closed Session

Following a motion by Commissioner Bertino, Jr., seconded by Vice President Bunting, Jr., to adjourn their closed session at 9:18 a.m., the commissioners voted 5 – 0. The motion passed.

10:00 a.m. – Regular Session

Call to Order, Prayer, and Pledge

Report on Closed Session

The meeting was closed 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, 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 summary; hiring Anthony Davis as a utility mechanic I within the Solid Waste Division, Sheryl Duggan and Shavonna Evans as emergency communications specialist trainees within Emergency Services, Kayla Purnell as a correctional officer trainee and Tiffiney Dennis as a private first class within the County Jail, and Nekia Wise as a grants and contract accountant within County Administration; receiving legal advice from counsel; and performing administrative functions.

Approval of Minutes

Following a motion by Commissioner Bertino, Jr., seconded by Vice President Bunting, Jr., to approve the minutes, the commissioners voted 6 – 0. The motion passed.

AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

a. October 20, 2026 closed session minutes

b. October 20, 2026 open session minutes

Proclamations and Commendations

1. Proclamations for National Adoption Month and American Education Week

   The commissioners issued a proclamation recognizing November as National Adoption Month to Department of Social Services Director Roberta Baldwin. They also issued a proclamation recognizing November 16-20 as American Education Week to Beth Shockley Lynch, president of the Worcester County Teachers Association.

Public Comments

There were no public comments.

Consent Agenda

Following a motion by Commissioner Abbott, seconded by Commissioner Bertino, Jr., to approve by consent agenda item numbers 2-12, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

2. Executing a Memorandum of Understanding for the Greys Creek Nature Park Living Shoreline Restoration

3. Signing a Letter of Support for the Town of Berlin's Strategic Energy Plan Grant

4. Authorizing a Request to Proceed with a Small Project to Construct an Interview Room and Two Office Spaces in the Sheriff's Office

5. Scheduling a Public Hearing on the Community Development Block Grant Mid-Cycle

6. Scheduling a Public Hearing on the 2027-2036 Solid Waste Management Plan

7. Declining Acquisition of Surplus MDOT Property Identified on Tax Map 56, Parcel 60

8. Approving Private Lane Names for the Frontier Town Complex

9. Approving Change Order No. 2 for Berlin Homeowner Convenience Center Improvements

10. Awarding a One-Year Extension to R&R Solutions for Lobbying Services

11. Approving a Roads Gradall Lease Agreement

12. Approving the Write-Off of an Outstanding General Fund Loan Receivable Balance of $56,729.44

Administrative/Legislative Matters

13. Narrow Branch Road Speed Study

Following a motion by Commissioner Bertino, Jr., seconded by Commissioner Purnell, to reduce the speed on Narrow Branch Road from 50 mph to 30 mph based on the findings of a recent speed study, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

14. Roads Snow Hill Office Renovations

Following a motion by Commissioner Bertino, Jr., seconded by Commissioner Abbott, to utilize $130,557.98 to renovate the interior of the Roads Division office in Snow Hill, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

15. Award of Bid – Roads Division Dump Truck

Following a motion by Commissioner Abbott, seconded by Commissioner Bertino, Jr., to award the purchase of a dump truck with a snowplow for the Roads Division to Bergey's Truck Center for $259,955, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

16. Priority Funding Area Expansion - Berlin

Following a motion by Commissioner Purnell, seconded by Commissioner Abbott, to approve the Priority Funding Area Expansion for Berlin, the commissioners voted 5 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Purnell
ABSTAIN: Fiori
ABSENT: Mitrecic

17. County Board Appointments
There were no board appointments.

The commissioners recessed until 10:30 a.m.

Public Hearings

18. 10:30 a.m. Public Hearing for FY27 Enterprise Fund Budget Amendment - Sunset Avenue Sewer Relief Project

Enterprise Fund Controller Quinn Dittrich reviewed the proposed budget amendment for the West Ocean City (WOC) Service Area for an unbudgeted sewer relief project totaling $693,400. Commissioner Elder opened the floor to receive public comments. There being no public comments, Commissioner Elder closed the hearing.

Following a motion by Commissioner Bertino, Jr., seconded by Commissioner Fiori, to approve the Enterprise Fund Budget Amendment for the WOC Sunset Avenue Sewer Relief Project, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

Press Questions and Commissioner Remarks

Following a motion by Commissioner Fiori, seconded by Commissioner Abbott, to send a letter to the State Highway Administration requesting a reduction in the speed limit on MD Rt. 610 coming into the Village of Whaleyville, the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

Adjournment

Following a motion by Commissioner Bertino, Jr., seconded by Commissioner Purnell, to adjourn their open session meeting at 10:36 a.m., the commissioners voted 6 – 0. The motion passed.
AYES: Elder, Bunting, Jr., Abbott, Bertino, Jr., Fiori, Purnell
ABSENT: Mitrecic

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Melanie Pursel
Department: Administration
Date: November 02, 2026
Subject: FY 27 STATT Grant Agreement

Summary:

Attached is the FY 27 RIMPF Grant agreement, which has been awarded to Worcester County Economic Development for the Skilled Trades, Agriculture, Tourism and Technology (STATT) Program through the Tri County Council for the Lower Eastern Shore.

The grant amount varies each year as it is a competitive process. For FY 27, Tri County Council has once again awarded the full $100,000 requested for the Worcester County STATT Program. With this grant award and budgeted matching funds, we can execute the full program in coordination with Worcester County Public Schools and Career and Technology Education (CTE) as well as offer internships that will be made available in businesses relative to Skilled Trades, Agriculture, Tourism and Technology throughout the county.

In order to access the grant funds, we are requesting signatures on the attached grant agreement. This annual agreement is typically signed by the President of the Commissioners or any designated authority such as the Chief Administrative Officer.

Kindly let me know if you have any questions.

Fiscal Impact: $100,000 to match county investment

Funding Source: Rural MD Prosperity Investment Fund (RIMPF)

Requested Action: Sign Grant Agreement

Alternatives:

Coordinated With:

Attachment(s):

Tri-County Council for the Lower Eastern Shore of Maryland

Notice of Grant Award and Agreement

These funds are awarded to the sub-grantee for the purpose of programmatic support to achieve the goals and measurable objectives outlined in the scope of work.

Fiscal Year: FY27

Program/Project Name: Worcester Co. STATT (Skilled Trades, Ag., Tech., & Tourism)

Grant Amount: $ 100,000.00

Grantee Information	
Organization Name: Worcester County Office of Tourism and Economic Development	
Organization Address: 107 W Green St, Snow Hill, MD 21863	
Contact Person: Nancy Schwendeman	**Title:** Workforce Development Specialist
Phone: (410) 632-3112	**Email:** nschwendeman@co.worcester.md.us

Grantor Information	
Primary Contact Name: Gregory Padgham	**Title:** Executive Director, TCCLES
Phone: (410) 341- 8989	**Email:** gpadgham@tcclesmd.org

Grantee:

By receiving funds under this grant award, I hereby agree, as grantee, to comply with the terms and conditions as set forth in the Terms of Agreement attached to this document. I further certify that I am legally authorized to sign and to represent this organization

Authorized Signature	Print Name	Date
	Witness Signature	

Grantor:

Authorized Signature	Print Name	Date
	Witness Signature	

Rural Maryland Prosperity Investment Fund
Tri-County Council for the Lower Eastern Shore of Maryland

Sub-grantee Terms of Agreement

Purpose of Funds: These funds are awarded to the sub-grantee for the purpose of programmatic support to achieve the goals and measurable objectives outlined in the scope of work.

Responsibilities of sub-grantees:

1. Awardee is required to execute the sub-grant agreement for disbursement of FY27 funds through the Tri-County Council for the Lower Eastern Shore of Maryland.
2. Requisition full funding for operations upon executive of grant.
3. Use funds to meet deliverables specified in the approved final sub-grant proposal and agreement. Significant changes in the scope of work are not permittee. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed, provided the Grantor and Administering Agency approve such changes as consistent with the Board's intent.
4. Performance under this agreement commences on execution of grant and continues until agreed upon services are completed, but in any case no later than June 30, 2027.
5. TCCLES will provide you Exhibit A and Exhibit C templates to complete the interim and final reports. Include documentation in PDF form to support expenses reported in Item 7 and in Item 8 (if this is an interim report) any remainder expenses. Any over payment or unspent funds must be reported promptly and returned to the Tri-County Council prior to the final report. Complete and submit programmatic and financial reports for the interim and final period on the following dates:
   a. Interim Reports should cover July 1, 2026 – December 31, 2026. Reports are to be submitted to TCCLES no later than January 8, 2027.
   b. Final Reports should cover July 1, 2026 – June 30, 2027. Reports are to be submitted to TCCLES no later than July 8, 2027.
6. By signing the Sub-grant agreement, recipient certifies that compliance with all applicable federal, state, and local law, including laws relating to discrimination in employment. Recipient also certifies compliance with Maryland's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance through the term of this agreement.
7. Upon occurrence of default of any terms of this agreement, Tri-County Council of the Lower Eastern Shore (TCCLES) shall have the right to terminate this Agreement by written notice to the Sub-grantee. In the event of termination, TCCLES may require the Sub-grantee to repay with 30 days of receipt of written notice of default all grant funds, which have been disbursed, to Sub-grantee, the Sub-grantee shall have no right to receive any undisbursed grant funds. In addition, the TCCLES may at any time proceed to protect and enforce all rights available to TCCLES by suite in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

Acknowledgement

The Tri-County Council for the Lower Eastern Shore of Maryland is the recipient of funds for this program through the Rural Maryland Council (RMC) and is further subgranting funds to your organization. RMC requires that any organization receiving funds shall give credit to the RMC whenever or wherever credit is being given, including written, oral, broadcast and internet. Grantee shall use the RMC logo to credit and acknowledge the RMC in all programs and promotional materials related to activities of the project. To ensure proper credit to the RMC Grantees shall;

a. Use the RMC's name and logo and printed materials related to the grant,
b. Link to the RMC website from your organization's website,
c. Include RMC logo on event signage or publications at your events,
d. Acknowledge RMC support in Power Point presentations, videos or reports,
e. Make an announcement at regular/special events or meetings,
f. Mention the RMC's support in print, radio or television interviews you give about the organization, program or project.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Dallas Baker, Director of Public Works
Department: Public Works
Date: November 08, 2026
Subject: Local Government Energy Modernization Grant – Project Implementation

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Summary:

Public Works is requesting Commissioner approval to advertise a request for proposals for professional architectural design services to establish the scope, specifications, and requirements to replace approximately 120 existing windows with a combination of vinyl-framed, Low-E, double-pane double-hung windows and large fixed picture windows at the Worcester County Government Center. In addition, Public Works is requesting Commissioner approval to use $8,575.35 from Assigned Fund balance project code GENIMP 000 2522 - County Building Repairs and Improvements account 240.1201.6530.060 Consulting Services Design Fees. The funds will be used as the 5% local match to the Maryland State LGEM grant, accepted by the Commissioners on March 16, 2026 in the amount of $171,507.

The LGEM grant was awarded for energy efficiency planning and implementation. Public Works submitted the attached scope of work to the State for approval and on October 30, 2026 the State issued a Notice to Proceed thereby agreeing the scope of work met the grant qualifications. With Commissioner approval, Public Works will continue coordinating with the Budget Office and Procurement Office to assemble and advertise the request for proposals.

Please let me know if there are any questions.

Fiscal Impact: $8,575.35

Funding Source: Assigned Fund balance project code GENIMP 000 2522 - County Building Repairs and Improvements account 240.1201.6530.060

Consulting Services Design Fees

Requested Action: Approval

Alternatives:

Coordinated With: Kim Reynolds Lynn Wright Ed Welch Jana Potvin Mike Hutchinson

Attachment(s): Yes

Worcester County Public Works Maintenance Division

Location: Government Center, 1 West Market Street, Snow Hill Maryland

Project: Energy-Efficient Window and Exterior Door Replacement

Preliminary Project Budget: $475,000

The proposed project includes the replacement of 116 existing windows, six fixed picture windows, two sliding storefront door assemblies with breakaway sidelights, and four hinged double-door assemblies at the County's three-story commercial office building with finished basement.

The existing building envelope components are approximately 25 years old with significant air leakage around windows and doors. Replacement with modern, energy-efficient commercial window and door systems is intended to improve thermal performance, reduce uncontrolled air infiltration, improve interior comfort, and reduce heating and cooling demand.

The project will include removal and disposal of existing assemblies, installation of new insulated glazing and thermally improved framing systems, perimeter sealing and flashing, necessary finish repairs, and associated construction coordination. Final product specifications will establish appropriate thermal performance, air and water infiltration resistance, safety glazing, accessibility, and durability requirements.

In addition to potential reductions in annual utility expenses, the project is expected to improve occupant comfort, reduce drafts and condensation potential, and renew aging exterior building components. Actual energy savings will depend on existing conditions, final product selections, HVAC operation, and building usage.

The preliminary project budget is $475,000, including design and construction administration, installation, associated repairs, and contingency. Final funding requirements will be established following professional assessment, field measurements, and receipt of competitive contractor pricing.

1. Project scope and estimating assumptions

This preliminary estimate covers the replacement of existing windows and exterior door assemblies with modern, energy-efficient commercial products. The objective is to reduce heating and cooling energy consumption, improve occupant comfort, reduce drafts, and lower long-term maintenance requirements.

The estimate assumes the existing building remains occupied or operational during construction, replacement units are installed in existing openings, and standard commercial-grade products are used. It is a planning-level budget, not a contractor quotation; actual costs will depend on dimensions, glazing specifications, frame conditions, access, and installation complexity.

2. Itemized estimated project costs

Budgetary estimates in 2026 dollars, including materials, removal, installation, and typical perimeter sealing.

Item	Quantity	Estimated unit cost	Estimated total
Energy-efficient commercial replacement windows	116	$1,500–$2,300	$174,000–$266,800
Fixed picture windows	6	$2,000–$3,500	$12,000–$21,000
Sliding storefront door assemblies with breakaway sidelights	2	$12,000–$20,000	$24,000–$40,000
Hinged double-door assemblies	4	$7,000–$12,000	$28,000–$48,000
Subtotal: window and door assemblies			$238,000–$375,800
Interior and exterior trim, flashing, and finish repairs	Allowance	—	$15,000–$30,000
Lift equipment, access, and material handling	Allowance	—	$5,000–$12,000
Disposal and hauling of existing units	Allowance	—	$4,000–$8,000
Project management, protection, and occupied-building coordination	Allowance	—	$8,000–$18,000
Estimated construction subtotal			$270,000–$443,800

Design, specifications, and construction administration	Allowance	—	$20,000–$35,000
Contingency for concealed conditions and unforeseen repairs	Approx. 10%	—	$29,000–$48,000
Total preliminary project budget			**$319,000–$527,000**

The contingency is rounded and calculated approximately against construction and design costs. The estimate assumes no major structural repairs, hazardous-material abatement, masonry reconstruction, or extensive electrical/security modifications. Confirm whether sales tax, permits, and prevailing-wage requirements apply.

Recommended initial planning allowance: approximately $457,000. For an early capital improvement request, I would consider carrying a rounded budget of $475,000 until an architect or qualified commercial window contractor completes field measurements and develops specifications.

3. Expected energy performance improvement

For a building constructed around 2001, the original windows may use conventional double-pane clear glass and aluminum frames, potentially with limited thermal breaks. The actual baseline should be confirmed from existing product labels, drawings, or field testing.

Modern insulated glazing, low-emissivity (Low-E) coatings, thermally broken frames, and improved perimeter seals can significantly improve performance.

Illustrative comparison only; actual existing and proposed product ratings must be verified.

Performance measure	Typical older system (assumed)	Proposed modern system	Expected improvement
Window U-factor	0.50–0.70	0.25–0.35	Approximately 30–60% less heat transfer through the window assembly
Solar Heat Gain Coefficient (SHGC)	0.55–0.70	0.25–0.40	Potentially less unwanted solar heat gain

Air infiltration	Dependent on existing seals and frames	Tighter, properly sealed assemblies	Reduced drafts and uncontrolled air leakage
Interior surface temperature	Greater temperature variation	Warmer in winter and more stable	Improved comfort near windows
Condensation potential	Higher under cold conditions	Generally lower	Reduced risk of condensation, subject to indoor humidity and frame design

The U-factor and SHGC ranges above are planning assumptions, not verified measurements of this building. Lower U-factor means better insulation, while lower SHGC means less solar heat enters through the glazing. The appropriate SHGC should be selected for building orientation and cooling requirements.

4. Potential building energy savings

A Lawrence Berkeley National Laboratory study published in 2025 estimated that commercial window upgrades can reduce total building site energy use by approximately 4–6% in typical buildings, with savings reaching as much as 26% in buildings with the highest savings potential. These estimates isolate window-related energy effects and are not a prediction for this specific building.

5. Recommended performance specifications

For design and procurement, I recommend requiring the architect or window contractor to evaluate the following:

- Insulated glazing: Double-pane insulated glass with Low-E coating and argon fill where appropriate.
- Thermally broken frames: Commercial aluminum frames designed to reduce conductive heat transfer.
- Documented ratings: Manufacturer-certified NFRC U-factor and SHGC for each proposed window and glazed door system.
- Air and water infiltration: Tested assemblies with suitable ratings for the building's exposure and wind conditions.
- Door assemblies: Insulated, weather-stripped commercial doors with appropriate thermal performance and durable hardware.

- Safety and accessibility: Compliant safety glazing, accessible thresholds, required exit hardware, and preservation of the specified breakaway-sidelight function.
- Installation: Proper flashing, perimeter insulation, sealants, and verification of existing frame and wall conditions.

Informational prices, estimates and specifications formulated by Maintenance Division's estimating program and internet research.

Respectfully submitted by,

Michael Hutchinson
Maintenance Superintendent

Maryland Energy Administration

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kelly Speakes-Backman, Director

Notice to Proceed (NTP)

Date: October 30, 2026

Dear Worcester County,

The Maryland Energy Administration ("MEA") is pleased to issue this Notice to Proceed ("NTP") for the project identified above under the Local Government Energy Modernization (L-GEM) Program, Area of Interest 1 (AOI 1). MEA will not reimburse the Grantee for costs incurred until the measure stated below has been completed by June 30, 2029.

1. Project-Specific Information	
A	**Local Government:** Worcester County Commissioners
B	**Grant Number:** 2026-29-466S2-E01
C	**Project Title:** Government Center Energy Efficiency
D	**Project Description and Scope of Work:** Replace approximately 120 existing windows with a combination of vinyl-framed, Low-E, double-pane double-hung windows and large fixed picture windows at 1 West Market Street Snow Hill, Maryland, 21863
E	**Original Block Grant Allocation:** $171,507
F	**Authorized Funding Amount for this Project:** $171,507
G	**Cumulative Approved Funding Requests to date:** $171,507
H	**Remaining Block Grant Balance:** $0
I	**Anticipated Grant End Date:** June 30, 2029

This Notice to Proceed authorizes Worcester County to begin implementation activities and incur eligible project costs in accordance with the approved application materials and grant agreement.

Please note the following:

- All costs must be reasonable, allowable, and directly related to the approved project scope.
- Any material changes to the project scope, budget, timeline, or key equipment must receive prior written approval from MEA.
- Reimbursement requests must include all required supporting documentation, including invoices and proof of payment.
- The local government is responsible for ensuring compliance with all applicable procurement requirements, permitting requirements, labor standards, and federal, state, and local laws.
- MEA reserves the right to conduct project monitoring and request additional documentation as needed.
- This Notice to Proceed does not guarantee reimbursement for costs determined to be ineligible under program requirements or the executed grant agreement.

If you have any questions regarding this authorization or project requirements, please contact the program manager, Lacey Allor, at msec.mea@maryland.gov.

Thank you for your participation in the L-GEM Program and your continued commitment to energy efficiency, renewable energy, and emissions reduction efforts across Maryland.

Sincerely,

Lacey Allor
Program Manager

Maryland Energy Administration

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kelly Speakes-Backman, Director

Date: 3/16/2026

Worcester County
1 West Market Street, Room 1103, Snow Hill, MD 21863
52-6001064
Theodore Elder, President, Board of County Commissioners

Local Government Energy Modernization Program
Grant Number(s): 2026-29-466S2
Grant Amount: $171,507 for Energy Efficiency Planning and Implementation
Anticipated Grant End Date: April 30, 2029
Grant Award Description: Planning and implementation for energy efficiency projects.

