

Anne Arundel County Public Schools

Agenda for: September 21, 2022

Exhibit Attached Y  N

AGENDA ITEM FOR THE BOARD OF EDUCATION

Information September 21, 2022
Action (Preferred Date)
Review (Absolute Date)

STAFF PRESENTATION: YES NO

FISCAL IMPACT: YES NO

BUDGETED: YES NO

DOLLAR AMOUNT: \$3,252,000

BUDGET SOURCE: Capital Budget

SUBJECT:

FY2023 Supplemental Capital Budget Appropriation

BACKGROUND:

Supplemental funding allocations have been approved by the Maryland Center for School Security (MCSS) for a grant, the FY2023 School Safety Grant - \$792,000, by the Maryland Energy Administration (MEA) for a grant, the FY2022 Maryland Anchor Customer Grant - \$1,250,000, and by the Interagency Commission on School Construction (IAC), for the FY2023 Healthy School Facility Fund - \$1,210,000.

DISCUSSION:

This budget supplemental requests that \$792,000 of additional funding be appropriated to the Board of Education E class project E538100 – Security Related Upgrades, that \$1,250,000 of additional funding be appropriated to the Board of Education E class project E538300 – Maintenance Backlog, and that \$1,210,000 of additional funding be appropriated to the Board of Education E class project E538400 – Roof Replacement.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends approval of the FY2023 Supplemental Capital Budget Appropriation for the Security Related Upgrades, Maintenance Backlog, and Roof Replacement submissions to the County Executive and County Council.



Interagency Commission  
on School Construction

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## Funding Approvals for FY 2023 Healthy School Facility Fund

IAC Approvals Made on September 8, 2022  
**September 14, 2022**

**BALTIMORE, MD** - Funding for 25 school construction projects through the Healthy School Facility Fund were approved by the IAC at its September 8, 2022 meeting.

The **Healthy School Facility Fund (HSFF)** program is a competitive-grant program that follows mandates established in law by the General Assembly. The statute requires that the IAC allocate funds appropriated to the program to the highest priority eligible projects until the funds have been exhausted. Information about program procedures and prioritization is available [on the IAC website](#). For FY 2023, there was a total of \$90 million of available funding, including \$50 million from general obligation bonds and \$40 million from Federal American Rescue Plan Act (ARPA) funding. Of that, statute requires that half be reserved for projects in Baltimore City, which has a separate application process that will close on November 30, 2022, after which point the allocations pertaining to Baltimore City will be made.

For FY 2023, excluding Baltimore City, the IAC received applications for 110 projects totaling \$134.7 million and was able to fund 25 projects totaling \$45 million (22% of requested projects by count and 33% of requested projects by funding), which exhausted the funding available for the Local Education Agencies. The list of awarded projects is available [on the IAC website](#).

Approved HSFF projects are required to be encumbered by June 1, 2024 and substantially expended by October 1, 2024. The last day to submit reimbursement requests is May 1, 2025.

# MARYLAND CENTER for SCHOOL SAFETY

9/1/2022

## GRANT APPROVAL NOTICE

Maryland Center for School Safety  
C/O: Maryland State Department of Education  
200 W. Baltimore Street  
Baltimore, MD 21201

**Lisa Seaman-Crawford**  
**Board of Education of Anne Arundel County**  
**9034 Fort Smallwood Road**  
**Pasadena, MD 21122**

RE: FY2023 School Safety Grant Program - CIP

Dear Lisa Seaman-Crawford,

This letter is to notify you that the application for the FY2023 School Safety Grant Program has been **fully approved** in the amount of **Seven Hundred Ninety-Two Thousand Dollars [\$792,000]**. This funding is to cover the cost of construction of guided entrance security vestibule to provide controlled access to the front of the school building. The project is approved for all eight elementary and middle schools listed on the *Project Request form* that was submitted with your application.