Re: Award Notification and Commitment of Funds for Fiscal Year 2026

Dear Worcester County,

The Maryland Energy Administration ("MEA") through this letter ("Award Letter") notifies you that Worcester County ("Applicant") has been awarded a grant in the amount of $171,507 ("Award") for the proposal submitted in the application dated December 3, 2025 to the Local Government Energy Modernization Program Area of Interest 1 Non-Competitive Formula Block Grant ("Program"), subject to the conditions described below. This Award Letter is being offered to fund the following measure(s): Planning and implementation for energy efficiency projects.

MEA may rescind this Award if the Applicant does not agree to comply with all Program requirements set forth in the Funding Opportunity Announcement (FOA), the Grant Agreement General Provisions, and the Additional Terms and Conditions stated below. In addition, the Award is conditioned on the execution of a Grant Agreement between MEA and the Applicant within the time frame MEA will specify. For situations where the scope of work is not part of the Funding Opportunity Announcement, the Applicant and MEA must develop a scope of work, which will be incorporated into the Grant Agreement.

Prior to execution of the Grant Agreement, grant funds are subject to change in amount and availability. MEA will not reimburse the Grantee for costs incurred prior to the Effective Date of the Grant Agreement unless MEA agrees otherwise in writing.

The following constitute Additional Terms and Conditions of this Award:

1. Deadline for Execution of Award Letter

The Applicant shall return this fully executed Award Letter to MEA by 10 days after the date of this Award Letter unless MEA extends this deadline.

2. Assignment

This Award is not assignable or transferable. Any change to the Applicant's name, federal tax identification number, or mailing address may invalidate this Award.

3. Merger

No statements, agreements, or representations, oral or written, that have been made to the Applicant or to any employee or agent of the Applicant, either by MEA or by an employee or agent acting on behalf of MEA, with respect to the Program or this Award, shall be of any force or effect, except to the extent stated in this Award Letter. This Award may not be changed except by written agreement signed by MEA.

4. Governing Law

(a) This Award shall be governed by and construed under the laws of the State of Maryland.
(b) If any term, covenant, or condition of this Award is held to be invalid, illegal, or unenforceable in any respect, this Award shall be construed without such provision to the fullest extent possible and shall remain in full force and effect.

5. Survival of obligations

The obligations the Applicant agrees to in executing this Award Letter shall survive the execution of the Grant Agreement. In the event of any conflict between this Award Letter and the Grant Agreement, the Grant Agreement shall prevail.

Lacey Allor serves as the grant manager for this Program and will contact you soon to execute the Grant Agreement. Lacey Allor can be reached via email at msec.mea@maryland.gov.

Congratulations to your organization on its successful proposal.

NOTE: THIS IS A BINDING LEGAL DOCUMENT. IF YOU HAVE QUESTIONS CONCERNING ANY OF ITS PROVISIONS, YOU SHOULD CONSULT YOUR LEGAL COUNSEL BEFORE EXECUTING THIS DOCUMENT.

[Signature Page to Follow]

Sincerely,

Signed by:
Kelly Speakes-Backman
7595BF6DF0414D5...
Kelly Speakes-Backman
Director
MARYLAND ENERGY ADMINISTRATION

ACCEPTED:

Name: Theodore Elder
Position: President, Board of County Commissioners
Worcester County

Attachments:
1. Attachment A: Grant Agreement General Provisions Version 3 for Fiscal Year 2026
2. Attachment B: Local Government Energy Modernization Program Area of Interest 1 Non-Competitive Formula Block Grant Funding Opportunity Announcement

cc: Lacey Allor

ATTACHMENT A

General Provisions

1. Definitions

A. "Grant Agreement" means a written agreement between MEA and a grantee with respect to a grant.

B. "Grantee" means a recipient of a grant under an MEA grant program.

C. "Environmental Standards" means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee's obligations pursuant to a Grant Agreement.

D. "MEA Program Manager" means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.

E. "Program" means an MEA grant program identified and detailed on the MEA website.

F. "Project" means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.

G. "Project Site" means the location of a Project or a portion of a Project.

2. MEA Grant Timeframes

A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.

B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.

C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.

3. Extensions

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee's control.

4. Retention of documents

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's representatives, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

5. Communications with MEA; Updating IRS W-9 form

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

6. Subject to Funding Availability

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

7. Location within Maryland

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

8. Payment of Grant Funds

A. After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has

met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted.

B. MEA payments to Grantee are not assignable and all grant funds will be disbursed to the Grantee consistent with the Grant Agreement.

9. Non-payment of Grant Funds; Disallowance of Grant Funds for Violation of Grant Agreement; Reconsideration of Non-payment or Disallowance of Grant Funds

A. Unless otherwise specified in the Grant Agreement, MEA will not disburse grant funds for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

B. Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

C. If MEA withholds or disallows payment of Grant funds, MEA shall provide Grantee with its determination in writing and set forth a summary of the reasons for its determination. A Grantee may request reconsideration of a determination by MEA to withhold or disallow payment of Grant funds within 15 business days of the date of the written determination notifying the Grantee of the decision.

10. Nondiscrimination Provision

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

11. Compliance with Relevant Certifications, Licenses, And Requirements

A. The Grantee shall be responsible for compliance with the following:

(1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.

(2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.

(3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

12. False Statement or Report

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding $50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

13. Historic Preservation Review

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

14. Maryland Saved Harmless

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

15. Environmental Standards and Liability

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.

B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

(1) Immediately notify the MEA Program Manager or designee of the incident, providing as much detail as possible;

(2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and

(3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for:

(1) All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and

(2) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

16. Liability Insurance

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of $1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to

purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of $1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

17. Monitoring and Evaluation

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines, estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

18. MEA Access to Project Site

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are fully satisfied.

(2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.

(3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.

(4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.

(5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

19. Participation in Marketing and Public Events; Signage

A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA-organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.

B. The Grantee shall invite MEA in writing, which can include email, to any Grantee-organized media event regarding the Project.

C. The Grantee shall notify MEA prior to any media coverage regarding the Project including but not limited to press releases and announcements; and, unless otherwise specified in the Grant Agreement, shall reference MEA grant funds under the Grant Agreement in any such media coverage.

D. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee-produced project signage and may elect to provide any required signage.

20. Maryland Public Information Act; Use of Project Information

A. All information submitted to MEA is subject to the Maryland Public Information Act, Md. Code Ann., General Provisions §§ 4-101 to 4-601, ("PIA"). If a grantee believes information is confidential and therefore should be exempt from disclosure under the PIA, the grantee should clearly mark this information and identify it by page and section or line number. Upon request for information from a third party, MEA is required to make an independent determination whether the information must be disclosed under the PIA. Designating information as confidential does not guarantee that it will be exempt from disclosure.

B. The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult

with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

21. Project Location Workforce Requirement

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

22. American Manufactured Goods

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

23. Maryland Law Prevails

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

24. Grant Agreement Binding on Successors and Assigns

The Grant Agreement shall bind the respective successors and assigns of the parties.

25. Transfer of Grant Agreement

The Grantee may not sell, transfer, or delegate any of its obligations under the Grant Agreement to another entity without prior written consent of MEA. Consent is not guaranteed and is at the sole discretion of MEA. Examples of factors that might lead to a denial of consent include a change in the Grantee's federal tax identification number, or a requested modification that is inconsistent with the requirements of the Program.

26. Amendments to the Grant Agreement

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

27. Merger

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or

obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

28. Non-waiver of Rights; Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

29. Attestations

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;

B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;

C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;

D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or the Agreement;

E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and

G. The Grantee is not in default on any financial obligation to the State or MEA.

Maryland Energy Administration

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

FY2026 Local Government Energy Modernization

Area of Interest 1 (AOI1): Non-competitive Formula Block Grant
Updated 9/16/2025

Section 1: Program Information

Program Description: The mission of the Local Government Energy Modernization (L-GEM) program is to support local governments as they engage in sustainable, long-term clean energy and energy efficient projects that lead to reduced energy usage and greenhouse gas emissions, increased cost savings, and robust clean energy and economic development. This program specifically aims to reduce greenhouse gas emissions from the building sector which aligns with Maryland's goal of achieving net-zero emissions by 2045. By empowering local governments to lead by example, the program aims to inspire community-wide engagement and drive broader adoption of clean energy solutions among residents, businesses, and institutions.

Area of Interest 1 (AOI1) is a formula block grant for energy efficiency and clean energy projects. A block grant is formula-based, flexible funding that is secured upfront and can be used over multiple years to support both planning and implementation of a variety of energy related projects (planning, energy efficiency, and renewables). This allows recipients to align the funding with local priorities and timelines. Counties and the City of Baltimore are encouraged to apply for AOI1.

Types of Grant Programs: Non-competitive Formula Block Grant

Eligible Applicants: Eligible applicants include all incorporated counties of Maryland and the City of Baltimore. Eligible applicants can only receive funding for either the block grant (AOI1) or the competitive grants (AOI2 and AOI3), not both. Participation in AOI1, AOI2, and AOI3 does not affect eligibility for AOI4, as all cities and counties of Maryland are encouraged to apply for AOI4. Municipalities are not eligible for AOI1.

Application Deadline: December 5, 2025, at 5:00 p.m.

Anticipated Funding: For AOI1, a total of $50 million is anticipated to be available from the Strategic Energy Investment Fund ("SEIF"), contingent upon applications received for AOI2 and AOI3. The amount awarded may be more or less, depending on the quantity and quality of applications received.

Application URL: https://form.jotform.com/marylandenergy/FY26-L-GEM-AOI1

Period of Performance: Thirty-six (36) months beginning with the date of the award execution. An extension for good cause may be requested by a grantee and must be justified with written documentation explaining the need for an extension. Extensions are allowed at the sole discretion of MEA.

Program Changes: Any update (e.g., extension of a deadline) or clarification about the Program and any corrections to inadvertent errors in the Program information will be available on the Program webpage.

Block Grant Awards and Allocations: The number and size of LGEM Block Grant awards granted in FY26 will ultimately depend on the total number of applications received. Although every county has been prescribed an allocation, they must still apply to receive the funds.

To ensure a fair and equitable distribution, MEA has established a minimum allocation of $1 million per county. Remaining funds will be distributed based on population.

To help counties plan, MEA has developed two sample funding scenarios that illustrate a range of possible award amounts:

- Scenario 1 assumes all 24 counties apply, resulting in smaller, evenly distributed awards
- Scenario 2 assumes only 6 counties apply—specifically, those that have participated in the Maryland Smart Energy Communities (MSEC) program within the last five years. To estimate potential funding for other counties under this scenario, each was modeled as a replacement for one of the original six, and the distribution was recalculated

Cost Share Requirements: to further promote equity, MEA is using county-level per capita income to determine cost share requirements.The income threshold is set at $68,500, which represents 80% of the statewide median income for a single-person household. Counties with per capita income above this threshold will contribute a 10% cost share. Counties below the threshold will contribute a 5% cost share. In-kind contributions and other incentives may be applied toward meeting the cost share requirement.

Counties must request a minimum of $500,000 and may not exceed the maximum estimated allocation shown in Scenario Two. MEA reserves the discretion to award amounts higher than the estimated maximums based on actual demand and the overall distribution of funding requests.

County	Minimum Funding Request	Sample Scenario One (24 counties participate)	Sample Scenario Two (6 Counties Participate)	Cost Share %
Allegany County	$500,000	$1,396,912	$2,479,061	5%

Anne Arundel County	$500,000	$4,428,303	$11,565,169	10%
Baltimore City	$500,000	$4,413,425	$11,519,317	5%
Baltimore County	$500,000	$5,980,111	$15,098,846	10%
Calvert County	$500,000	$1,540,726	$2,995,172	10%
Caroline County	$500,000	$1,194,027	$1,733,292	5%
Carroll County	$500,000	$2,007,585	$4,602,854	10%
Cecil County	$500,000	$1,604,495	$3,220,788	5%
Charles County	$500,000	$1,971,021	$3,992,442	5%
Dorchester County	$500,000	$1,189,586	$1,716,732	5%
Frederick County	$500,000	$2,583,529	$5,880,038	10%
Garrett County	$500,000	$1,167,877	$1,635,627	5%
Harford County	$500,000	$2,520,629	$6,258,711	10%
Howard County	$500,000	$2,936,697	$6,968,414	10%
Kent County	$500,000	$1,111,883	$1,425,289	10%
Montgomery County	$500,000	$7,189,543	$20,074,619	10%
Prince George's County	$500,000	$6,636,713	$16,426,669	5%
Queen Anne's County	$500,000	$1,290,659	$2,091,116	10%
St. Mary's County	$500,000	$1,663,076	$3,426,335	10%
Somerset County	$500,000	$1,143,482	$1,544,191	5%
Talbot County	$500,000	$1,218,696	$1,825,101	10%
Washington County	$500,000	$1,901,599	$4,246,663	5%
Wicomico County	$500,000	$1,603,696	$3,217,976	5%
Worcester County	$500,000	$1,305,730	$2,146,490	5%

Section 2: Eligibility

Eligible Activities : Funding is available only for projects located at government-owned or leased buildings or facilities. Funding is available for future projects that involve evaluation and planning, energy efficiency, and renewable energy. Counties may also choose to subgrant funds to public agencies or instrumentalities provided the projects align with program goals and meet all eligibility requirements.

- **Planning Activities:** Planning projects may include but are not limited to:
    - **Feasibility Studies** An evaluation that determines whether proposed upgrades

are technically, financially, and operationally feasible before moving forward with implementation. Feasibility studies for Renewables, Energy Storage, Energy Efficiency, and Electrification are encouraged
    - For solar site surveys and preliminary development of solar projects, please review MEA's Solar Technical Assistance Program

- **Energy Audits**: A comprehensive evaluation of a building's energy use, systems, and operations to identify efficiency opportunities

- **Strategy Development**: A process that may include financial analysis (i.e., ROI, payback, modeling, and incentive stacking), strategic planning (i.e., goal setting, phased implementation, continuous improvement), stakeholder engagement, regulatory and policy analysis, and risk management

- **Energy Planning:** A process that may include pre-construction technical planning, energy modeling, energy use analysis, load profiling, energy forecasting, supply planning, benchmarking, efficiency use identification, resilience considerations, and policy and regulatory alignment

- **Implementation Activities:** Implementation projects must occur on local government owned or leased properties. Activities may include, but are not limited to:

    - **Installation of Renewables**

        - **Solar**
            - Siting: roof-mounted solar, ground-mounted solar, or solar canopies over existing parking lots, parking garages, or other permanent impervious areas
            - Ownership: the applicant must either (1) own the solar PV system through cash purchase or financing, or (2) the solar PV system must be provided to the applicant under a third-party solar PV lease or power purchase agreement (PPA).
                - For 3rd party-owned projects, the standard cost share formula does not apply; instead, cost share requirements will be determined based on the capacity of the system proposed for installation. Grant funds may be applied as an upfront payment toward the PPA in order to "buy down" the PPA rate, thereby lowering the cost per kWh of electricity over the lifetime of the solar contract. Up to $1,000/kW-DC of grant funds are available for 3rd party-owned projects. To be eligible, a system must be net metered.
            - Aggregated Net Metering: a majority of the solar infrastructure must be built on local government owned or leased property
            - Energy storage and similar technologies will only be eligible for funding when integrated with a project that also includes the installation of renewable energy generation. Applicants solely interested in standalone battery storage projects (i.e., not paired with solar) are encouraged to apply for the Residential and Commercial

Energy Storage Grant Program[1]

- **Geothermal**
  - Heat Pumps: an electrically-powered ground-source heat pump system, inclusive of necessary HVAC equipment and ground loops, pond loops, or vertically-drilled wells, that serves as the primary heating and cooling system for the property. Must include the installation of new ground loops or wells

- **Landfill-Gas-To-Energy**
  - Support installation and/or improvement of new or modified landfill-gas-to-energy projects which support compliance with MSW Landfill Regulation COMAR 26.11.42. Funding is limited to updates on existing systems that enable gas-to-energy conversion. Projects related to gas transport are not eligible. All supported activities must directly contribute to on-site electricity generation.

- **Energy Efficiency**

  - **Building Envelope and Weatherization Measures**
    - Projects that improve the thermal performance and durability of building envelopes to reduce heating and cooling loads. Scopes may include air sealing, window and door upgrades, roof replacements, weather stripping, installation or upgrade of insulation, and other structural improvements that address energy loss

  - **Efficient Equipment and Appliance Upgrades**
    - **Air Source Heat pumps:** an electrically-powered air-source heat pump system, inclusive of necessary HVAC equipment
    - **LED retrofits:** replace existing interior or exterior lighting with high-efficiency LED technology
    - **Building controls:** install or upgrade building automation systems (BAS) or other digital controls to optimize HVAC, lighting, and plug loads. Scopes may include sensor integration, scheduling systems, energy monitoring tools, and remote access capabilities
    - **Retrocommissioning (RCx):** Systematic process for fine-tuning a building's electrical, mechanical and control systems to operate at optimal efficiency. Includes monitoring, troubleshooting and adjusting systems in existing buildings to optimize energy performance
    - **Electrification projects** should be submitted under Area of Interest 4 (AOI4)

Ineligible Activities: The L-GEM Program does not intend to fund the following activities:

- **Planning and Implementation projects that include fossil-fuel or other combustion technologies** that produce greenhouse gas emissions are typically not eligible for funding. This includes new installations, infrastructure expansion, or upgrades that

[1] https://energy.maryland.gov/Pages/Energy-Storage-Grant-Program.aspx

extend the life of fossil fuel systems—except for basic health and safety repairs that do not prolong system use. Limited exemptions may be considered only with a thorough technical analysis demonstrating that zero-emission alternatives are not feasible for technical or safety reasons. Cost alone is not a valid justification. All exemption requests must include justification, consideration of alternative technologies, and a plan to reduce or phase out fossil fuel use in the future

- **Transportation Planning and Implementation Projects:** Funded through MEA's Community EVSE and Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program
- **Residential Projects**
  - Multi-family Affordable Housing funded through Maryland Department of Housing and Community Development's Multifamily Energy Efficiency and Housing Affordability Program
  - Residential energy efficiency, electrification, and solar projects funded through MEA's Energy Efficiency Equity Program
- **Schools**
  - Funded through the Maryland Energy Administration's Decarbonizing Public Schools Program. Eligible applicants are Local Education Agencies (public K-12 schools and support facilities)
  - Funded through the Maryland Energy Administration's Higher Education Clean Energy Grant Program
  - Private Schools funded through the Commercial and Industrial Program and Electrifying Community Buildings Program
- **Installation of solar systems used for aggregated net metering** where 50% or more of the solar is sited on properties neither owned nor leased by the applicant
- **Replacement** of existing solar panels
- **Community solar**
  - Funded through MEA's Community Solar Program
  - Local Government Energy Modernization funding can not be used for subscription payments to a community solar project
- **Automated residential solar permitting and plan review**
  - Costs to adopt the free-to-use U.S. National Renewable Energy Laboratory SolarAPP+ residential solar permitting software funded through MEA's SolarAPP+ Implementation Grant Program
- **Measures funded by other MEA grant programs:** If applicants are applying for additional MEA grant programs, each application has to request funding for distinct measures or technologies to avoid duplicative funding

Rented or Leased Buildings: Entities that rent or lease their facilities must meet the following requirements:

- The application includes a letter of concurrence signed by the property owner stating that:

  (1) The property owner permits the grantee to install the proposed upgrades

  (2) The property owner will ensure that these upgrades to the subject property

remain in place and operational for the balance of the equipment's economic life, regardless of lessee turnover

- Additionally, the performance analysis must demonstrate that payback on investment for the proposed improvements is shorter than the balance of term for the lease currently in force

Note: for grantees leasing property, the grant agreement will require the grantee to return grant funds to MEA if the requirements in (1) and (2), above, are not met.

Section 3: Minimum Requirements

The following requirements apply to each applicant. Each "minimum requirement" condition must be met for applications to receive funding, no exceptions.

- **Applications are submitted by the grantee**: Third parties may not submit an application on behalf of the grantee
- **Signatory Authority**: A signature applied to the application by an officer with the authority to commit the grantee to execute the grant's requirements (e.g., Chair of the Board, President, Chief Financial Officer, General Manager, etc.). This individual should have sufficient authority to identify, authorize, and provide the necessary resources to perform implementation
- **W-9**: IRS Form W-9 for the applicant must be submitted with the application. The name on the W-9 form must match the organization name as it should appear if selected for a grant award. The mailing address on the W-9 should match the business address for the organization, where bills and other financial correspondence would be directed
- **Identification of Staff Members**: Consistent with the intent to develop capacity for ongoing efforts, applicants should identify staff involved who will be responsible for overseeing the continuation of the activities outlined in this grant announcement after the end of the award's period of performance
- **Narrative:** Counties must provide a comprehensive narrative outlining their county's vision for utilizing the full Block Grant allocation over the 36-month grant period. Include a description of the types of projects you intend to pursue such as planning and or capital project improvements, anticipated timelines, target buildings or systems, and expected outcomes. If applicable, identify key partners, internal or external resources, and any relevant planning already completed that informs your proposed approach.

Section 4: Submission and Funding Procedures

Submission Instructions: Once complete, applications should be submitted to MEA via the online electronic application listed above. MEA will not accept any application packages after the deadline listed at the beginning of this Funding Opportunity Announcement under any circumstances, and all documents received by the deadline will constitute the entire submission.

If electronic submission is not possible, an applicant should contact MEA via email at msec.mea@maryland.gov or by calling Program Manager Lacey Allor at (410) 507-7143 no fewer than fourteen (14) days prior to the deadline to arrange an alternative method of

submission.

Funding Disbursement: To access funding from their block grant allocation, counties must submit a request for each individual project to MEA. MEA will review and issue a notice to proceed for each individual project on a rolling basis. Each request must include:

- Project Measure/Name
- Total Grant Request
- Project Narrative: a summary of your proposed project, including the project location. The summary should include a detailed description of each energy measure installed as part of your proposed project
- Annual Energy Benefits and Cost Savings
- System Life
- Cost Breakdown
- Sources of Funding
- Project Timeline
- Procurement Policy

Funding will only be disbursed to awardees as projects are completed upon proof of purchase via detailed invoice documentation and project status updates provided to MEA throughout the period of performance. MEA will not reimburse the Grantee for costs incurred prior to the execution date of the grant agreement or issuances of individual notice to proceeds unless MEA agrees otherwise in writing.

Electronic Payments: Participation in MEA grant programs is voluntary. If selected for award 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. A successful grantee must fill out and submit the "ACH/Direct Deposit Authorization for Vendor Payments Form X-10" to the Comptroller's Office via the submission methods outlined on the X-10 form. ACH/Direct Deposit Authorization for Vendor Payment Form X-10 should not be sent to MEA.

Failure to submit ACH/Direct Deposit Authorization Form X-10 may result in award reimbursement being delayed.

If an applicant is unable to receive ACH/Direct Deposit payments, MEA may provide an exception to this requirement on a case-by-case basis, at the sole discretion of MEA.

Reporting: Provide the following updates to MEA throughout the grant performance period:

- Quarterly progress reports outlining your project's status
- Detailed invoices, as necessary, that include the date, project address, equipment name and model, quantity, cost, and total cost incurred
- Upon project completion: final close-out report and invoice

Section 5: Additional Requirements and Provisions

General Provisions:
MEA grant programs are covered by general provisions that apply to all energy programs, the most current version of these General Provisions is General Provisions v3 2.11.22. The most recent General Provisions document will be incorporated into all FY26 grant agreements issued by MEA.

Program-Specific Requirements:
In addition to the general provisions, the following requirements apply to this program:

1. MEA will not reimburse for any costs expended prior to the execution of the Grant Agreement, unless MEA agrees otherwise in writing
2. The application requires a community to identify the version of the energy code that it is currently enforcing and to provide documentation demonstrating adoption of the code. To be eligible for an MSEC FY26 Program grant funding, a community should follow the 2018 International Energy Conservation Code (IECC). If an applicant itself has not adopted the IECC but, instead, follows the IECC of another entity (e.g., a municipal government adhering to a county government's codes), it must include an explanation in its application
3. **Building Energy Performance Standards Benchmarking**: Buildings subject to Maryland's Building Energy Performance Standards (BEPS)[2] must be in compliance with BEPS benchmarking requirements. Applicants must provide the relevant unique building identifier(s) known as UBID(s) of covered building(s) to MEA prior to execution of a grant agreement with MEA

Contact Information: For more information or assistance, please visit the FY26 Local Government Energy Modernization webpage or contact:

Lacey Allor
L-GEM Program Manager
msec.mea@maryland.gov
(410) 507-7143

[2] https://mde.maryland.gov/programs/air/ClimateChange/Pages/BEPS.aspx

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

To: Worcester County Commissioners
From: Lynn Wright, Senior Budget Accountant
Department: Administration
Date: October 29, 2026
Subject: CDBG Grant Award Letter for Diakonia Supportive Living Campus

---

Summary: See attached award letter from Department of Housing and Community Development.

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Information Only

Alternatives:

Coordinated With:

Attachment(s):

WES MOORE
Governor

ARUNA MILLER
Lt. Governor

JACOB R. DAY
Secretary

JULIA GLANZ
Deputy Secretary

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

October 29, 2026

The Honorable Theodore J. Elder
President
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863-1195

RE: SFY27 Application Round
Maryland Community Development Block Grant Program
Grant Number: MD-27-CD-27 Diakonia Supportive Living Campus

Dear President Elder,

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that Worcester County's request for State Community Development Block Grant funds has been approved in the amount of $800,000. These funds are a valuable resource for the nation and the State of Maryland and will allow the County to fund site work and pre-construction costs for a supportive-services campus serving homeless individuals, including an expanded food pantry.

This funding is conditional upon execution of grant agreements between the Department of Housing and Urban Development (HUD) and the Department of Housing and Community Development (the Department) and between the County and the Department. The Community Development Block Grant Program is administered by the Department through the Division of Neighborhood Revitalization.

Again, congratulations on your award. If I may be of further assistance with this or any other matter, please do not hesitate to contact me or Mr. Justin Fair, Program Officer for the Office of Federal Community Development Programs, at 301-429-7499 or justin.fair@maryland.gov.

Sincerely,

Jacob Day
Secretary

cc: Davida Washington, Worcester County
Lynn Wright, Worcester County
Dona Sorce, CDBG
Justin Fair, CDBG
Keri Bean, CDBG

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Lynn Wright, Senior Budget Accountant
Department: Administration
Date: November 10, 2026
Subject: Request to apply for Maryland Volunteer and Professional Firefighters Innovative Cancer Screening Technologies Program Grant

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Summary: This grant will allow the procurement and administration of innovative cancer screening tests not commonly offered during routine physical examinations or covered by insurance. Applications are due on November 20,2026.

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Please approve request to apply for grant

Alternatives:

Coordinated With:

Attachment(s):



REQUEST FOR APPLICATIONS (RFA)

(COMPETITIVE)

PROCUREMENT ID NUMBER –PHPA 4166/BPM058949

Issue Date: 09/21/26

Maryland Volunteer and Professional Firefighters Innovative Cancer Screening Technologies Program

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFA KEY INFORMATION SUMMARY SHEET

Request for Applications:	**Maryland Volunteer and Professional Firefighters Innovative Cancer Screening Technologies Program**
Solicitation Number:	**PHPA 4166/BPM058949**
RFA Issue Date:	**September 21, 2026**
RFA Issuing Office:	**Maryland Department of Health**
Procurement Officer:	**Nikita Real BS, MPH** **Maryland Department of Health** **201 West Preston Street** **Baltimore, Maryland 21201** **Nikita.Real@maryland.gov**
Grant Monitor:	**Sadie Peters** **Center for Cancer Prevention and Control** **Prevention and Health Promotion Administration** **201 West Preston St. 4th floor** **Baltimore, MD 21201**
Pre- Proposal Conference:	**Pre Application Conference #1** **October 19, 2026-2:00PM** **PHPA 4166 Pre Application Conference #1** **Video call link: https://meet.google.com/mhk-fjvw-pkf** **Pre Application Conference #2** **November 9, 2026- 2:00PM** **PHPA 4166 Pre Application Conference #2** **Video call link: https://meet.google.com/abs-twdf-jhf**
Questions due date and time:	**November 13, 2026 Time: 2:00 pm EST Local Time**
Applications are to be sent to:	**eMaryland Marketplace Advantage (eMMA) (https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage). For questions and/or technical assistance, please contact emma.helpdesk@maryland.gov. In addition, you may visit https://procurement.maryland.gov for additional information.**
Closing Date and Time:	**November 20, 2026Time: 2:00pm EST Local Time**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (MDH or the Department), Center for Cancer Prevention and Control, is issuing this Request for Applications (RFA) to provide grants that enable local fire departments and volunteer fire companies and departments to procure and administer innovative cancer screening tests not commonly offered during routine physical examinations or covered by insurance.

1.1.1.1 The county in which a volunteer fire company or volunteer fire department is located shall assist volunteer fire companies and departments in filing applications for this program.

1.1.2 It is the State's intention to obtain services, as specified in this RFA, from an Agreement between the selected Applicants and the State. The anticipated duration of services to be provided under this Agreement is March 1, 2027 to June 30, 2027, with no option period.

1.1.3 The Department intends to make multiple awards as a result of this RFA, but the total amount of awards will not exceed $900,000.

1.1.4 Regional applications representing collaborating groups of counties, fire departments, fire associations, or fire companies are encouraged.

1.1.5 Applicants, either directly or through their subcontractor(s), must be able to provide all services and meet all the requirements requested in this solicitation and the successful Applicant shall remain responsible for performance regardless of subcontractor participation in the work. **If the Department receives applications for grants totaling more than the amount of grant funds available for this fiscal year, the Department shall award grants to eligible Applicants *on a pro rata basis according to the criteria set by the Evaluation Committee.***

1.2 Contract Type

1.2.1 The Agreement resulting from this solicitation shall be a Fixed Price Contract.

1.3 Procurement Officer

1.3.1 The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Procurement Officer at the address listed below:

Nikita Real BS, MPH
Maryland Department of Health
201 West Preston Street
Baltimore, Maryland 21201
Nikita.Real@maryland.gov

1.3.2 The Department may change the Procurement Officer at any time by written notice.

1.4 Grant Monitor

1.4.1 The Grant Monitor is:

Sadie Peters, MA, MD, MHS
Center for Cancer Prevention and Control
201 West Preston Street, 404D
Maryland Department of Health
Baltimore, MD 21201

1.4.2 The Department may change the Grant Monitor at any time by written notice.

1.5 eMaryland Marketplace Advantage

1.5.1 Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its application submission to this RFA.

1.5.2 eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

1.5.3 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to https://procurement.maryland.gov/, click on "Register" to begin the process, and then follow the prompts.

Note: If you are part of an organization with multiple applicants, please ensure each applicant is registered under its own eMMA number (SUP #). An SUP can only be used once per solicitation. Please reach out to the eMMA Help desk for any additional information. emma.helpdesk@maryland.gov

Pre- Application Conference

A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request. It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors. Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 1.5.2 eMMA).

1.6 Questions

1.6.1 Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: Nikita.Real@Maryland.gov. Please identify in the subject line the Solicitation Number and Title.

1.6.2 Questions are requested to be submitted no later than the due date indicated on the RFA Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

1.7 Application Due (Closing) Date and Time

1.7.1 Applications, in the number and form set forth in Section 4.2 “Applications' ' must be received by the Procurement Officer, in eMaryland Marketplace (eMMA) no later than 2:00 pm EST Local Time on November 20, 2026 in order to be considered.

1.7.2 Requests for an extension of this time or date will not be granted. Applications received after the due date and time listed in this section will not be considered. Questions regarding this solicitation should be directed (By e-mail only, no phone calls will be accepted) to the PROCUREMENT OFFICER.

1.7.3 Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Award Basis

1.8.1 The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.9 Revisions to the RFA

1.9.1 If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA, or which are otherwise known by the Procurement Officer to have obtained this RFA.

1.9.2 Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant’s Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.10 Cancellations

1.10.1 The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified applicants in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations.

1.10.2 In the event a government entity proposes and receives the recommendation for award, the contract, application and solicitation for this RFA may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFA are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can

be provided more cost effectively by the public institution of higher education, then the RFA may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3- 207(b)(2).

SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall be a social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a local, state government agency, public college or state university.

2.1.2 For social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:

REQUIRED DOCUMENTATION: Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e., IRS tax exempt status determination letter)

2.1.3 If the Applicant is a county or local government applying on behalf of a local fire department, volunteer fire company, or volunteer fire department, the Applicant County or local government must submit a list of those fire departments and/or volunteer fire companies/departments with an estimate of the number firefighters represented by each organization on whose behalf the Applicant is submitting an application.

REQUIRED DOCUMENTATION: A letter, on letterhead, from an authorized individual in the county or local government listing the local fire departments, volunteer fire companies, and/or volunteer fire departments represented in the application and an estimate of the number of firefighters represented by each organization.

2.14 A fire department applying independent of its local or county government shall be certified as a local fire department, or a volunteer fire company, or a volunteer fire department in Maryland.

REQUIRED DOCUMENTATION: As proof of meeting this requirement, the Applicant shall provide with its Application a letter from an authorized individual in the county or local government (e.g. municipality, township) on county or local government letterhead providing evidence of current status as a local fire department, volunteer fire company, or volunteer fire department. This letter should include the name and physical location/address of the Applicant.

2.1.5 A volunteer firefighter association applying on behalf of member volunteer fire departments or volunteer fire companies shall submit with its Application a letter from an authorized individual on their Board of Trustees or other similar board on their association's letterhead that a) provides evidence of current status as a volunteer firefighter association and b) lists each volunteer fire department or volunteer fire company on whose behalf the volunteer association is applying and c) the number of their member firefighters expected to participate in the screening project.

REQUIRED DOCUMENTATION: Letter from an authorized individual on the fire association's Board of Trustees, or other similar board, on their association's letterhead providing a) evidence of current status as a volunteer firefighter association, b) the names and physical locations/addresses of member volunteer fire departments or volunteer fire companies on whose behalf the Applicant is applying, and c) the estimated number of firefighters expected to participate in the proposed screening project.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

According to the National Institute for Occupational Safety and Health (NIOSH), firefighters have a 9% higher risk of developing cancer and a 14% higher risk of dying from cancer compared to the general United States population.[1] Cancer screening tests are tests designed to find cancer in an individual who does not yet present with cancer signs or symptoms. These may include, but are not limited to:

- A laboratory test,
- An imaging procedure (like mammography)
- A medical procedure (like colonoscopy), and
- A genetic test (like a blood test to detect markers for kidney or colon cancer).

The State is issuing this solicitation to provide local fire departments, volunteer fire companies, and volunteer fire departments with grant funding to facilitate **innovative cancer screening** for Maryland professional and volunteer firefighters. The grants are provided through the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program (Program), which is administered by the Maryland Department of Health (MDH). The Program is established under the authority of Health-General Article §§13-4001 – 13-4007, Annotated Code of Maryland and regulated by Maryland COMAR 10.04.08 (See Attachment I). The funds are to be used to cover costs associated with innovative cancer screening tests not offered during routine physical examinations or not covered by insurance. Since the results from these innovative screening tests do not diagnose cancer, program participants should discuss their results with their healthcare team and to receive guidance for any further diagnostic testing and treatment.

3.2 Scope of Work - Requirements

The steps for applying for this grant are, in summary,

1. Assemble a local health care team to help choose a screening test, to oversee the testing processes, and to help ensure participants receive appropriate counseling and navigation to diagnostic and treatment services, if needed.
2. Identify the number of firefighters at greatest risk for cancer and prioritize who will be screened.
3. Designate an operations person to lead the team.
4. Designate an administrative person to file reports and invoices and to communicate regularly with MDH.
5. Fill in Forms 1-7 and include them in the application.
6. Attach other required documents:
    a. 501(c)(3) or 501(c)(4) documentation
    b. An up-to-date W-9
    c. If Applicant is county or local government: see Section 2.1.3
    d. If Applicant is a fire department applying independent of its local or county government: See Section 2.1.4
    e. If Applicant is a volunteer firefighter association applying on behalf of member volunteer fire departments or fire companies: See Section 2.1.5

For this project, the Applicant must have a healthcare team in place to help make decisions about the best test to use and to help firefighter participants interpret results and, as needed, connect to diagnostic and treatment services. Partnerships with innovative cancer screening test companies are permitted, but cancer screening test company employees and, to

[1] Pinkerton L, Bertke SJ, Yiin J, *et al.* Mortality in a cohort of US firefighters from San Francisco, Chicago and Philadelphia: an update. *Occupational and Environmental Medicine* 2020;**77:**84-93.

reduce conflict of interest, affiliated consultants may not serve as members of the Applicant's healthcare team. A cancer screening test company may assist the Applicant to

- coordinate screening logistics,
- schedule screening sessions,
- provide written materials and templates for pre- and post-test counseling,
- ensure sample storage and transportation, and
- deliver results to individual participants.

Qualified healthcare staff from a cancer screening test company may also assist the Applicant's healthcare team with explaining test results to firefighter participants. However, a cancer screening test company shall not be the sole provider of pre- and post-test counseling to participant firefighters nor lead discussions about diagnosis and treatment with firefighters who participate in the project. A cancer screening test company may not lead comprehensive clinical decision-making with firefighters who participate in the project.

Using the forms provided in Attachment G, the Applicant shall:

3.2.1 Identify a Valid Innovative Cancer Screening Test and Services (Forms 1 and 2)

3.2.1.1 With assistance from their assembled healthcare team **(see Section 3.2.3 below**):

A. Investigate and compare available cancer screening tests.
   - The healthcare team may seek technical information or educational input from screening test companies, but all test selection decisions must be made independently by the healthcare team and the Applicant. A brief list of some known tests can be found in the Resources section of the Program's webpage.

B. Identify an innovative cancer screening test(s) appropriate for their firefighters.
   - Include as an attachment with this Application the manufacturer's scientific literature and supporting evidence that documents:
     1. the claimed accuracy and reliability of the proposed test;
     2. the scientific and clinical evidence supporting the claimed accuracy and reliability of the screening test;
     3. whether the test employs innovative or novel technologies such as DNA sequencing, genomics, proteomics, metabolomics, machine learning, artificial intelligence, big data analytics, and other state-of-the-art technology.
     4. whether the test can simultaneously screen for two or more cancer types for which firefighters have a higher incidence or death rate;
     5. the cost of each test; and
     6. whether the test is developed, manufactured, or commercialized by a business entity located in Maryland.

C. If more than one innovative cancer screening test will be used, describe the additional test(s) using the criteria listed in section 3.2.1.1 (B.1 through 6).

D. The clinical lead from your healthcare team must sign Form 1 attesting to selecting the test independent of the testing company.

3.2.1.2 Use Form 2 to list all the services the testing company will provide.

- Attach the proposal from the testing company attesting to the services it will provide.

3.2.2 Describe the Project Implementation Plan (Form 3)

3.2.2.1. Use Form 3 to describe

A. Who will be responsible for recruitment and carrying out the actions needed to recruit participants?

B. Who will be responsible for organizing the screening event(s)?

C. Who will be responsible for administering the screening tests, including ensuring each participant receives pre-test counseling that includes informed consent?
D. Who will ensure participants receive post-test counseling, as needed?
E. Who will be responsible for ensuring referrals and connections to care for diagnostic testing and treatment for participants who have positive screening test results?
F. Who will be responsible for obtaining summary/aggregate results from the testing company for grant reporting purposes?

3.2.2.2. Provide a brief description of what your organization will do to complete each activity in the last column on the right on Form 3.

3.2.3 Identify a Healthcare Team (Form 4)

In addition to assisting with the identification of an appropriate screening test, the project's healthcare team shall be responsible for

- overseeing test administration,
- ensuring comprehensive pre-and post-test counseling,
- ensuring appropriate referrals for diagnostics and treatment, and
- guiding care coordination and referrals to primary care.

Note: Employees and consultants of a testing company may not serve as members of the Applicant's healthcare team.

3.2.3.1 Identify the healthcare team member(s) who will:

A. Help the Applicant identify an appropriate innovative cancer screening test.
B. Lead clinical decision making throughout the project period.
C. Ensure appropriate pre- and post-screening procedures and protocols (development of informed consent forms, development of pre-and post-screening counseling protocols, and delivery of these vital services during the project period).
D. Lead blood draws at each screening session, if applicable.
E. Manage logistics, including test kit delivery and storage, sample processing (e.g., centrifuge and other necessary handling), and sample transportation, if applicable.
F. Referrals and care navigation, as needed.

3.2.3.2 Add any other relevant information about the healthcare team to the bottom of Form 4.

3.2.4 Prioritize Firefighters for Screening (Form 5)

3.2.4.1 Fill in Form 5: Firefighter Prioritization

A. Use at least two of the items listed as possible screening criteria to prioritize your firefighters at the highest risk of cancer (among all who are eligible for screening) based on the latest scientific and medical research.
B. Provide a brief explanation for why the criteria were chosen.

3.2.4.2. Identify:

A. the number of firefighters employed by, or serving with, the Applicant who may be eligible to be screened with the innovative cancer screening tests, including retirees.
B. the expected number of participants, including retirees.

3.2.5 Describe Your Organization's Background and Capacity (Form 6)

Applicants and their assembled healthcare team (see 3.2.3 above), either directly or through their subcontractor(s), must be able to provide all services and meet all the requirements requested in this solicitation. Successful Applicants shall remain responsible for performance regardless of subcontractor participation in the work.