The effective date for the FY2023 School Safety Grant Program (SSGP) is from July 1, 2022 to December 30, 2023. Final invoice(s) or reimbursement request(s) related to this grant shall be submitted no later than 45-days after the end of the grant performance period.

The Maryland Center for School Safety will submit this approval into the State Department of Education, Notice of Grant Award (NOGA) system. This process may take a few weeks, but once completed, you will receive a letter requiring signatures for an official grant award.

Additionally, a detailed bi-annual progress report is required. The report should describe the status of the project as well as any significant events that have an impact. It should also compare actual project accomplishments to the project timeline submitted during the application process. If there are any deviations from what was originally provided, grantee shall provide justifications for the deviations. A final project report is also required at the end of the performance period, with before and after photos where applicable. For reimbursement requests, please visit the [MCSS website](#) to access the Reimbursement Request form and other Post Award grant forms. Please contact the MCSS Grants Unit at [mcss.mc@maryland.gov](mailto:mcss.mc@maryland.gov) with any questions related to this grant.

Sincerely,

MCSS Grants Review Team  
Maryland Center for School Safety  
Email: [mcss.mc@maryland.gov](mailto:mcss.mc@maryland.gov)

cc: Heather Spielman



410-281-2335 | [schoolsafety.maryland.gov](http://schoolsafety.maryland.gov) | [school.safety@maryland.gov](mailto:school.safety@maryland.gov)

# LEGISLATIVE REQUEST FORM

**Please email completed form to:**

- (1) Greg Swain – copy Lori Blair Klasmeier, Peggy Reese & Pamela Groves
- (2) Matthew Power – copy Sandra Ballard
- (3) Peter Baron – copy Luke Graves

DATE OF REQUEST: OCTOBER 13, 2022

TITLE OF PROPOSED LEGISLATION: CAPITAL BUDGET AND PROGRAM – SUPPLEMENTAL APPROPRIATIONS FOR BOARD OF EDUCATION

DEPARTMENT: OFFICE OF THE BUDGET, BOARD OF EDUCATION

CONTACT PERSON: NAOMI MCALLISTER

OFFICE OF LAW CONTACT (IF KNOWN): KELLY KENNEY

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**Summary or Request (including justification, urgency, prior introductions, etc.):**

This legislation amends the Approved FY23 the Capital Budget and Program by recognizing additional grant funding from the several state agencies. This budget supplemental requests

- \$792,000 of additional funding be appropriated to the Board of Education E class project **E538100 – Security Related Upgrades** from the Maryland Center for School Security (MCSS)
- \$1,250,000 of additional funding be appropriated to the Board of Education E class project **E538300 – Maintenance Backlog** from the Maryland Energy Administration (MEA)
- \$1,210,000 of additional funding be appropriated to the Board of Education E class project **E538400 – Roof Replacement** from the Interagency Commission on School Construction (IAC)

**Exhibits attached pertaining to legislation:** *AACPS Agenda Item Request, Maryland Center for School Safety Grant Program for FY23, Maryland Anchor Customer Grant for FY22 & Grant Agreement, and IAC Healthy School Facilities Fund for FY23*

**Other Departments, Groups, Organizations and/or Persons Impacted:** *BOE, Office of Budget*

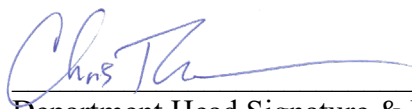
**Summary of Outreach and Solicitation of Comments Conducted:**

**Fiscal Impact Anticipated:** Yes:  X  No: \_\_\_\_\_

**If “Yes”, please explain:** *Increase grant funding on the above mentioned capital projects thereby increasing the level of appropriation.*

**Requested Introduction Date:** As soon as possible

**Additional Comments, if necessary:** None

 10/13/2022  
Department Head Signature & Date

CAO Comments:

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CAO Signature & Date

**MARYLAND ANCHOR CUSTOMER  
GRANT AGREEMENT**

**STATE OF MARYLAND  
MARYLAND ENERGY ADMINISTRATION**

1800 Washington Boulevard, Suite 755  
Baltimore, Maryland 21230

hereinafter “MEA”

and

**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY**

2644 Riva Rd  
Annapolis, MD 21401

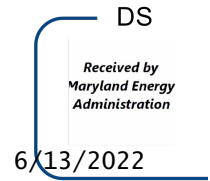
hereinafter “Grantee”

**PREMISES**

The Maryland Energy Administration administers the Strategic Energy Investment Program set forth in Sections 9-20B-01 et seq. of the State Government Article as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. MEA has established a program known as the “Anchor Customer Grant Program” (the “Program”) pursuant to the terms of Maryland Public Service Commission Order No. 88631, issued on April 4, 2018, in Case No. 9449. The purpose of the Program is to assist with energy projects that help to promote natural gas distribution in the State of Maryland, including investing in assets that distribute natural gas to new customers, re-integrate previous customers who no longer use natural gas service, or benefit existing customers who are not presently utilizing their natural gas infrastructure.

MEA issued a notice of grant opportunity for the Program on September 30, 2021, for Maryland Anchor Customers (“ANCHOR”) to assist with energy projects that help to promote natural gas distribution in the State of Maryland, including investing in assets that distribute natural gas to new customers, re-integrate previous customers who no longer use natural gas service, or benefit existing customers who are not presently utilizing their natural gas infrastructure.

Under the Program, applications meeting the requirements for eligibility were considered on a competitive basis. The following evaluation criteria were utilized to determine eligibility: completeness of application; amount of natural gas consumption vs. the baseline for existing dwelling and/or other asset(s); the energy commodity to be replaced or (likely) to be avoided in new construction scenarios; geographic distribution of Program grants, economic and workforce development impacts resulting from the project; air quality improvements for the immediate surrounding community; energy grid resiliency hardening and community energy profile resiliency hardening; reliability or resiliency concerns addressed by the project for the



organization or community served; benefits to Maryland Public Schools; the displacement of diesel or gasoline trucks or diesel marine vessels as a primary means of energy delivery as a result of the project and, and the scope of jobs expected to be created as a result of the Program Grant.

Grantee submitted a grant application to MEA (the “Application”) for funding to support the upgrade to Wiley H Bates Middle School from heating oil to natural gas. The grantee has also identified up to seven additional schools that are feasible conversions over the next couple of years. All of these sites are feasible according to BGE and in all cases fiscally advantageous for AACPS based on heating oil rates (the “Project”). The Application estimates that the Project expects to displace oil delivered by nine trucks per year or up to 13 deliveries per year at Bates MS.

MEA has evaluated Grantee’s Application and supporting documents and has selected Grantee to receive an award under the Program as defined herein, subject to Grantee installing and commissioning the approved Project and complying with all requirements, terms, and conditions of this Agreement and the Grant Program.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. Purpose of the Grant

The purpose of the Grant is to provide funding, consistent with Section 2 of the Agreement, to assist with converting Wiley H Bates Middle School from heating oil to natural gas and identified seven schools across the County from heating oil #2 fired water heaters to new natural gas fired water heaters, which are new, cleaner, and more resilient. (“the Project”).

2. Project Description

- A. Grantee shall design, develop, and implement the measures and purchase the components required to carry out the Project.
- B. The Project shall include cost effective measures that directly contribute to energy reductions and/or facilitate energy conservation behavioral practices, when applicable.

3. Costs Eligible for Reimbursement

- A. Only costs directly related to the installation and construction of the Project are eligible for reimbursement.
- B. Grant funds may be used for the direct costs required to carry out each Project component activity in Attachment B of this Agreement.
- C. Only those costs and expenditures incurred by Grantee for the installation, implementation, construction, and commissioning of the Project, as defined in Section 1

of this Agreement, are eligible for reimbursement under this Agreement (“Reimbursable Costs”).