- **Examples of services for which applicants may subcontract for include-phlebotomy, sample storage and sample transportation, and scheduling logistics.**

3.2.5.1 Organizational Capacity to describe the Applicant's Organization's Background and Capacity.

A. Clearly identify the county, municipality, volunteer fire association, local fire department, volunteer fire company, or volunteer fire department that will be the recipient of the grant.
B. *If two or more fire departments or fire companies are collaborating to procure and administer tests*, clearly indicate which one is the Applicant that will be responsible for receiving and administering the funding and submitting required reports on behalf of the other agencies.

3.2.5.2 Briefly (2-3 sentences) describe the local fire department(s) or volunteer fire company(ies) or volunteer fire department(s) that will be *served* by this grant.

- Location
- Service area/population served
- Any other information deemed relevant (average number of calls per week/month/year, etc.)

3.2.5.3 List general information about the firefighter population under consideration for screening, including

- race/ethnicity breakdown,
- gender,
- age ranges and average age,
- average length of fire service,
- percentage who are retirees, and
- average number of calls with fire exposure per firefighter.

3.2.5.4 Describe in 2-6 sentences:

- the Applicant's experience carrying out cancer screening projects.
- any experience implementing health programs for firefighters.

3.2.5.5 Briefly describe in 2-6 sentences the partners with whom you intend to carry out this innovative cancer screening technologies project and the roles they will play in the project.

3.2.6 Maintain Records of Cancer Screenings and Submit Financial Forms and Progress Reports (Form 7)

3.2.6.1 The Applicant shall attest to following the records retention procedures listed below:

A. Procure and administer the innovative cancer screening tests solely for the firefighters identified by the Applicant.

B. Verify the administration of the innovative cancer screening tests by health care providers or a clinical service.

C. Maintain an inventory of the innovative cancer screening tests or services purchased by the Applicant and maintain a record of the innovative cancer screening tests administered.

D. Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.

E. Participate in audits as required by MDH.

3.2.6.2 The Applicant shall also attest to following the below reporting requirements.

A. Maintain and submit financial reports and records. This includes:

1. Establishing a separate account to track expenditures under the grant.

2. Maintaining accurate records, including documentation of each transaction associated with the grant.
3. Submitting invoices and financial reports (templates will be provided) by the deadline provided by MDH.
4. Submitting a final invoice for any unbilled expenditures by the deadline provided by MDH.
5. Submitting refunds of any unexpended funds by the deadline provided by MDH.

B. Along with each invoice submitted,

1. Submit an interim report describing the progress of the grant using the template provided by MDH. The interim progress report should provide an update on the activities in the Project Implementation Plan (Form 3) submitted by the Applicant and approved by MDH.

C. Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period no later than 45 days after the date the grant period ends. The comprehensive final report shall be on the template provided by MDH and will include performance measures such as:

1. The number of individuals screened through the grant
2. The type of screening test(s) used
3. The cost of the screening test(s)
4. The number of risks factors or actionable findings detected by the screening test(s)
5. The types of cancer risks or actionable findings detected by the screening test(s)
6. The types of cancers detected by the screening test(s)
7. The number of cancers detected by the screening test(s)

3.2.7 The Americans with Disabilities Act:

The Applicant will attest to following the requirements of this law on **their Transmittal Letter (see template on Attachment I).**

The Americans with Disabilities Act (https: www.ada.gov/) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible.
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures.
- effective communication; and
- accessible facilities.

3.3 Invoicing

3.3.1 **General**

(a) All invoices shall include the following information:

- Grantee name;

- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

3.3.2 **Invoice Submission Schedule**

This grant is reimbursement-based funding. Grant recipients must submit an invoice with appropriate documentation of expenses to MDH for reimbursement of those expenses.

The Grantee shall submit invoices in accordance with the following schedule:

Documents	Reporting Period	Due Date	Notes
Invoice and Interim Progress Report	March 1, 2027 – June 30, 2027	July 15, 2027	Invoices must be accompanied by adequate support documentation and a Progress Report
Final Financial Report and Final Progress Report	March 1, 2027 – June 30, 2027	August 15, 2027	
Grantees may submit their invoices and progress reports before the due date.			

- **The invoice (template to be provided by the contract monitor) is due by the 15th day of the month following the end of the grant period. An interim progress report (template to be provided by the contract monitor) must be submitted with that invoice.**
- **A final financial report listing all grant expenditures during the award period (template to be provided by contract monitor) is due no later than 45 days after the date the grant period ends. A final progress report (template to be provided by contract monitor) is also due at that time.**

Supporting Documentation Requirements: The award recipient must be able to support grant expenditures with adequate source documentation. The extent of the documentation required is affected by the budgetary categories stated in the approved budget. The nature and type of documentation needed may also vary, depending on the relationship to specific internal controls.

3.3.3 Insurance Requirements - The recommended awardee must maintain current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business

Days from notice of recommended award. During the period of performance for multi-year contracts, the Grantee shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State of Maryland.

3.3.3.1 Subcontractor Insurance - The Grantee shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.3.3.2 The following type(s) of insurance and minimum amount(s) of coverage are required:

A. Commercial General Liability - of $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and $3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

4.1.1 Applicants shall submit applications in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.2 Applications

4.2.1 Applications must be submitted to eMaryland Marketplace Advantage (eMMA). Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet.

4.2.1.1 The submission subject line shall state the RFA Title and PHPA number and either Project Narrative or Budget Narrative.

4.2.1.2 Two Part Submission:
A. Project Narrative (See Section 4.3)
B. Budget Justification/Narrative (See Section 4.4)

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Project Narrative

Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.3.1 The Project Narrative shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's eMMA number;
- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

- A one sentence attestation that the Applicant will follow the requirements of the Americans with Disabilities Act (Section 3.2.8)

4.3.1.2 Scope of Work on Forms 1-7 (as described in Section 3.2).

4.3.1.3 Mandatory Requirements Documentation as specified in Sections 2.1.2 – 2.1.5.

4.3.1.4 Applicant Technical Response to RFA Requirements and Proposed Work Plan:

~~a.~~ The Applicant shall address each Scope of Work requirement (Section 3.2) and provide details on Forms 1-7~~.~~

b. Applicant shall use the Application Final Checklist to acknowledge

1. They have read the American with Disabilities Act Statement in Section 3.2 and will meet all requirements.
2. They have attested to all the required parts of the Scope of Work.

4.3.1.5 Signed W-9 with Contact Person Names and Phone Number

4.3.1.6 SDAT Status- Maryland State Department of Assessments & Taxation (SDAT).
Visit https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx for additional information.

a. The applicant shall take the necessary steps to ensure good standing with the Maryland State Department of Assessments & Taxation.

b. The applicant must be in good standing at the time the award is made.

4.4 Volume II – Budget/Budget Narrative

4.4.1 In a file separate from the Project Narrative and clearly identified in the format identified in Section 4.2 "Applications," the Applicant shall submit a copy of the Budget/Budget Narrative. The Budget/Budget Narrative shall contain all price information in the format specified in **Exhibit B**. The Applicant shall complete the Budget/Budget Narrative Form only as provided in the Budget Narrative Form.

4.4.2 The Applicant shall attach to the Budget Form **Exhibit B** document that details the total cost of the proposed activities. The budget categories may include: Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and Other project-related costs.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

5.1.1 Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative within the Scope of Work: Requirements are listed below in descending order of importance.

5.2.1. Identify a Valid Innovative Cancer Screening Test and Services as described in Section 3.2.1 and on Forms 1 and 2

5.2.2. Describe the Project Implementation Plan as described in Section 3.2.2 and on Form 3

5.2.3. Identify a Healthcare Team as described in Section 3.2.3 and on Form 4

5.2.4. Prioritize Firefighters for Screening as described in Section 3.2.4 and on Form 5

5.2.5. Describe Your Organization's Background and Capacity as in Section 3.2.5 and on Form 6

5.2.6. Maintain Records of Cancer Screenings and Submit Financial Forms and Progress Reports as described in Section 3.2.6 and on Form 7

5.2.7

5.3 Budget Narrative Evaluation Criteria

All Qualified Applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the rating of the Project Narratives. The Budget/Budget Narrative (including the Budget Form and Budget Narrative), will be evaluated based on reasonable cost given the time and effort described in the Project Narrative. The budget line items must be within the stated guidelines set forth in this RFA and as submitted on **Exhibit B** – Budget/Budget Narrative.

5.4 Selection Procedures

5.4.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to

be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award.

If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Project Narrative and Budget Narrative evaluations and rankings, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Application determined to be the most advantageous to the State. In making this most advantageous Application determination, technical factors and financial factors will be weighted equally.

RFA ATTACHMENTS

EXHIBIT A – Budget Form
This must be completed and submitted with the Project Narrative in a separate envelope.

EXHIBIT B- Budget Narrative
This form must be completed and submitted with the Budget Form in a separate envelope from the Project Narrative.

EXHIBIT C- Standard Grant Agreement "Sample"
This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted an Application submission time.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer one (1) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee. **APPENDIX A & B**

EXHIBIT D – RFA Document Checklist
Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

ATTACHMENT A- Conditions of Award

ATTACHMENT B- Federal Funds

ATTACHMENT C- Debarment Affirmation

ATTACHMENT D - Certification Regarding Tobacco Smoke

ATTACHMENT E - Certification Regarding Lobby

ATTACHMENT F- Additional Information required for Prevention and Health Promotion Administration Grants

ATTACHMENT G: Forms 1-7

ATTACHMENT H: Evaluation Criteria Weights

ATTACHMENT I: Transmittal Letter Template

ATTACHMENT J: COMAR 10.14.08 01- .08

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EXHIBIT A – BUDGET FORM

BUDGET FORM

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by the Department.

Submitted By:
Authorized Signature: _____ Date: _____
Printed Name and Title: _____
Organization Name :

_____
Organization Address: _____
Location(s) from which services will be performed (City/State): _____
FEIN: _____
eMMA #: _____
Telephone: (_____) _____-- _____
Fax: (_____) _____--_____
E-mail: _____

Budget Summary

Line Item	Qty	Unit Cost	Total Cost
Medical Supplies (test kits)			
Other Medical Supplies (syringes, tourniquets, etc.)			
Purchase of Services (full-body ultrasound, phlebotomy, participant counseling services, etc.)			
Other (Specify)			
TOTAL			

EXHIBIT B – BUDGET JUSTIFICATION/NARRATIVE

BUDGET NARRATIVE TEMPLATE

Sample Line-Item Justification

Medical Supplies (Purchase of Test Kits): $15,500

Justification: Funds will be used to purchase blood-based test kits to screen 62 professional, volunteer, and retired firefighters at highest risk. These 62 firefighters are part of the Anaheim Firefighters Association.

$250/test kit x 62 firefighters = $15,500

Purchase of Service (Local Health Clinic Compensation): $6,900

Justification: Funds will be used to compensate two nurse practitioners at Anaheim Wellness Clinic to support the project as part of the health care team assisting with test selection, project oversight, clinical leadership, and referrals for diagnosis and treatment.

$75/hour x 2 Nurse Practitioners x 46 hours (estimated) =$6,900over the project period

EXHIBIT C – Standard Grant Agreement "Sample" (Replace with RFA template revision)

ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <enter day> day of <month, year>, between the State of Maryland (the "State"), acting through the Maryland Department of Health, (the "Department"), located at <enter MDH Address> and the <grantee name> (the "Grantee"), located at <grantee address> in <county / city> County, <state, zip>, a Maryland Limited Liability Company / Corporation. .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars ($ xx,xxx.xx) (the "Grant"), which the Grantee shall use only for the following purposes: <grant purpose>

2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed, or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980, and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars ($5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement, or the performance of this Agreement, or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5 and as otherwise set forth under Maryland law..

C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising. activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement. Appendix A & B, Attachment A, B, C, D, E.&F.
14. The Grantor can terminate this agreement, in whole or in part, for convenience, without a breach or default of the Grantee, with thirty days notice to the Grantee.
15. Grantee agrees to indemnify, defend and hold harmless the State of Maryland from any claims, demands, losses, or suits arising from or out of their performance of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE	DEPARTMENT
(Name of Corporation or Association)	Maryland Department of Health. (Name of Corporation or Association)
By: _____ SEAL	By: _____ SEAL
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor>
<Office>
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
Phone:
Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency, address, phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

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APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment. Visit https://health.maryland.gov/oig/Pages/DHMH%20OIG.aspx for more information.
- Completion of the Standard Grant Agreement Checklist.
- Determination of Good Standing with the Maryland State Department of Assessments & Taxation (SDAT). Visit https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx for additional information.
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland. Visit https://bpw.maryland.gov/pages/debarments.aspx for additional information.
- Determination regarding No Conflicts of Interest.
- Review of Single Audits

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SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
Conditions of Award- Attachment A	2
Federal Funds- Attachment B	2
Debarment Affirmation- Attachment C	2
Certification Regarding Tobacco Smoke- Attachment D	1
Certification Regarding Lobby- Attachment E	5
Additional Information required for Prevention and Health Promotion Administration Grants – Attachment F	2

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ATTACHMENT A

CONDITIONS OF AWARD

Maryland Department of Health (MDH)
<Enter Department Here>
<Enter Federal Awarding Agency Here>
<Enter Name of Federal Award and Grant Number Here>

Period of Performance: <Enter from and To Dates Here>

Important Dates:

<Enter Date Here>:	Quarterly progress report
<Enter Date Here>:	All funds obligated
<Enter Date Here>:	All funds must be spent
<Enter Date Here>:	Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (circle one), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
    a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
    b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
    c. Support legal services;
    d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
    e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
    f. Pay property taxes;
    g. Fund capital improvement projects;

h. Supplant personnel costs and/or other activities.
i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.

2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:
The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:
1. As requested, the grantee/sub-grantee/sub-recipient shall participate fully in the MDH <Enter Department Here> Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
    a. Comprehensive site visits at the Department's request within the project period;
    b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:
Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:
The grantee/sub-grantee/sub-recipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) through (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub- recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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ATTACHMENT B. FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of $750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines "covered telecommunications or services" to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

G-1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

G-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. **Type of Federal Action:** a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	**2.** **Status of Federal Action:** a. Bid/Offer/application b. Initial award c. Post-award	**3.** **Report Type:** a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, if known:	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*

11. Amount of Payment *(check all that apply)* $_____ ☐ actual ☐ planned	**13. Type of Payment** *(check all that apply)* ☐ a. retainer ☐ b. one-time ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: ____
12. Form of Payment *(check all that apply)* ☐ a. cash ☐ b. in-kind, specify: nature _____ value: –	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No	
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure.	Signature: __ Print Name: __ Title: __ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the

provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

_____

Signature of Authorized Certifying Individual

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbing" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

Award No.	Organizational Entry
Name and Time of Official signing for Organizational Entry X	Telephone No. of Signing Official X
Signature of Above Official X	Date Signed X

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Includes all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____ if known: Congressional District, *if known*	5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime: Congressional District, *if known*
6. Federal Department/Agency:	7. Federal Program Name/Description:
8. Federal Action Number, *if known;*	9. Award Amount, *if known:*
10. a. Name and Address of Lobbying Entity: *(If individual, last name, first name, MI):*	11. Individuals Performing Services (*Including address if different from No. 10a)* *(Last name, first name, MI):*
11. Amount of Payment (*check all that apply):* *$ _____ actual _____ planned _____*	13. Type of Payment *(Check all that apply):* __ *a. Retainer* __ *b. One-time fee* __ *c. Commission* __ *d. Contingent fee* __ *e. Deferred* __ *f. Other, specify: _____*
12. Form of Payment (*check all that apply):* ____ a. Cash ____ b. In-kind: specify: nature _____ value	

14 Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(Attached Continuation Sheet(s) SF-LLL-A *if necessary)*

15. Continuation Sheet(s) SF-LLL-A attached: _____yes _____ no

16. Information required through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a maternal representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,00 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: Date:

Federal Use Only:	Authorized for Local Reproduction Standard form-LLL

Continuation Sheet

Reporting Entity: _____ Page _____ of _____

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ATTACHMENT F

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

   _____ (insert start and end dates) ___

2. There (_____ are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Attachment A.

3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

   _____

   _____

   _____

   _____

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.

6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.
7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.

8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.

9. Federal Funding Acknowledgement (if applicable)

   a. This grant (_____ does/_____) does not contain federal funds.

b. The total amount of federal funds allocated for the _____is $_____in Maryland State fiscal year_____. This represents _____% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available.

c. If contained, the source of these federal funds is: _____.

d. The CFDA number is _____. The conditions that apply to all federal funds awarded by the Prevention and Health Promotion Administration are contained in Appendix B. Any additional conditions that apply to this federally funded grant are contained in Attachment A.

10. This grant (____ does/____) does not contract with sub providers on a cost reimbursement basis.

ATTACHMENT G
Forms 1-7

Form 1: Innovative Cancer Screening Test Selection

1.Enter information about your selected cancer screening test.

Item	Response
Test Name	
Manufacturer	
Cost per firefighter	
Cancer types screened	
FDA status (if applicable)	
Maryland company? If no, where is the company based?	Yes Company location:
Uses novel technology? Which novel technology or technologies?	Yes/No (Circle or underline your selection.) What novel technologies:

2. Healthcare team selected independently? Yes

Clinical Lead Attestation

I certify that our healthcare team independently reviewed available information and determined this screening test is appropriate for this project.

Clinical Lead Signature _____

3. Attach the following documents:

- Manufacturer's literature
- Published evidence
- Price per test (do not include your budget or any total project costs here.)

Form 2: Test Company Services

1. Check or circle all services the cancer screening test company will provide.
   - ☐Test kits
   - ☐Shipping
   - ☐Scheduling
   - ☐Sample transport
   - ☐Laboratory analysis
   - ☐Aggregate reporting
   - ☐Educational materials
   - ☐Clinical consultation
   - ☐Other _____

   Attach the testing company's proposal or quote listing their services.

Form 3: Project Implementation Plan
Enter the information in the table below to explain the plan for implementing the project.

Activity	**Responsible Person**	**Expected Completion Date**	**What will you do to successfully complete the activity?**
Recruit firefighters			
Organize screening event(s)			
Administer the screening tests (including informed consent administration)			
Ensure post-test counseling, as needed			
Ensure referrals and connection to care for diagnostic testing and treatment, as needed			
Obtain final aggregate results or report from test company			

Continue as needed:

Form 4: Healthcare Team Roster

1. Fill in the information about the healthcare team.

Roles	Name(s)	Credentials	Organization(s)
Identify appropriate test			
Clinical lead			
Counseling			
Phlebotomy, if applicable			
Logistics			
Referrals and care navigation, as needed			

2. Add any other information you think is needed:

_____
_____
_____
_____
_____
_____
_____

Form 5: Firefighter Prioritization

1. Check the boxes for the criteria you will use to decide who will be offered screening

   ☐Years of service
   ☐Interior firefighter
   ☐High exposure assignments
   ☐Age
   ☐Previous occupational exposure
   ☐Other

   _____

   Provide a brief explanation (2–3 sentences) for why the above criteria were chosen.

   _____
   _____
   _____

- Estimated number of eligible firefighters _____
- Estimated number of participants (including retirees, if under consideration for screening) in this project's screening effort_____

Form 6: Organization's Background and Capacity

1. Identify the ONE county, municipality, association, or fire department/fire company that will receive the grant funding and be fiscally responsible for its stewardship.

   _____

2. Briefly describe (2-4 sentences) the fire department or fire companies to be served by the grant. Include
   - Location
   - Service area/population served
     - Any other information deemed relevant (average number of calls per week/month/year, etc.)

   _____
   _____
   _____
   _____
   _____

3. Use a list format to describe the fire service members under consideration for screening. Include, if possible,
   - race/ethnicity breakdown
   - gender,
   - age ranges and average age,
   - average length of fire service,
   - percentage who are retirees, and
   - average number of calls with fire exposure per firefighter.

   _____
   _____
   _____
   _____
   _____
   __

4. Describe in 2-4 sentences the Applicant's
   - Previous experience carrying out cancer screening projects
   - Any experience conducting firefighter health programs
     - Briefly describe those health programs.

   _____
   _____
   _____
   _____
   _____
   _____
   _____

5. Name all partners proposed for this innovative cancer screening technologies project and briefly describe their intended role in 2-4 sentences.
    - Hospital or health care center

      _____

      _____
    - County health department

      _____

      _____
    - Firefighter association

      _____

      _____
    - Project Coordinator

      _____

      _____
    - Other

      _____

      _____

Form 7: Cancer Screening Records Retention, Financial Forms, and Progress Reports

1. The Applicant shall attest to each of the following. Review and check each box.

   ☐Procure and administer the innovative cancer screening tests solely for the firefighters identified by the Applicant.
   ☐Verify the administration of the innovative cancer screening tests by health care providers or a clinical service.
   ☐Maintain an inventory of the innovative cancer screening tests or services purchased and maintain a record of the innovative cancer screening tests administered.
   ☐Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.
   ☐Participate in audits as required by MDH.

2. The Applicant shall also attest to following the below reporting requirements. Review and circle or check each item.

   A. Maintain and submit financial reports and records. This includes:

   ☐Establishing a separate account to track expenditures under the grant.
   ☐Maintaining accurate records, including documentation of each transaction associated with the grant.
   ☐Submitting invoices and financial reports (templates will be provided) by the deadline provided by MDH.
   ☐Submitting a final invoice for any unbilled expenditures by the deadline provided by MDH.
   ☐Submitting refunds of any unexpended funds by the deadline provided by MDH.

   B. Along with each invoice submitted using the template provided by MDH (review and check or circle the item):

   ☐Submit an interim report describing the progress for the grant activities.
   - The interim progress report should provide an update on the activities in the Project Implementation Plan (Form 3) submitted by the Applicant and approved by MDH.

C. No later than 45 days after the date the grant period ends (review and check or circle the item):

☐Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period The comprehensive final report shall be on the template provided by MDH and will include performance measures such as:

1. The number of individuals screened through the grant
2. The type of screening test(s) used
3. The cost of the screening test(s)
4. The number of risks factors or actionable findings detected by the screening test(s)
5. The types of cancer risks or actionable findings detected by the screening test(s)
6. The types of cancers detected by the screening test(s)
7. The number of cancers detected by the screening test(s)

ATTACHMENT H

Evaluation Criteria Weights

Section in Scope of Work (Section 3.2) **Note these are listed in descending order of importance.**	**Weight**
Scope of Work 3.2.1 and Forms 1 and 2: Identification of Valid Cancer Screening Test and Services	0.35
Scope of Work 3.2.2and Form 3: Description of Project Implementation Plan	0.25
Scope of Work 3.2.3 and Form 4: Identification of Healthcare Team	0.25
Scope of Work 3.2.4 and Form 5: Prioritization of Firefighters for Screening	0.10
Scope of Work 3.2.5 and Form 6: Organization's Background and Capacity	0.03
Scope of Work 3.2.6 and Form 7: Maintenance of Records, Financial Forms, Progress Reports	0.01
Scope of Work 3.2.7 ADA Acknowledgement on Transmittal Letter	0.01

ATTACHMENT I
Transmittal Letter Template

DATE

Name of PHPA Operations Manager
Prevention and Health Promotion Administration
Maryland Department of Health (MDH)
201 W. Preston Street
Baltimore, MD 21201

Dear "Name of Operations Manager,"

On behalf of the YOUR ORGANIZATION NAME, I am submitting this application in response to Solicitation No. PHPA 4166/BPM058949 *Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies.*

1. **Applicant** Your organization's name
2. **Signature, typed name, and title** of the individual authorized to commit the applicant to its proposal:
    Name and Title
    Phone number
    Email address
3. **Federal Employer Identification Number (FEIN):**
4. **Applicant's eMMA number:** SUP XXXXX
5. **Applicant's MBE certification number (if applicable):** N/A
6. **Applicant's SBR number (if applicable):** N/A
7. **ADA Attestation**: YOUR ORGANIZATION's NAME agrees to follow the requirements of the Americans with Disabilities (ADA) Act as outlined in the RFA Section 3.2.

Sincerely,

Signature
Name

ATTACHMENT J

COMAR 10.14.08 01-.08

10.14.08 Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program

Authority: Health-General Article, §§13-4001—13-4007, Annotated Code of Maryland

.01 Purpose and Scope.

This chapter sets forth the:

A. Responsibilities of the Maryland Department of Health for the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program established by Health-General Article, §§13- 4001—13-4007, Annotated Code of Maryland;

B. Responsibilities of a grantee that receives funds under the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program;

C. Application process for a grant under the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program; and

D. Reporting requirements for the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program.

.02 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Applicant" means an entity that applies to receive a grant under the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program.

(2) Cancer Screening Test.

(a) "Cancer screening test" means a test that is designed to find cancer in an individual who does not present cancer signs or symptoms.

(b) "Cancer screening test" includes, but is not limited to:

(i) A laboratory test;

(ii) An imaging procedure;

(iii) A medical procedure; and

(iv) A genetic test.

(3) "Cost effectiveness" means a comparison between cost and expected health outcomes of a cancer test or intervention.

(4) "Department" means the Maryland Department of Health.

(5) "Grant" means funds distributed to a grantee under the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program.

(6) "Grantee" means a local fire department, volunteer fire department, or volunteer fire company approved to receive funds under the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program.

(7) "Health care provider" means a doctor of medicine or osteopathy, dentist, nurse practitioner, or physician assistant who is authorized to practice medicine, surgery, or dentistry by the state in which the individual practices.

(8) "Local fire department" means a fire department operating in a Maryland county or Baltimore City.

(9) "Program" means the Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program.

(10) "Qualifications" means the education, experience, skills, and licensing of an individual associated with a Program grant application.

(11) "Volunteer fire company" means a volunteer fire company operating in a Maryland county or Baltimore City.

(12) "Volunteer fire department" means a volunteer fire department operating in a Maryland county or Baltimore City.

.03 Responsibilities of the Department.

The Department shall:

A. Administer the Program;

B. Provide one or more grants to local fire departments, volunteer fire companies, or volunteer fire departments to procure innovative cancer screening tests according to Health-General Article, §13- 4003(a), Annotated Code of Maryland;

C. Develop and distribute an application for Program grants each fiscal year if funding is available;

D. Maintain a record of information submitted by a grantee to the Department; and

E. Monitor the activities of a grantee to ensure compliance with the requirements of the Program.

.04 Entities Eligible for Grants.

The following entities are eligible to apply for and receive a grant from the Department under the Program:

A. A local fire department;

B. A volunteer fire company;

C. A volunteer fire department; and

D. If authorized by a local fire department, volunteer fire company, or volunteer fire department, a county.

.05 Use of Grant Funds.

A. A grantee may use awarded funds to:

(1) Procure and administer innovative cancer screening tests that are not otherwise conducted during routine physical examinations or covered by insurance to professional firefighters employed by a local fire department and volunteer firefighters who serve in a volunteer fire company or department; and

(2) Pay for activities directly associated with the grant that are approved by the Department.

B. A grantee may not use awarded funds to pay for an activity that is not included in the approved grant application.

.06 Application for Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program Grants.

A. An applicant:

(1) Shall submit a completed application to the Department by the due date listed in the request for applications;

(2) Shall include in the application all required information listed in the request for applications, including:

(a) The names and qualifications of the health care providers that will advise the applicant on the selection and administration of cancer screening tests;

(b) The number of firefighters to be screened;

(c) The selection criteria the applicant used to identify firefighters at the highest cancer risk based on the latest scientific and medical research; and

(d) A description of each test to be procured by the applicant, including:

(i) The claimed accuracy and reliability of the test

(ii) The scientific and clinical evidence supporting the claimed accuracy and reliability of the test;

(iii) Whether the test employs innovative or novel technologies, such as DNA sequencing, genomics, proteomics, metabolomics, machine learning, artificial intelligence, big data analytics, or other state of-the-art technology;

(iv) Whether the test has the ability to simultaneously screen for two or more cancer types for which firefighters have a higher incidence or death rate;

(v) The cost of the test; and

(vi) Whether the test is developed, manufactured, or commercialized by a business entity located in the State; and

(3) May voluntarily withdraw an application at any time.

B. The county in which a volunteer fire company or department is located shall assist a volunteer fire company or a volunteer fire department in submitting an application.

.07 Application Review, Selection of Grantees, and Grant Period.

A. The Department shall:

(1) Determine the amount of money available for grants under the Program in each fiscal year;

(2) Develop a weighting formula to rate each application received by the Program;

(3) Make available the weighting formula on the Program website and include the weighting formula in the request for applications;

(4) Request additional information or changes to the application if necessary; and

(5) Reject an application that does not meet the application requirements.

B. The Department shall review and prioritize applications based on the quality of the application received and the degree to which the tests listed on the application meet the following criteria:

(1) The scientific and clinical evidence supporting the claimed accuracy and reliability of test;

(2) Whether the test employs innovative or novel technologies;

(3) The ability of the test to simultaneously screen for two or more cancer types;

(4) The cost effectiveness of the test; and

(5) Whether the test is developed, manufactured, or commercialized by a business entity located in the State.

C. The Department may review an application in consultation with one or more experts in cancer screening.

D. If the Department receives applications for grant funds totaling more than the amount of funds appropriated for the Program, the Department shall award the funds on a pro rata basis.

E. Funds shall be awarded under the Program for a maximum of 1 year.

.08 Payments, Terms and Conditions of Grant Awards, and Terminations.

A. Payments.

(1) The Department may approve an advance payment based on financial need.

(2) If a financial or progress report required by §B or C of this regulation is overdue, the Department may withhold payment of funds to a grantee until the financial or progress report is submitted.

B. Financial Reports and Records.

(1) A grantee shall:

(a) Establish a separate account to track expenditures under the grant;

(b) Maintain accurate records, including documentation of each transaction associated with the grant;

(c) Submit invoices for payment of grant funds to the Department within the deadline specified by the Department;

(d) Submit a final report listing grant expenditures signed by the financial officer or designee of the grantee within the deadline specified by the Department;

(e) Submit a final invoice for any unbilled expenditures within the deadline specified by the Department; and

(f) Submit a refund of any unexpended funds within the deadline specified by the Department.

(2) The Department may audit the accounts referenced in §B(1) of this regulation at any time.

(3) A grantee shall retain all records pertaining to a grant for 3 years from the date the final report is submitted under §B(1) of this regulation.

(4) In the case of an audit or litigation, the Department may extend the time period under §B(1) or (3) of this regulation until the completion of the audit or litigation.

C. Progress Reports. A grantee shall submit to the Program:

(1) Interim reports describing the progress of the grant; and

(2) A comprehensive final report that provides a summary of all activities conducted under the grant no later than the deadline specified by the Department, including the:

(a) Number of individuals screened;

(b) Tests used;

(c) Cost of the tests; and

(d) Cancers detected by the tests.

D. Publications.

(1) A grantee who publishes results from activities supported by a grant approved under this chapter shall include in the publication the following acknowledgement: "Supported in part with funds from the Professional and Volunteer

Firefighter Innovative Cancer Screening Technologies Program of the Maryland Department of Health."

(2) A grantee shall provide the Department with one electronic copy of any published article associated with an activity conducted under a grant.

E. Ownership of Cancer Screening Tests. A grantee:

(1) Shall ensure that a cancer screening test purchased under a Program grant is used for the sole purpose of the grant;

(2) Shall keep an inventory of cancer screening tests purchased; and

(3) May not transfer a cancer screening test to another entity without written permission from the Department.

F. Termination.

(1) The Department may terminate a grant:

(a) If a grantee fails to comply with:

(i) The requirements of this chapter; or

(ii) State, federal, and municipal laws applicable to the grant;

(b) If a grantee fails to carry out the purposes for which the grant was awarded;

(c) In compliance with a court order; or

(d) At the request of the grantee.

(2) The Department may not be held responsible for any expenses incurred by a grantee after cancellation of a grant.

(3) The grantee shall return all unexpended funds to the Department within 30 days of termination of a grant.

G. Liability.

(1) A grantee shall be solely responsible for its actions related to the:

(a) Program application process; and

(b) Activities conducted under a grant.

(2) The Department may not be held liable for any claims, losses, liabilities, expenses, or damages arising from activities related to the:

(a) Program application process; or

(b) Activities conducted under a grant.

EXHIBIT D – Applicant Final Checklist

Project Narrative Checklist:

☐ Transmittal Letter (See template on Attachment J)

- Include an attestation to follow the requirements of the Americans with Disabilities Act (See Section 3.2.8)

☐ Project Narrative including

- Scope of Work Forms 1-7 (See Section 3.2 Scope of Work – Requirements and Attachment G)
  - Form 1: Innovative Cancer Screening Test Selection
    - Include as an attachment the selected testing company's
      - manufacturer's scientific literature and supporting evidence that documents the required criteria in Section 3.2.1 and on Form 1
      - quote for the unit cost per test (Do not include your budget or any total costs here.)
  - Form 2: Test Company Services
    - Include the quote or proposal from the testing company listing the services they will provide
  - Form 3: Project Implementation Plan
  - Form 4: Healthcare Team Roster
  - Form 5: Firefighter Prioritization
  - Form 6: Organization's Background and Capacity
  - Form 7: Cancer Screening Records Retention, Financial Forms, and Progress Reports

Budget Narrative Checklist:

☐ Budget Form *(See Exhibit A – Budget Form)*

☐ Budget Justification/Narrative *(See Exhibit B – Budget Justification/Narrative)*

Other Attachments to include:

☐ W-9

☐ 501(c)(3) or 501(c)(4) documentation

☐ If the Applicant is a county or local government applying on behalf of a local fire department, volunteer fire company, or volunteer fire department,

- a list of those fire departments and/or volunteer fire companies/departments with an estimate of the number firefighters represented by each organization on whose behalf the Applicant is submitting an application. See Section 2.1.3.

☐ If Applicant is a fire department applying independent of its local or county government:

- Letter from a letter from an authorized individual in the county or local government on county or local government letterhead providing evidence of current status as a local fire department, volunteer fire company, or volunteer fire department. See Section 2.1.4.

☐ If Applicant is a volunteer firefighter association applying on behalf of member volunteer fire departments or volunteer fire companies.

- Letter from an authorized individual on their Board of Trustees or other similar board on their association's letterhead that a) provides evidence of current status as a volunteer firefighter association and b) lists each volunteer fire department or volunteer fire company on whose behalf the volunteer association is applying and c) the number of their member firefighters expected to participate in the screening project. See Section 2.1.5.

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Katherine Munson
Department: Environmental Programs
Date: November 10, 2026
Subject: FY27 Rural Legacy Program Grant Agreements

Summary:

Attached please find the FY27 Dividing Creek Rural Legacy Area (DCRLA) grant agreement and the Bishopville-Showell Rural Legacy Area grant agreement for commissioner review and signature. Also attached is a color map showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C), fo each grant.

The first page of the agreement will be dated by DNR following execution by the Rural Legacy Board. Please leave this blank.

Worcester County was awarded $1,392,709.78 for the DCRLA, shared with Somerset County. Somerset County will sign the agreement following Worcester County's signature.
Worcester County was awarded $325,000 for the Bishopville-Showell RLA.

The grants will be used to purchase two conservation easements in Worcester County and two in Somerset County.

The funding is provided not only for the purchase cost, but also for administrative and incidental costs (survey, title, etc.).

The program is funded by real estate transfer tax revenue (Maryland Program Open Space).

Please contact me with any questions.

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Signature on the FY27 grant agreements, where indicated

Alternatives:

Coordinated With: Robert Mitchell Roscoe Leslie

Attachment(s): FY27 DCRLA grant agreement FY27 B-SRLA grant agreement FY27 DCRLA map FY27 B-SRLA map

RURAL LEGACY GRANT AGREEMENT
CO-SPONSORSHIP: LAND TRUST AND LOCAL GOVERNMENT

THIS GRANT AGREEMENT ("Agreement") is made this _____ day of _____, 202__ by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, the COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, ("Local Government"), and the LOWER SHORE LAND TRUST, 100 River Road, Snow Hill, Maryland 21863, a non-profit corporation incorporated in the State of Maryland, ("Land Trust") (hereinafter Local Government and Land Trust are sometimes referred to collectively as the "Sponsor").

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01., et. seq., has established the Rural Legacy Program ("Program") to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is (a) a local government, meaning one of Maryland's 23 counties or one of Maryland's municipal governments, and (b) a land trust, meaning it is a non-profit, "qualified organization" under Section 170 (h) (3) and accompanying regulations of the Internal Revenue Code established for the purpose of land conservation, including the purchase or other acquisition of interests in real property for preservation purposes, which has entered into a cooperative agreement with the Maryland Environmental Trust**;**

WHEREAS, the Sponsor represents a Rural Legacy Area known as the Dividing Creek Rural Legacy Area as shown on the map set forth on Attachment A ("Rural Legacy Area");

WHEREAS, the RLB has designated the Rural Legacy Area submitted in the Sponsor's application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Area, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on October 29, 2026; and

WHEREAS, the Local Government and the Land Trust shall enter into Project Agreements for each of the Eligible Properties which the Local Government and the Land Trust may acquire, which Project Agreements shall specify the Project Costs that the Local Government may request, on behalf of itself and the Land Trust, for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Acquiring Sponsor is defined as a Local Government and the Land Trust, who are the parties to a particular Project Agreement and who buy a particular Eligible Property pursuant to that Project Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

FSCMCO is defined in Section 4.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.7. of this Agreement.

Local Government is defined as "one of Maryland's 23 counties or one of Maryland's municipal governments in which the Eligible Property lies."

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a state land conservation organization being "the Maryland Agricultural Land Preservation Foundation , the Maryland Environmental Trust, Maryland Department of Natural Resources, or another state organization approved by the RLB."

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed One Million Three Hundred Ninety-Two Thousand Seven Hundred Nine Dollars and Seventy-Eight Cents ($1,392,709.78) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

2.2. Grant Period. The "Grant Period" shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is eighteen (18) calendar months from the Effective Date, unless the Grant Period is extended by the Rural Legacy Staff in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. The Local Government and the Land Trust may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Local Government and the Land Trust shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Local Government and the Land Trust may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Local Government, the Land Trust and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Local Government and the Land Trust shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in Section 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Local

Government and the Land Trust shall receive from the Total Grant Amount following Sponsor's satisfaction of the terms of this Agreement, however the disbursement of that portion of the total Grant Amount shall be made by the RLB to the Local Government who shall then disburse any portions thereof due to the Land Trust as provided in Section 2.1 hereof.

3.5. Rural Legacy Program Review, Approval. The Local Government and the Land Trust shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Local Government and the Land Trust shall make every effort to acquire the Eligible Property within forty-five (45) days. The "Project Period" is the time period specified in the Project Agreement for acquisition of the Permitted Real Estate Interest. The Project Period ends on or before the end of the Grant Period.

3.6. Reimbursement. When the Local Government or the Land Trust acquires an Eligible Property, the Local Government (on behalf of itself if the Local Government acquired the Eligible Property or on behalf of the Land Trust who acquired the Eligible Property), may apply to the RLB for reimbursement for Project Costs in accordance with the Project Agreement and Section 6 of this Agreement. As a result, it is not required that the Total Grant Amount be distributed equally among the Land Trust and the Local Government, and in no event will the funds disbursed under this Grant Agreement exceed the Total Grant Amount.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program's Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the "Rural Legacy Manual"), as they may be amended from time to time, and as sometimes referred to herein collectively as the "Law."

Section 4. Conditions for Acquisition of Permitted Real Estate Interests .

4.1. Acquisition Activities. As used in this Agreement, FSCMCO shall mean a qualified federal, state, county, or municipal conservation organization (a "FSCMCO") and for purposes of this Agreement, the Local Government shall be deemed a FSCMCO. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties ("Acquisition Activities"). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a "SLCO" will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest and any FSCMCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Acquiring Sponsor shall contact any SLCO, the FSCMCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Acquiring Sponsor shall submit the form of the proposed special warranty deed (the "Deed") to the RLB or its designee, any SLCO, the FSCMCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Acquiring Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions available from the Rural Legacy staff or the Acquiring Sponsor shall use the Sponsor's Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the "Easement Form"). Any changes to the Easement Form shall be approved by the RLB or its designee, the FSCMCO, the SLCO, if any, and any Title Holder. As used herein, "Easement" shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders". If the Acquiring Sponsor is a land trust, the Acquiring Sponsor shall hold title to all Easements with a FSCMCO.