- D. Administrative costs are not considered Reimbursable Costs under this Agreement. Expenditures incurred before the Effective Date of the Agreement, as defined in Section 2.B. of the General Provisions (Attachment A), are not Reimbursable Costs under this Agreement.

4. Amount and Duration of the Grant

A. Award Amount.

- i) The grant award shall not be greater than **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).**

B. Project End Date.

- i) Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all Project activities by no later than December 27, 2024, and shall submit all reporting documents to MEA within 60 days of completion but by no later than February 27, 2025.

5. Reporting Requirements and Reimbursement

A. Reporting

- i) Within 90 days of the Effective Date of this Agreement, Grantee shall submit to MEA for approval a proposed timeline for the completion of the Project. Grantee shall use a Gantt chart or similar Excel diagram and shall highlight the activities (tasks or events) displayed against time.
- ii) On a quarterly basis, Grantee shall complete and submit to MEA a copy of the Grant Project Progress Report provided in Attachment B to this Agreement no later than 30 days after the end of the quarter being reported.
- iii) Grantee shall begin Project reporting within thirty (30) days of the Effective Date of the Agreement as set forth in Section 2.C. of the General Provisions (Attachment A) and shall continue until the Grant Funds have been completely expended or Grantee has notified MEA in writing that no additional funding will be requested under the Grant, whichever is later.

B. Reimbursement

- i) Consistent with Sections 8 and 9 of the General Provisions and upon verification of a Grant Expenditure Report and Invoice submitted by Grantee, MEA will reimburse Grantee for Reimbursable Costs included in Grantee's request for reimbursement.
- ii) To request reimbursement, Grantee shall submit to MEA a complete and accurate copy of the Grant Expenditure Report and Invoice (Attachment B) and all associated supporting documentation, including but not limited to vendor, contractor, and/or subcontractor invoices, receipts, and/or bills of sale and timekeeping records.
- iii) Consistent with Section 5 of the General Provisions (Attachment A), Grantee shall submit reporting information required by the Agreement to the MEA Program Manager indicated in Section 5 of this Agreement.

6. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

**Emma Stoney**  
**Program Manager**  
**Maryland Energy Administration**  
**(410) 382-1605**  
**emma.stoney@maryland.gov**

**(Or any other person as may be designated by the Director of MEA)**

**Aleksy Szachnowicz**  
**Chief Operating Officer**  
**Board of Education of Anne Arundel County**  
**ASzachnowicz@AACPS.org**

7. General Provisions

The General Provisions of the Agreement set forth in Attachment A are incorporated and made part of this Agreement.

THIS AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

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



**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY**

DocuSigned by:  
By: Aleksy L. Szachnowicz Date: 6/9/2022  
Aleksy Szachnowicz  
Board of Education of Anne Arundel County

**MARYLAND ENERGY ADMINISTRATION**

DocuSigned by:  
By: Mary Beth Jung Date: 6/9/2022  
Mary Beth Jung, Ph.D., Esq.,  
Director

Approved for Form and Legal Sufficiency

This 8th day of May, 2022

DocuSigned by:  
By: Sandra Melmore  
Assistant Attorney General

#### Item 4. FY 2023 Healthy School Facility Fund Approval of Project Applications

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**Motion:**

To approve Fiscal Year 2023 Healthy School Facility Fund (HSFF) project allocations totaling \$45 million.

**Background Information:**

Funding through the HSFF program is distributed to projects that improve the environmental health of Maryland's public school facilities and are based on the prioritization of project categories as outlined in the Administrative Procedures Guide. To address this need, staff recommend approval of project allocations totaling \$45 million.

The HSFF Program funding sources include:

- 1) \$50 million in new authorization.
- 2) \$40 million through the FY 2023 American Rescue Plan Act which stipulates that funding be used to address Heating, Ventilation and Air Conditioning projects. Funding distributed through ARPA requires that federal reporting and contract cost thresholds are met.