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO, the FSCMCO and any Title Holder. Any Title Holder, including but not limited to any SLCO or any FSCMCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract The Acquiring Sponsor shall use option contract or contract of sale forms (collectively, "Contract") approved by the RLB or its designee, the FSCMCO, all Title Holders and the SLCO, if any. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, the FSCMCO, any Title Holders, any SLCO, and the BPW, unless the Acquiring Sponsor is willing to run the risk that the Acquiring Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. The Acquiring Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, the FSCMCO, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Acquiring Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Acquiring Sponsor, the FSCMCO, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4) or (g) any exception unacceptable to the FSCMCO, any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Acquiring Sponsor and any Title Holder with (b) any entity conveying such interest to the Acquiring Sponsor and any Title Holder, the Acquiring Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Acquiring Sponsor, the FSCMCO, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Acquiring Sponsor, the FSCMCO, and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Acquiring Sponsor, the FSCMCO, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible

Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Acquiring Sponsor and any Title Holders or before any reimbursement for such acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. If the Acquiring Sponsor is a land trust, the Easement shall be also held by a FSCMCO. The Easement shall be in form and content acceptable to the RLB, any Title Holder, the FSCMCO and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

The Acquiring Sponsor may dispose of the Acquiring Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by the Acquiring Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1. Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse an Acquiring Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Acquiring Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2. Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Acquiring Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5. Advance Payment. The Acquiring Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Acquiring Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, an Acquiring Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. An Acquiring Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6. Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of the final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Acquiring Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Acquiring Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Local Government and the Land Trust shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years from the anniversary of the closing date. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. The Local Government, in coordination with the Land Trust, shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below, either jointly and severally against the Local Government, and the Land Trust, or against one or more of them, at the sole discretion of the State of Maryland and the RLB:

A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;

C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

D. Terminate the Agreement in whole or in part;

E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

F. Debar the Sponsor from applying for future Program funds; and

G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other parties.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of

partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, state and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. Financial Disclosure. Sponsor agrees to comply with State Finance and Procurement Article, Section 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State of Maryland, including its agencies; and receives in the aggregate of One Hundred Thousand Dollars ($100,000.00) or more during a calendar year shall within thirty (30) days of the time when the One Hundred Thousand Dollars ($100,000.00) is reached, file with the Maryland Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of five percent (5%) or more of the contracting business.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. Political Contribution Disclosure. Sponsor shall comply with the provisions of Article 33, Sections 30.1 through 30.4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, during a calendar year under which the person receives in the aggregate Ten Thousand Dollars ($10,000.00) or more shall, on or before February 1 of the following year, file with the Maryland Secretary of State certain specified information to include disclosure of political contributions in excess of One Hundred Dollars ($100.00) to a candidate for elective office in any primary or general election.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

12.14. Certificate of Corporation. The Land Trust hereby certifies that it is a domestic not-for -profit corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good

standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation and registrations and any other requirements required pursuant to the laws of the State of Maryland regarding not-for -profit corporations.

The Land Trust further certifies that as of the date of this Agreement, the Land Trust has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and Employment Security Administration and paid all withholding Taxes due to the State of Maryland.

12.15. Joint and Several Liability. The Sponsor shall be jointly and severally liable under this Agreement.

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:

_____
(Signature)

_____
(Print Name)

COMMISSIONERS FOR SOMERSET COUNTY:

BY: _____(SEAL)
Charles W. Laird
President

DATE: _____

WITNESS/ATTEST:

_____
(Signature)

_____
(Print Name)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

BY: _____ (SEAL)
Theodore J. Elder
President

DATE: _____

WITNESS/ATTEST:

_____
(Signature)

_____
(Print Name)

LOWER SHORE LAND TRUST:

BY: _____(SEAL)
Michael Lewis
Chairman

DATE: _____

STATE OF MARYLAND
RURAL LEGACY BOARD:

BY: _____
Josh Kurtz
Chairman, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this_____ day of _____, 202__.

_____
Assistant Attorney General

Approved as to form and legal sufficiency
this_____ day of _____ , 202__.

_____
City Solicitor / County Attorney

Approved as to form and legal sufficiency
this_____ day of _____ , 202__.

_____
City Solicitor / County Attorney

ATTACHMENT A
DIVIDING CREEK RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT

Page 1 of 1

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 1 of 3

The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:

   A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.

   B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.

   C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation

   A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.

   B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program

   A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.

   B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

4. Stewardship

   A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.

6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the annual reports required under section 8.1 and 8.2 of this Grant Agreement.

7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights', riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.

9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is eighteen (18) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.

10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.

11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.

12. Progress Reports. Sponsor shall make annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

ATTACHMENT C
DIVIDING CREEK RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT

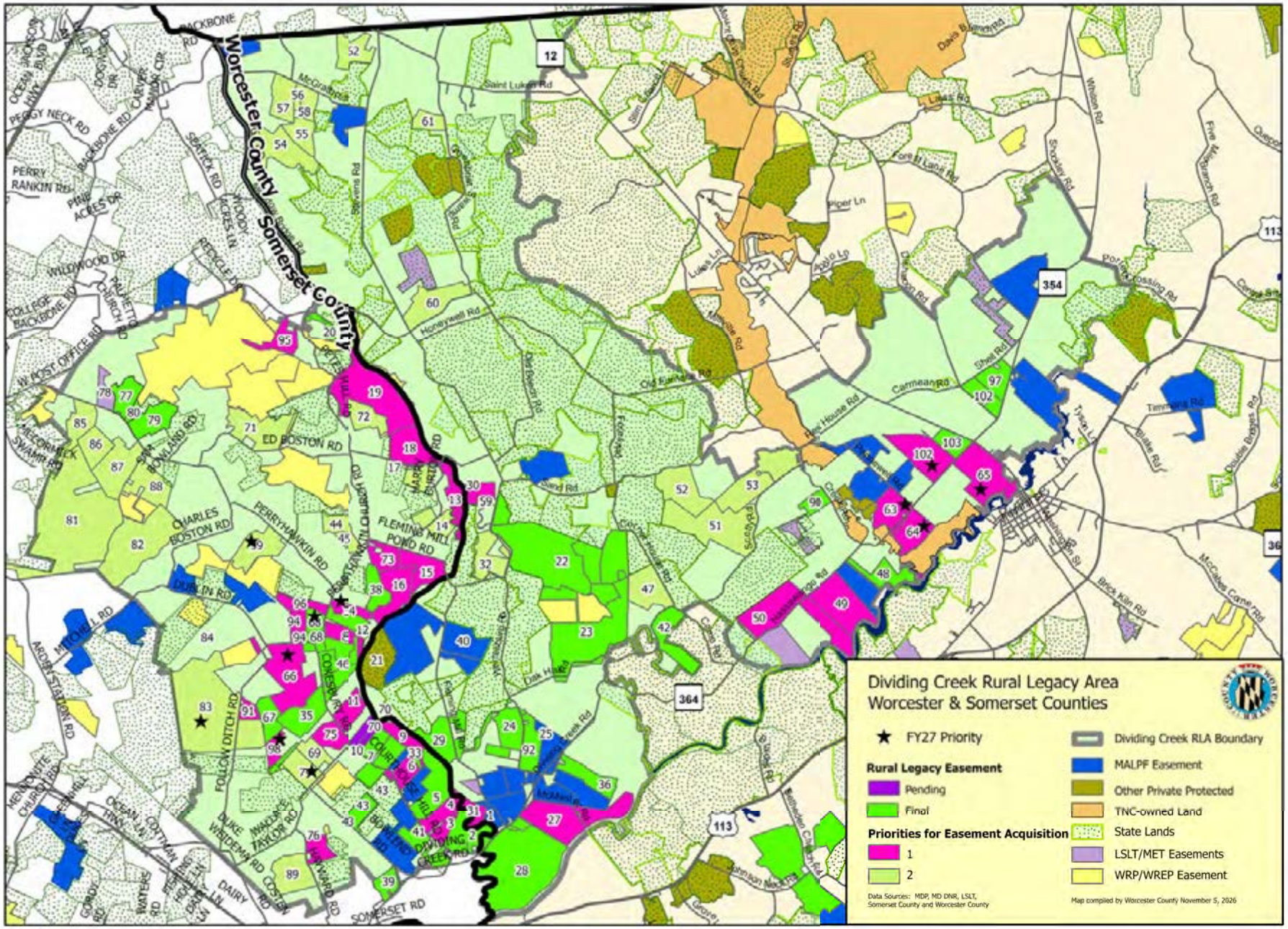
Rural Legacy Grant Agreement
Attachment C

Rural Legacy Area Dividing Creek	**FY 2027 Grant Award**
Sponsor's Name Somerset and Worcester Counties; and Lower Shore Land Trust	
Contact Name Jared R. Parks, Lower Shore Land Trust, Land Programs Manager	Contact Telephone Number 443-234-5587
Contact Address 100 River Street, Snow Hill, MD 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed $1,392,709.78	

Rural Legacy Model Easement being used: Yes _X__ No ____ (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Shockley Family Trust	Spencer Road, Snow Hill	1	Wo	55	50	20			238.5		X
Jennie Fulton Owen	Nassawango Road, Snow Hill	1	Wo	63	85	7			144.48		X
Jennie Fulton Owen and Albert Owen	4824 Pennewell Road, Snow Hill	1	Wo	63	83	7			151.3		X
Jennie Fulton Owen	5531 Snow Hill Road	1	Wo	55	13	21			324.82		X
Horace and Elwath	8708 Wallace Taylor Road	1	So	42	8	4			111.881		X
A&A Realty	Follow Ditch Road	1	So	34	40	13			711		X
William Webster	33265 Perryhawkin Road	1	So	25	14	14			176.35		X
Steve Barnes	Dublin Road	1	So	34	82,35	3			77.982		X


Worcester County
Somerset County
Dividing Creek Rural Legacy Area
Worcester & Somerset Counties
FY27 Priority
Rural Legacy Easement
Pending
Final
Priorities for Easement Acquisition
1
2
Dividing Creek RLA Boundary
MALPF Easement
Other Private Protected
TNC-owned Land
State Lands
LSLT/MET Easements
WRP/WREP Easement
Data Sources: MDP, MD DNR, LSLT, Somerset County and Worcester County
Map compiled by Worcester County November 5, 2026
12
354
364
113
ED BOSTON RD
CHARLES BOSTON RD
PERRYHAWKIN RD
FLEMING MILL POND RD
DUBLIN RD
COURTHOUSE HILL RD
DIVIDING CREEK RD
SOMERSET RD
FOLLOW DITCH RD
MITCHELL RD
HAYWARD RD
Carmean Rd
Honeywell Rd
Saint Lukes Rd
Old Furnace Rd
Brick Kiln Rd
McCabes Cane Rd
Johnson Neck Rd
Dividing Creek Rd
Dix Head
Fairhaven Rd
Scotty Rd
Shell Rd
Fork Landing Rd
Five Mile Branch Rd
Snowden Rd
Whilden Rd
Lucas Rd
Davis Bypass Rd
Tawes Rd
Blades Rd
Double Bridges Rd
Tawes Ln
Piper Ln
Lucas Ln
Old Bloom Rd
Foxhall
Scott Rd
Cedar Rd
Mt Vernon Church Rd
Mount Olive Church Rd
Stanley Rd
Mt Olive Rd
Mt Vernon Rd
Pocomoke Crossing

RURAL LEGACY GRANT AGREEMENT
SPONSOR: LOCAL GOVERNMENT

THIS GRANT AGREEMENT ("Agreement") is made this _____ day of _____, 202__ by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a local government, 1 West Market Street, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the "Sponsor" or the "Local Government").

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01, et. seq., has established the Rural Legacy Program ("Program") to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is a local government, meaning one of Maryland's 23 counties or one of Maryland's municipal governments;

WHEREAS, the Sponsor has filed an application to designate Rural Legacy Areas, known as the Bishop-Showell Rural Legacy Area shown on the maps set forth on Attachment A ("Rural Legacy Area");

WHEREAS, the RLB has designated the Rural Legacy Areas submitted in the Sponsor's application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Areas, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on October 28, 2026; and

WHEREAS, the Sponsor shall enter into Project Agreements for Eligible Properties, which the Sponsor may acquire, which Agreements shall specify the Project Costs that the

Sponsor may request for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.6. of this Agreement.

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a state land conservation organization being "the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, Maryland Department of Natural Resources, or another state organization approved by the RLB."

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

2.2. Grant Period. The "Grant Period" shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is eighteen (18) calendar months from the Effective Date, unless the Grant Period is extended by the Rural Legacy Staff in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. A Sponsor may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Sponsor shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Sponsor may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Sponsor and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Sponsor shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Sponsor shall receive from the Total Grant Amount following Sponsor's satisfaction of the terms of this Agreement.

3.5. Rural Legacy Program Review, Approval. A Sponsor shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law.

Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Sponsor shall make every effort to acquire the Eligible Property within forty-five (45) days.

3.6. Reimbursement. A Sponsor who acquires an Eligible Property may apply to the RLB for reimbursement of Project Costs in accordance with the Project Agreement and Section 6 of this Agreement.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program's Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the "Rural Legacy Manual"), as they may be amended from time to time, and as sometimes referred to herein collectively as the "Law."

Section 4. Conditions for Acquisition of Permitted Real Estate Interests.

4.1. Acquisition Activities. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties ("Acquisition Activities"). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a SLCO will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Sponsor shall contact any SLCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Sponsor shall submit the form of the proposed special warranty deed (the "Deed") to the RLB or its designee, any SLCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions, available from the Rural Legacy staff, or the Sponsor shall use the Sponsor's Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the "Easement

Form"). Any changes to the Easement Form shall be approved by the RLB or its designee, the SLCO, if any, and any Title Holder. As used herein, "Easement" shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests acquired under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders".

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO and any Title Holder. Any Title Holder, including but not limited to any SLCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract. The Sponsor shall use option contract or contract of sale forms (collectively, "Contract") approved by the RLB or its designee. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, any Title Holders, any SLCO, and the BPW, unless the Sponsor is willing to run the risk that the Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition

which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Sponsor, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4.), or (g) any exception unacceptable to any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Sponsor and any Title Holder with (b) any entity conveying such interest to the Sponsor and any Title Holder, the Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Sponsor, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Sponsor and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Sponsor, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Sponsor and any Title Holders or before any reimbursement for such acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement held by a SLCO which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. The Easement shall be in form and content acceptable to the RLB, any Title Holder and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to

be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

Sponsor may dispose of the Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1 Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse a Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2 Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4 Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1 ½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5 Advance Payment. The Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, a Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. A Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6 Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Sponsor shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years from the anniversary of the closing date. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1 INTENTIONALLY DELETED.

8.2. Annual Report. Sponsor shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement. The Sponsor's indemnification of the State of Maryland and all of its representatives under this Section is subject to the availability of funds appropriated by Carroll County, Maryland for such purpose. The County Commissioners of Carroll County, Maryland hereby agrees to use their best efforts to include a request in the Annual Budget and Appropriations Ordinance to appropriate funds in the event there is an indemnification cost to the Sponsor under this Section.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below:

A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;

C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

D. Terminate the Agreement in whole or in part;

E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

F. Debar the Sponsor from applying for future Program funds; and

G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other party.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, state and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. INTENTIONALLY DELETED.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. INTENTIONALLY DELETED.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:

_____
(Signature)

_____
(Print Name)

THE COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND:

BY: _____(SEAL)
Theodore J. Elder
President

DATE: _____

STATE OF MARYLAND
RURAL LEGACY BOARD:

BY: _____(SEAL)
Josh Kurtz
Chair, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 202__.

_____
Assistant Attorney General

Approved as to form and legal sufficiency
this _____ day of _____, 202__.

_____
County Attorney

ATTACHMENT A
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 1 of 3

The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:

   A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.

   B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.

   C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation

   A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.

   B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program

   A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.

   B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 2 of 3

4. Stewardship

   A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.

6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the annual reports required under section 8.1 and 8.2 of this Grant Agreement.

7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 3 of 3

values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights's, riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.

9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is eighteen (18) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.

10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.

11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.

12. Progress Reports. Sponsor shall make annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

ATTACHMENT C
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2027 RURAL LEGACY GRANT AGREEMENT

Page 1 of 1

Rural Legacy Area Bishopville-Showell	**FY 2027 Grant Award**
Sponsor's Name Worcester County Government	
Contact Name Katherine Munson, Planner	Contact Telephone Number 410-632-1220, ext 1302
Contact Address Worcester County Government 1 Market Street, Suite 1306, Snow Hill, Maryland 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed $325,000.00	

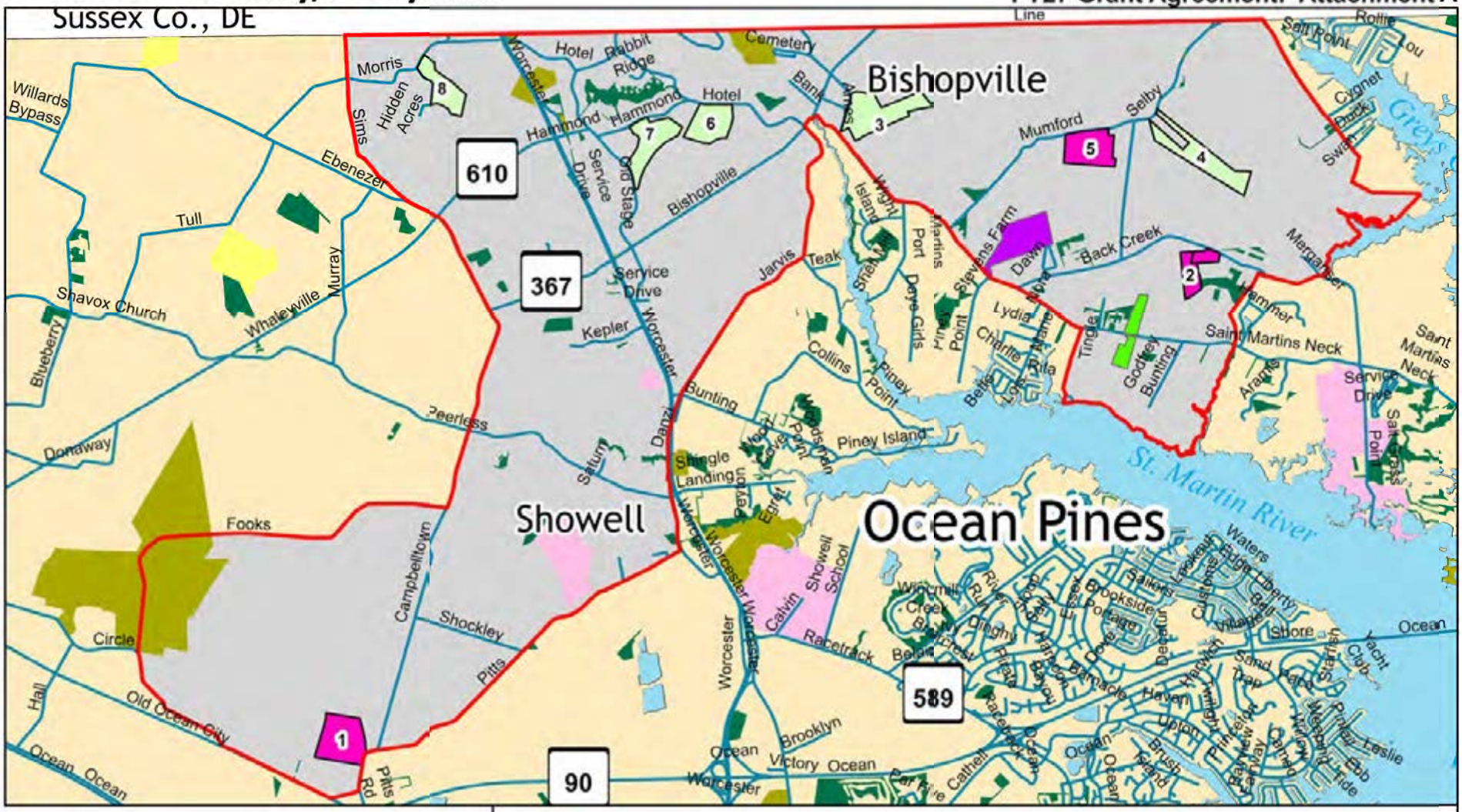
Rural Legacy Model Easement being used: Yes _X__ No ____ (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Holloway, William and Judy (#1)	9087 Pitts Street Berlin, MD 21811	1	Wo	14	91	23			58.7		X
Drew, Mark and M. Kathy (#2)	11828 Back Creek Road Bishopville, MD 21813	1	Wo	10	99, 100	15, 16			29.32		X
McCabe Brothers (#3)	Ames Road Bishopville, MD 21813	2	Wo	9	189	6			65.15		X
Benson, Glenn (#4)	Selby Road Bishopville, MD 21813	2	Wo	10	227	4			61.931		X
Jarman, Donna (#5)	Mumford Road Bishopville, MD 21813	1	Wo	10	224	2			50.34		X
Hammond, Thomas and Marie (#6)	Hotel Road Bishopville, MD 21813	2	Wo	9	142	4			42.10		X
Tingle, Edward and Harcum, Kathy (#7)	12938 Old Stage Road Bishopville, MD 21813	2	Wo	9	119	3			48		X
Justice, Lester and Kimberly (#8)	9406 Morris Road Bishopville, MD 21813	2	Wo	2	25	24			37.62		X

Bishopville-Showell Rural Legacy Area
Worcester County, Maryland

FY27 Grant Agreement: Attachment A



0 0.5 1 2 Miles

- RLA Boundary
- Pending Rural Legacy Easement
- Rural Legacy Easement

Proposed Acquisitions

- Priority 1
- Priority 2
- LSLT Easements

- WRP/WREP Easements
- State Lands
- Forest Conservation Easements

Map prepared by Worcester County, Environmental Programs
Data sources: MD DNR, LSLT and Worcester County
November 5, 2026

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
countyadmin@worcestermd.gov | www.worcestermd.gov

To: Worcester County Commissioners
From: Jennifer K. Keener, DRP Director
Department: DRP
Date: November 09, 2026
Subject: Request to Schedule Public Hearing - Rezoning Case No. 442

Summary:

Rezoning Case No. 442

Pin Oak Properties, LLC, applicant
Hugh Cropper, IV, Esquire, attorney for Pin Oak
Robert B. Riccio, Jr., applicant (Lot 1)

TAX MAP/PARCEL INFO: Tax Map 20, Parcel 290, Lots 1, 3, 5 & 6, Tax District 03

SIZE: The petitioned areas consist of 6.46 acres.

LOCATION: Pin Oak Drive, Berlin, MD, north of the intersection with Georgetown Road

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Requested Action: Schedule a Public Hearing

Alternatives:

Coordinated With:

Attachment(s): 1. Cover Memo 2. Draft Advertisement 2. Staff Report with Attachments

This item has been condensed for display on the County website. To request a copy of the full document, please contact County Administration at 410-632-1194.

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

MEMORANDUM

To: Worcester County Commissioners
From: Jennifer K. Keener, AICP, Director
Date: November 9, 2026
Re: Rezoning Case No. 442
Pin Oak Properties, LLC, applicant, Hugh Cropper, IV, Esquire, attorney for Pin Oak
Robert B. Riccio, Jr., applicant (Lot 1)

****

Action Requested: Schedule a public hearing on Rezoning Case No. 442.

Applicant Requested Hearing Date: Tuesday, December 15, 2026

On behalf of Pin Oak Properties, LLC, Mr. Cropper filed Rezoning Case No. 442 to rezone approximately 5.5 acres on Pin Oak Drive—Tax Map 20, Parcel 290, Lots 3, 5, and 6, Berlin—from the C-1 Neighborhood Commercial District to the C-2 General Commercial District. At its August 3, 2023, meeting, the Planning Commission reviewed the case and recommended approval, including rezoning the adjoining 0.96-acre parcel (Lot 1) to the C-2 District. The lot's owner, Mr. Robert B. Riccio, Jr., subsequently applied to join the case as a party. Following a public hearing on November 7, 2023, the County Commissioners denied the rezoning request.

The decision was appealed, and the case was remanded to the County Commissioners for additional findings of fact. An amended staff report is attached.

Public Notice:
Once the hearing date and time are confirmed, our department will post notice at the site and mail notices to adjoining property owners.

The amended staff report will also be posted, without attachments because of file-size limitations, on the County's interactive rezoning web map: https://worcestermd.gov/departments/drp/rezoning

Public Comment:
Written public comments received as part of the official record may be posted on the County website with names and addresses. Email addresses and phone numbers will be redacted for security reasons. Comments may be submitted in the following formats:

Emailed to: commissioners@worcestermd.gov and jkkeener@worcestermd.gov
Mailed to: Jennifer Keener, 1 West Market Street, Room 1201, Snow Hill, Maryland 21863

WORCESTER COUNTY
NOTICE OF PUBLIC HEARING

The Worcester County Commissioners will conduct a public hearing and will receive public comment on the following map amendment on **Tuesday, December 15, 2026, at _____ AM** in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland:

Rezoning Case No. 442, filed by Hugh Cropper on behalf of Pin Oak Properties, LLC, property owner, and amended to include Robert B. Riccio, Jr. as applicant, for an amendment to the Official Zoning Maps to change approximately 6.46 acres of land located on the east side of Worcester Highway (MD Route 113), north of Georgetown Road, Berlin, in the Third Tax District of Worcester County, Maryland, from C-1 Neighborhood Commercial District to C-2 General Commercial District.

A copy of the file on Rezoning Case No. 442 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are available to view online at www.worcestermd.gov or during normal business hours at the Department of Development, Review and Permitting, One West Market Street, Room 1201, Snow Hill, MD.

THE WORCESTER COUNTY COMMISSIONERS

AMENDED

STAFF REPORT

REZONING CASE NO. 442

Public Comment:
Written public comments received as part of the official record may be posted on the County website with names and addresses. Email addresses and phone numbers will be redacted for security reasons. Comments may be submitted in the following formats:

Emailed to: commissioners@worcestermd.gov and jkkeener@worcestermd.gov
Mailed to: Jennifer Keener
1 West Market Street, Room 1201
Snow Hill, Maryland 21863

Due to recent email scams by an individual impersonating a County employee alleging that unanticipated fees are owed, please know that Development Review and Permitting (DRP) will never require payment by wire transfer. If you receive such an email or call, contact DRP directly at 410-632-1200, and staff will be glad to assist you.

TAX MAP/PARCEL INFO: Tax Map 20, Parcel 290, Lots 1, 3, 5 & 6, Tax District 03

SIZE: The petitioned areas consist of 6.46 acres.

LOCATION: Pin Oak Drive, Berlin, MD, north of the intersection with Georgetown Road

CURRENT USE OF PETITIONED AREA:
Lot 1 is currently improved with a single-family dwelling and residential accessory structures.
Lot 3 is currently improved with a 10,000 square foot contractor shop development.
Lots 5 and 6 are currently vacant.

INITIAL PLANNING COMMISSION RECOMMENDATION: The initial request was filed by Hugh Cropper on behalf of Pin Oak Properties, LLC, encompassing Lots 3, 5 & 6. During its review, the Planning Commission provided a favorable recommendation for the petitioned area to be rezoned from C-1 Neighborhood Commercial District to C-2 General Commercial District. The Planning Commission's recommendation included rezoning the adjoining Lot 1, owned by Robert B. Riccio, Jr. Prior to the public hearing with the Worcester County Commissioners, Mr. Riccio filed an application to be a party to the requested rezoning, however he was not in attendance at the hearing to testify on the rezoning of this lot. A copy of the original staff report and Planning Commission Findings of Fact are included as Staff Attachment #1.

INITIAL PUBLIC HEARING: On November 7, 2023, the Worcester County Commissioners held a public hearing on Rezoning Case No. 442, requesting a C-2 General Commercial District designation based on a mistake in the zoning of the property during the 2009 Comprehensive

Rezoning. The County Commissioners voted to deny the requested map amendment and retain the C-1 Neighborhood Commercial District designation. Mr. Cropper, on behalf of Pin Oak Properties, LLC, appealed the decision, and the case was ultimately remanded back to the County Commissioners for further consideration. A copy of the original County Commissioners Findings of Fact is attached as Staff Attachment #2. The Public Hearing Transcript is attached as Staff Attachment #3.

ACTION REQUESTED: The County Commissioners must make findings of fact on the requested C-2 General Commercial District zoning classification.

CURRENT ZONING CLASSIFICATION: C-1 Neighborhood Commercial District.

As defined in the Zoning Code, this district is intended to provide for convenient commercial areas strategically based to serve the day-to-day shopping and service needs of the local neighborhood. Designed to serve populations of one thousand or more within an approximate five- to ten-minute travel time, this district shall be limited to small-scale commercial operations of far less intensity than those provided for in the C-2 General Commercial District and C-3 Highway Commercial District. The scale and design of these neighborhood commercial uses should complement the scale and design of the existing neighborhood in which they are located and blend visually into the surrounding community.

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District.

As defined in the Zoning Code, this district is intended to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

DISCUSSION:

1964 Zoning: B-2 General Business District

- The single-family dwelling located on Lot 1 of the petitioned area was constructed in 1976 as a display model.
- The Douglynne Woods Section I subdivision plat was recorded on April 26, 1977.

1978 Zoning: B-2 General Business District
This zoning district extended from the petitioned area south into the area adjacent to the Town of Berlin between US 50, US 113 and Old Ocean City Boulevard. Industrial zoning could be found to the southeast on the westerly side of US Route 113, incorporating what is now the County Roads facility, and south into the area adjacent to the Town of Berlin. Tax Maps 20 and 25 (1978) are included as Staff Attachment #4.

- Lot 1: In 1983, the model home on Lot 1 was converted to a professional office, with an addition constructed in 1985.

- Lot 3: In 1987, the contractor shop/ warehouse was approved by the Planning Commission for pool sales and supplies for a total gross floor area of 7,665 square feet. Permits were subsequently issued in 1988. This zoning district permits contractors shops by right with no maximum gross floor area limitations.

1992 Zoning: B-1 Neighborhood Business District
The zoning for this area, along with many other commercial properties, was revised because of the findings of the 1989 Comprehensive Plan that had concerns that the prior Plan was not sufficiently regulating development. Areas such as the petitioned area and Friendship corner (the area around Friendship Road and MD Route 575) were downzoned from B-2 General Business District to B-1 Neighborhood Business District. Other former B-2 areas were further downzoned to A-1 Agricultural District, such as the parcels south of Douglynne Woods to US Route 50. Excerpts from the 1989 Comprehensive Plan state (Staff Attachment #5):

- The "**increase in residential and commercial activity in the unincorporated portions of the County has raised concerns about the effectiveness of the 1976 Comprehensive Plan and Land Use regulations as guides for new development**" (page 1).
- The "four incorporated municipalities…are in a particularly good position to economically absorb new growth. Public services can next best be provided to locations adjacent to these areas of existing public service. The cost of providing public service in areas distant from existing public service is high. **This comprehensive plan recognizes these public services costs and suggests that future development be located in areas near existing development zones.** Development beyond these areas should expect lower levels of public services" (page 13).
- Land Use Objective: "**Implement the Comprehensive Plan's goals, objectives, and recommendations through the use of effective zoning**…"(page 15).

Under the 1992 B-1 District regulations, contractor shops were limited to 5,000 square feet of gross floor area. Therefore, Lot 3 became nonconforming with respect to overall square footage upon the 1992 comprehensive rezoning. The existing development had been approved for 7,665 square feet (Staff Attachment #6).

A text amendment was adopted in January 1998 to increase the maximum square footage for contractor shops to 10,000 square feet (Bill No. 97-21, Staff Attachment #7). Upon passage of this amendment, the development on Lot 3 became conforming again.

In 2008, the Planning Commission approved the redevelopment and expansion of the contractor shop for Sens Mechanical up to the maximum gross floor area of 10,000 square feet.

Relative to Lot 1, notes indicate that the building was used as a professional office and residence around 1996.

2009 Zoning: C-1 Neighborhood Commercial District
The 2006 Comprehensive Plan (Staff Attachment #8) noted that “designated commercial lands far outstrip the potential demand for such lands” (page 62). It has an emphasis on community,

recommending that "local commercial services should be built into new and expanded community plans" (page 62). The Plan identifies three scales of commercial centers, with neighborhood commercial containing mixed uses and "blend visually into the surrounding community" (page 17) and "mixed-use commercial, office and residential development" (page 60) which is reflective of the existing Douglynne Woods subdivision. Aerials of the neighborhood with and without zoning overlays are attached as Staff Attachment #9.

During the drafting of the 2009 comprehensive zoning code update, contractors shops were removed from the C-1 District regulations, creating a legal nonconformity (Staff Attachment #10). Following public comments submitted during the initial public hearing of the draft code, the Planning Commission had a work session to review in detail the existing B-1 District and proposed C-1 and C-2 District regulations, as well as the maps of areas where C-1 was proposed. Minutes from the July 23, 2009, Planning Commission work session and a list of establishments reviewed are attached as Staff Attachment #11.

The historical use of the property as a contractor shop was known as the project had been redeveloped in 2008 and was on staff's list of establishments reviewed at the July 23, 2009, Planning Commission work session. The applicant can still operate the contractor shop as a legally existing nonconformity. In fact, the current owner obtained Board of Zoning Appeals approval in 2010 to expand the nonconforming use and request a variance. A copy of the opinion is included as Staff's Attachment #12.

The applicant is not deprived of all economically viable use of the property. While the applicant's testimony at the initial public hearing indicated that the property owner's contractor shop was limited to 2,500 square feet by right or 5,000 square feet by special exception, this information was incorrect as that limitation applies to a retail or service use, not a contractor shop. Additionally, a self-storage use is a permitted use, though there are limitations on the maximum size of the building and individual units per parcel. The applicant (Pin Oak) testified that this is what they want to do on the property, and a site plan was preliminarily reviewed by the Technical Review Committee in May 2023 but never moved forward.

Relative to Lot 1, it appears that the structure is used as a single-family dwelling with a dilapidated accessory building. No rental license has been issued for this property. No testimony was provided during the County Commissioners public hearing in support of the rezoning for this lot.

FINDINGS OF FACT:

1. **Regarding the definition of the neighborhood:** Since the requested zoning is based on a mistake in zoning, there is no defined neighborhood.

2. **Relating to population change.** There has not been significant population change within the vicinity of the petitioned areas. Within the Douglynne Woods subdivision and the surrounding residential area along Georgetown Road, new construction has primarily been limited to infill development on existing residential lots.

3. **Relating to availability of public facilities.** The petitioned areas are in the S-6/ W-6 (no planned service) category in the Master Water and Sewerage Plan and therefore are limited to on-site septic and wells.
    - The Planning Commission found that there was very poor soil on the petitioned area, which would prevent the establishment of uses associated with the day-to-day shopping and service needs of the local neighborhood.
    - Such soil limitations would similarly limit uses in the C-2 District, therefore supporting low-impact, smaller sized commercial facilities in the C-1 District as more appropriate than the C-2 District uses.

4. **Relating to present and future transportation patterns.** The petitioned area has access to Pin Oak Drive, a County owned and maintained roadway. Lots 1 and 3 have road frontage, but no direct access, on Worcester Highway (US Route 113), a state-maintained arterial highway. In their initial review, the Maryland Department of Transportation State Highway Administration (MDOT SHA) stated that they would evaluate any potential development of the property and require access permits as may be applicable. The Planning Commission did not make any additional findings.
    - In their testimony to the Planning Commission, the applicant stated that the petitioned area is located on a busy highway with no pedestrian facilities.
    - Staff would note that not all the petitioned areas front on US Route 113, and access to the lots would be from Pin Oak Drive via Georgetown Road. On Georgetown Road, there is approximately 100 feet between Pin Oak Drive and US Route 113. County Roads did not provide comment on the proposed rezoning to determine how an intensification of the zoning could impact traffic patterns at these intersections.
    - The applicant also testified to the Worcester County Commissioners that the petitioned area was isolated, both visually and physically from US Route 113. This statement supports the fact that the petitioned area was meant to serve the local community needs under a C-1 District designation, rather than a larger population as a commercial center under the C-2 District designation.

5. **Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.**
    - The Planning Commission found that a C-2 designation would be compatible with existing and proposed development in the area, and that it would not have a larger impact on environmental regulations, as there was already a contractor shop on a portion of the petitioned area.
    - During the public hearing before the Worcester County Commissioners, it was noted that the petitioned area was part of the Douglynne Woods subdivision, which is a neighborhood consisting of single-family residential lots, multi-family apartments and commercial lots. Additionally, two of the lots (5 and 6) that are part of the petitioned area are currently vacant. Therefore, the C-1 District zoning is compatible with the existing and planned development in the area.

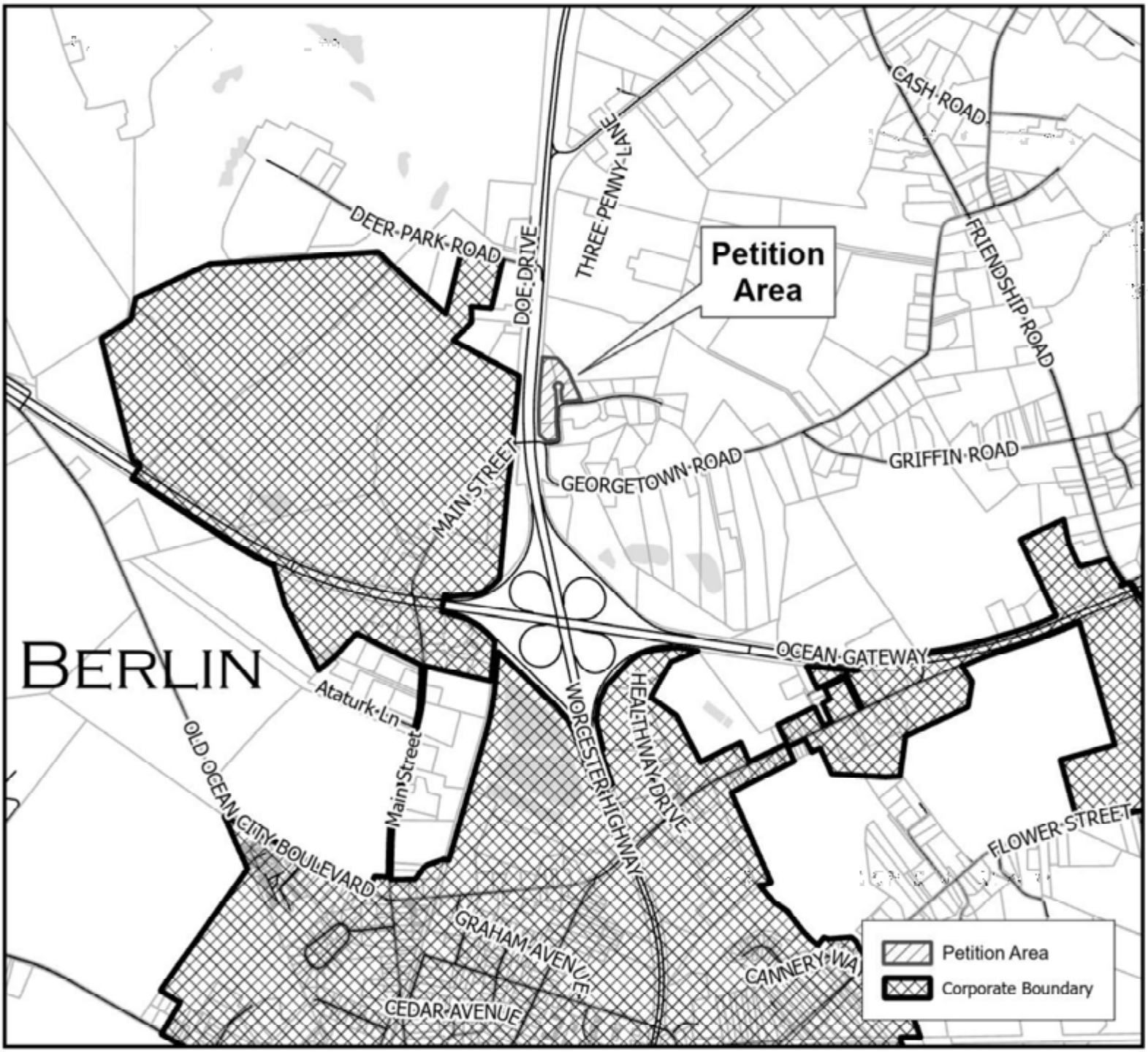
- The Planning Commission found that the rezoning would resolve one of the existing nonconforming uses (contractor shop) making it more consistent with the C-2 District. During a comprehensive rezoning process, it is generally accepted that there will be some nonconforming uses created because of changes in policy. The creation of a nonconformity is not an indication that a mistake of fact was made in the zoning classification when it was done consistent with the Comprehensive Plan.
- The Worcester County Commissioners also found that despite the nonconforming uses, they may continue to operate a contractor shop as a legally existing nonconformity. The Zoning Code permits their continued operation and establishes certain provisions for expansion or redevelopment of the nonconforming use. The applicant obtained such approval from the Board of Zoning Appeals in 2010 for an expansion to the contractor shop.
- Additionally, the applicant had testified to their desire for self-storage facilities; this use is permitted in the C-1 District, with limitations on the maximum size of the overall building and individual units. In fact, the applicant had submitted site plans for preliminary consideration by the Technical Review Committee in May 2023 for this very use, though the project did not move forward. Therefore, the applicant is not completely deprived of the economically viable use of the petitioned areas.

6. **Relating to compatibility with the Comprehensive Plan.**
   - The Planning Commission found that the Comprehensive Plan and associated land use map took a broad-brush approach in this area. The current land use designation is Agriculture (2006 and 2026 Land Use Maps), though there are uses of other intensity such as the County Roads barn on the westerly side of US Route 113 and the Town of Berlin municipal boundaries.
   - As identified above, the applicant testified to the Worcester County Commissioners that the petitioned area was isolated, both visually and physically from US Route 113. Under the 2006 Comprehensive Plan, “neighborhood commercial uses are intended to blend visually into the surrounding community” rather than have high visibility like the C-2 District uses (Page 17). This consideration was carried forth into the 2026 Plan on Page 4-5.
   - The 2006 Plan further states that the “[c]ommercialization of US 113 beyond its current zoning would also pose significant potential problems” as it relates to transportation impacts and stresses the importance of planning for commercial development (amount, location and design) to maintain road capacity (Page 82). The statements in the plan were made after the dualization of US Route 113 of the northerly segments were completed and were carried forward in the 2026 Plan (Page 10-18). Therefore, changing the zoning to C-2 District would be inconsistent with both the 2006 and 2026 plan’s conclusions that zoning intensification along US Route 113 is problematic.

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

LOCATION MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

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Feet

Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

AERIAL IMAGERY



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

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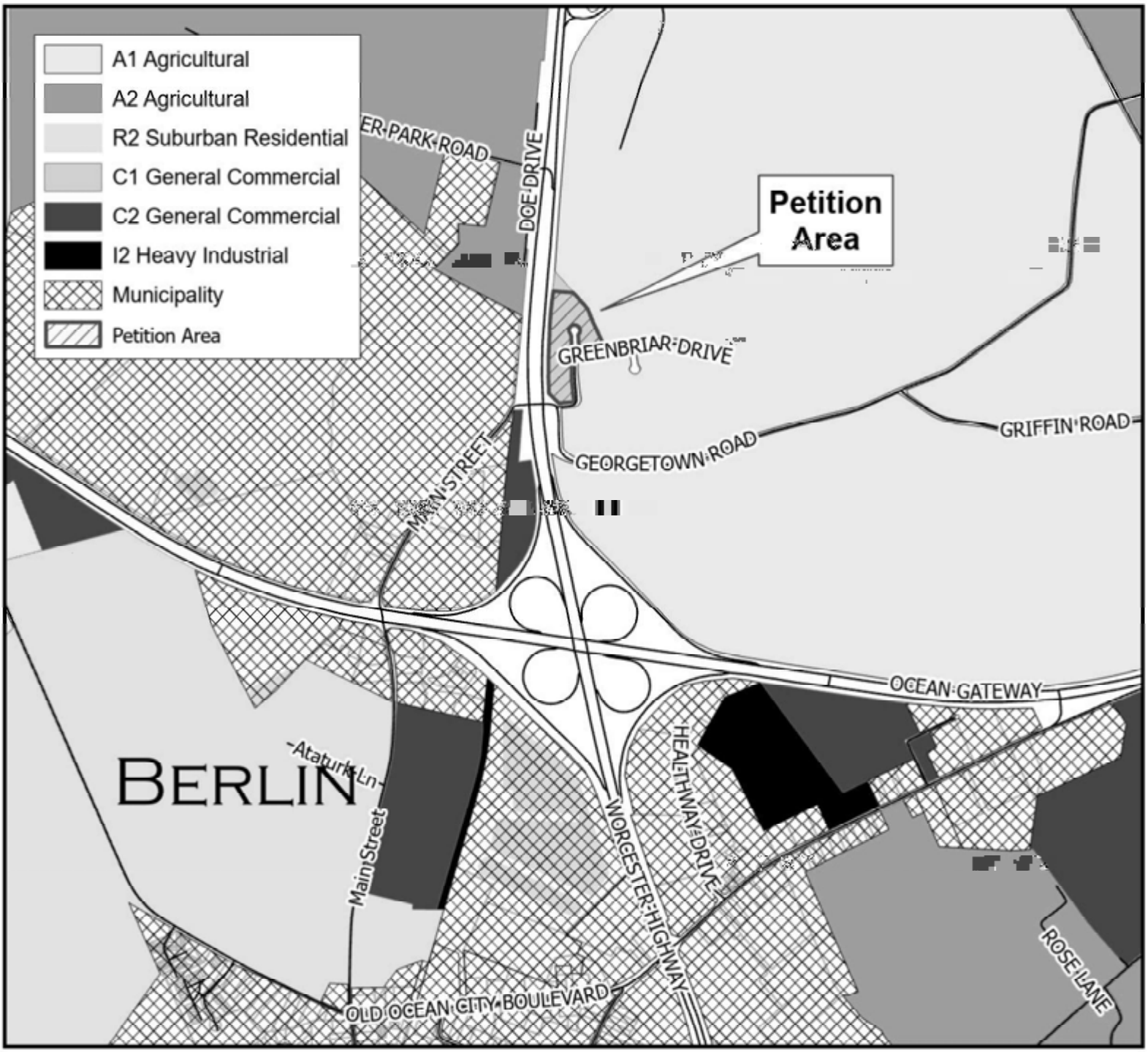
Source: 2024 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

ZONING MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

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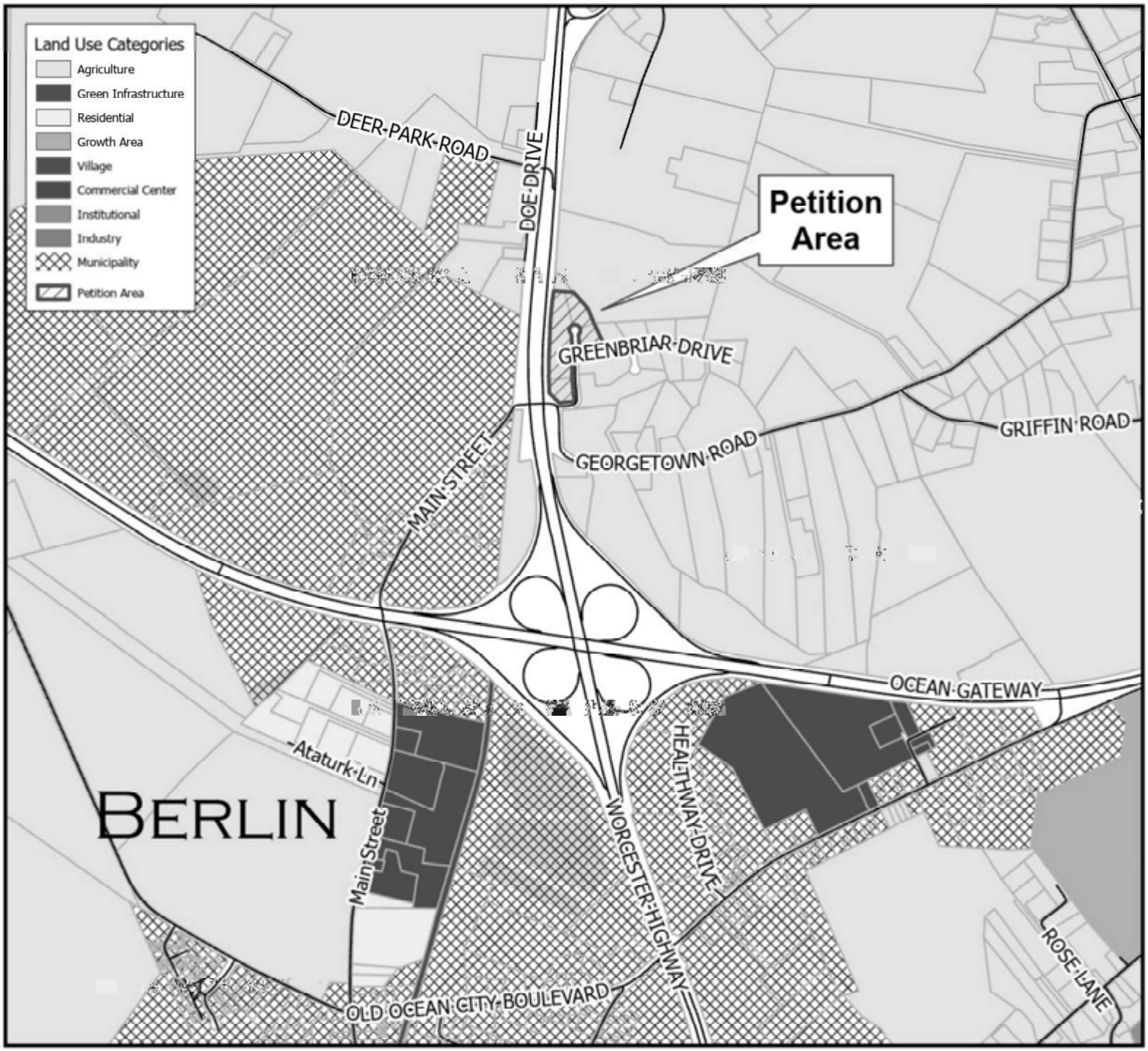
Source: 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

LAND USE MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services - Prepared October 2026

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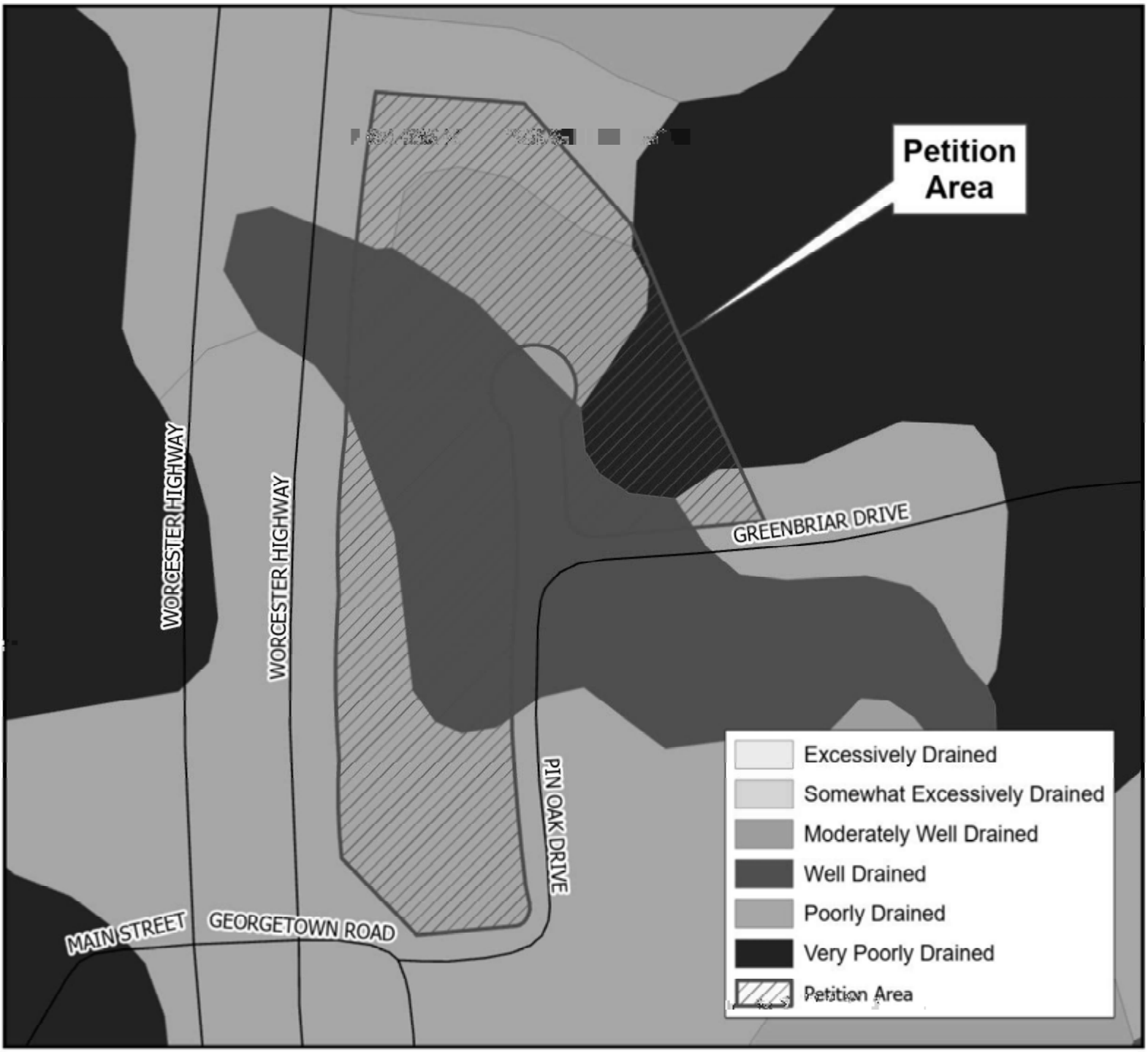
Source: 2026 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

SOILS MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

0 100 200
Feet

Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

HYDRIC SOILS MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

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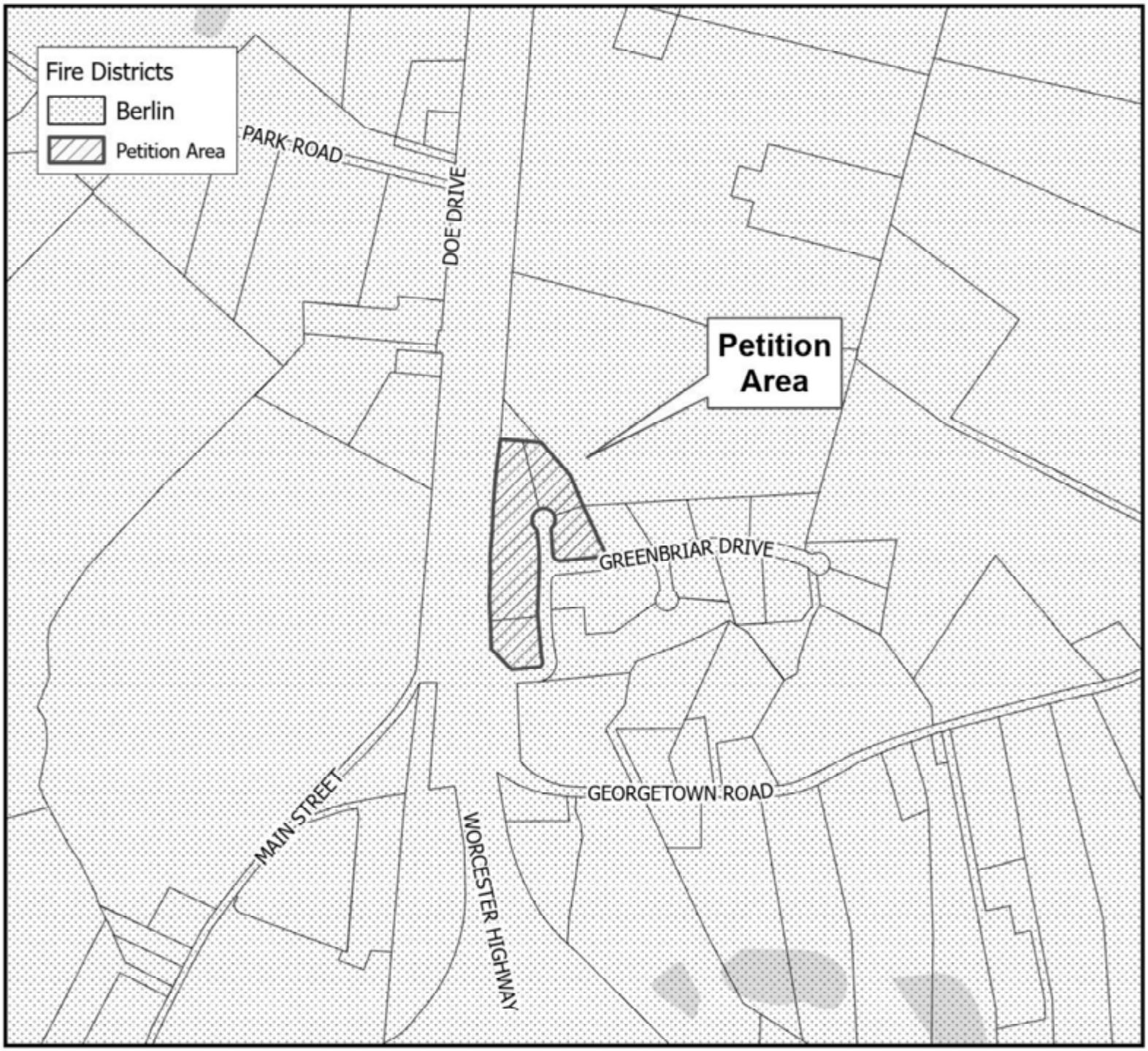
Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

FIRE DISTRICT MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

0 500 1,000
Feet

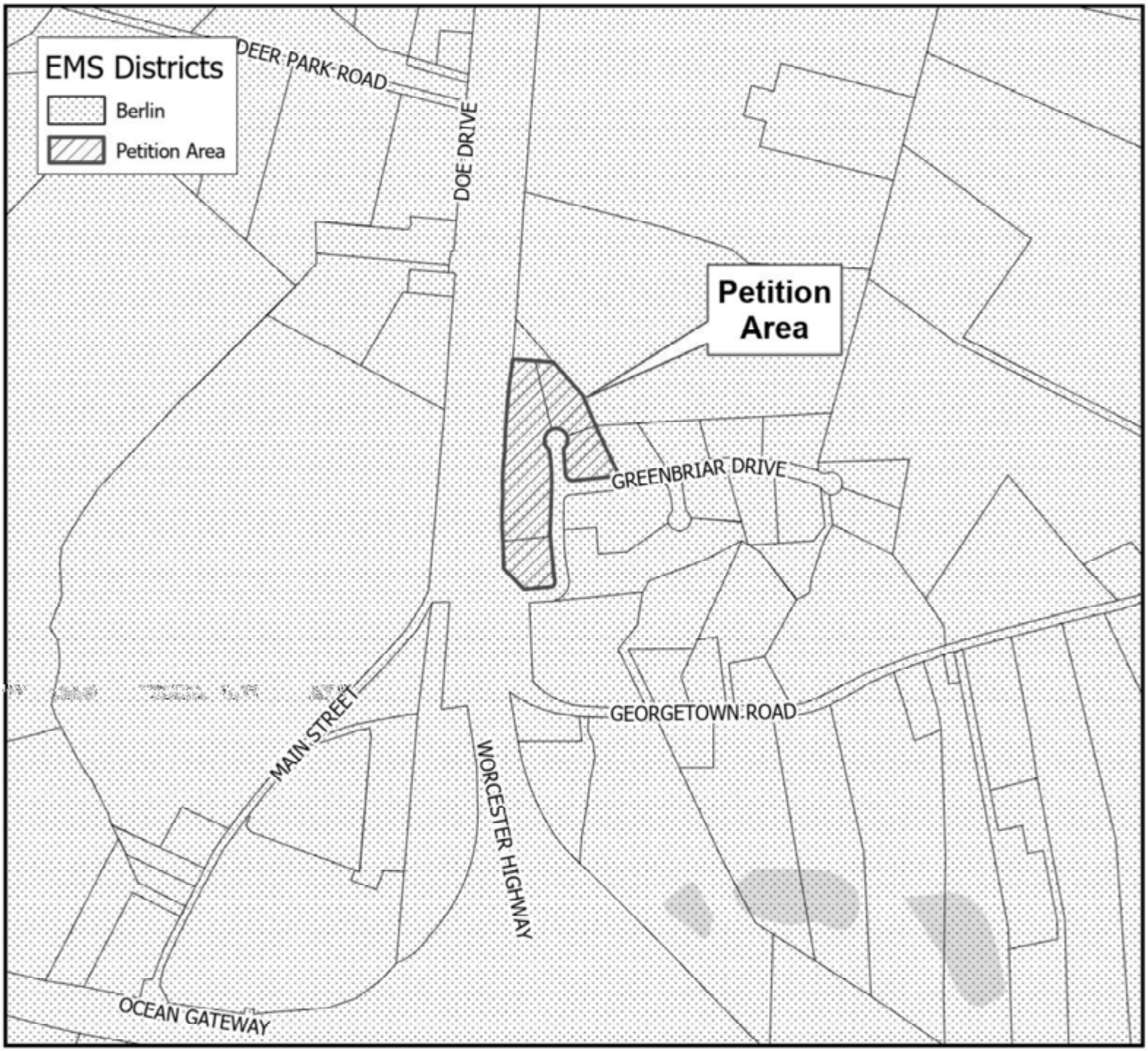
Source: GIS Public Safety Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 442
C-1 Neighborhood Commercial to C-2 General Commercial
Tax Map: 20, Parcel 290, Lot 1, 3, 5 and 6

EMS DISTRICT MAP



DEPARTMENT OF INFORMATION TECHNOLOGY
GIS Services Division - Prepared August 2026

0 500 1,000
Feet

Source: GIS Public Safety Layers
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Drawn By: KLH Reviewed By: JKK