In accordance with Education Article § 5-322(a)(1)(iii) and (k)(4), Baltimore City Public Schools (BCPS) is mandated to receive at least 50% of the HSFF appropriation which equates to \$45 million for FY 2023. Based on the BCPS application schedule, which is a separate schedule from the other LEAs, staff anticipates that all remaining project submissions will be received by November 30, 2022.

Due to the lack of supporting documentation from the LEA or a project not meeting the 5 ppb threshold, lead remediation projects are being recommended for deferral at this time.

The table on the following page illustrates the number of requests and funding recommendations by project category. Project categories are listed in priority order.

## FY 2023 Healthy School Facility Fund Staff Recommendations Summary

Project Categories	# of Projects Requested	Total Estimated Cost	Design Costs Requested	FY23 State Funding Requested	Design Costs Approved	FY 23 HSFF State Funding Recommendations	FY 23 HSFF Federal Funding Recommendations	# Projects Approved
Immediate life, safety, or health environmental risk	2	\$45,584	\$0	\$45,584	\$0	\$45,584	\$0	2
Lead	10	\$39,211	\$0	\$35,297	\$0	\$0	\$0	0
Roof	24	\$68,022,212	\$4,115,445	\$47,890,261	\$2,030,645	\$24,922,801	\$0	11
Lack of, unreliable, or insufficient air-conditioning	33	\$47,195,608	\$3,377,958	\$33,773,122	\$1,712,759	\$31,615	\$20,000,000	12
Unreliable or insufficient heating	9	\$6,108,801	\$387,334	\$4,406,454	\$0	\$0	\$0	0
Temperature regulation	6	\$6,171,500	\$278,000	\$4,276,540	\$0	\$0	\$0	0
Plumbing, including pipe insulation	7	\$546,775	\$40,000	\$335,272	\$0	\$0	\$0	0
Indoor air quality	7	\$1,000,000	\$56,000	\$616,000	\$0	\$0	\$0	0
Windows	12	\$5,564,516	\$350,415	\$3,280,730	\$0	\$0	\$0	0
<b>Grand Total</b>	<b>110</b>	<b>\$134,694,208</b>	<b>\$8,605,152</b>	<b>\$94,659,260</b>	<b>\$3,743,404</b>	<b>\$25,000,000</b>	<b>\$20,000,000</b>	<b>25</b>

Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Anne Arundel	02.010	Four Seasons Elementary	Roof	Replacement of existing BUR roof with a BUR roof.	\$1,225,000	\$0	\$0	\$0
Anne Arundel	02.091	Jacobsville Elementary	Roof	Replacement of existing roof with a BUR roof.	\$1,225,000	\$0	\$0	\$0
Anne Arundel	02.118	North Glen Elementary	Roof	Replacement of existing roof with a BUR roof.	\$1,225,000	\$0	\$0	\$0
Anne Arundel	02.120	Woodside Elementary	Roof	Replacement of existing roof with a BUR roof.	\$1,225,000	\$110,000	\$1,210,000	\$0
Anne Arundel	02.020	Glen Burnie High	Lack of, unreliable, or insufficient air-conditioning	Replace existing steam boiler and lines with natural gas condensing boiler and new pipe network.	\$2,342,500	\$0	\$0	\$0
Anne Arundel	02.089	Severna Park Middle	Lack of, unreliable, or insufficient air-conditioning	Replace existing Controls System with Tridium BacNet field controllers	\$233,600	\$0	\$0	\$0
Anne Arundel	02.088	Hilltop Elementary	Unreliable or insufficient heating	Replacement of primary boiler and backup boiler.	\$250,635	\$0	\$0	\$0
Anne Arundel	02.004	Van Bokkelen Elementary	Windows	Create openings in existing masonry walls for operable windows to be added.	\$475,000	\$0	\$0	\$0
Anne Arundel	02.008	Linthicum Elementary	Windows	Create openings in existing masonry walls for operable windows to be added.	\$416,050	\$0	\$0	\$0

1) Project submissions are ordered by category prioritization;

2) The lead projects either did not meet the 5 ppb threshold or documentation was not submitted therefore they are not eligible for State funding.

Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Anne Arundel	02.088	Hilltop Elementary	Windows	Create openings in existing masonry walls for operable windows to be added.	\$349,164	\$0	\$0	\$0
Anne Arundel	02.104	Meade Middle	Windows	Replace leaking windows that are allowing humid air and water to enter the building.	\$337,807	\$0	\$0	\$0
<b>Anne Arundel County Totals</b>					<b>\$9,304,756</b>	<b>\$110,000</b>	<b>\$1,210,000</b>	<b>\$0</b>
Baltimore	03.006	Cockeysville Middle	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$1,058,470	\$0	\$0	\$0
Baltimore	03.021	Maiden Choice	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$640,745	\$0	\$0	\$0
Baltimore	03.032	Randallstown High	Lack of, unreliable, or insufficient air-conditioning	Water cooled chiller and cooling tower to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$1,392,325	\$126,575	\$0	\$1,392,325
Baltimore	03.041	Dundalk Middle	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$1,281,000	\$117,425	\$0	\$1,291,675
Baltimore	03.050	Woodlawn High	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$557,300	\$51,850	\$0	\$570,350

1) Project submissions are ordered by category prioritization;

2) The lead projects either did not meet the 5 ppb threshold or documentation was not submitted therefore they are not eligible for State funding.

Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Baltimore	03.070	Owings Mills High	Lack of, unreliable, or insufficient air-conditioning	Equipment replacement for critical building equipment which affects both the heating and cooling plants. Any failure of these units will result in a building shutdown. With extensive lead times it is critical to schedule replacement of this equipment.	\$1,392,750	\$126,575	\$31,615	\$907,192
Baltimore	03.084	Lansdowne Middle	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$891,080	\$0	\$0	\$0
Baltimore	03.120	Franklin High	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$501,670	\$0	\$0	\$0
Baltimore	03.121	Parkville High	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$1,281,000	\$0	\$0	\$0
Baltimore	03.166	Cedarmere Elementary	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment. The cell above lists the age of the chiller, the cooling tower is 2001.	\$891,180	\$0	\$0	\$0
Baltimore	03.181	Winand Elementary	Lack of, unreliable, or insufficient air-conditioning	Chiller replacement to ensure proper indoor air quality; providing air conditioning (and dehumidification to incoming ventilation air) to allow a healthy environment.	\$668,560	\$0	\$0	\$0

1) Project submissions are ordered by category prioritization;

2) The lead projects either did not meet the 5 ppb threshold or documentation was not submitted therefore they are not eligible for State funding.

Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Baltimore	03.196	New Town High	Lack of, unreliable, or insufficient air-conditioning	The chiller/cooling tower replacement to ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment.	\$1,253,175	\$0	\$0	\$0
Baltimore	03.117	Sparks Elementary	Unreliable or insufficient heating	This boiler replacement is needed to take care of an important critical mechanical component. This is necessary as a planned replacement, as our inventory of aging boilers is very large.	\$529,085	\$0	\$0	\$0
Baltimore	03.126	Sudbrook Magnet	Unreliable or insufficient heating	Boiler replacement needed to ensure proper temperature control of the school building to prevent school shutdowns.	\$697,875	\$0	\$0	\$0
Baltimore	03.075	Eastern Technical High	Temperature regulation	Chiller (2001) replacement will ensure proper indoor air quality; providing continued air conditioning (and dehumidification to incoming ventilation outside air) to allow a healthy environment. The boiler (2000) replacements will provide heating water to the entire school. The project is listed as a temperature regulation type of project as there was no way to indicate both insufficient and unreliable heating and cooling.	\$2,506,350	\$0	\$0	\$0
<b>Baltimore County Totals</b>					<b>\$15,542,565</b>	<b>\$422,425</b>	<b>\$31,615</b>	<b>\$4,161,542</b>
Calvert	04.005	Northern High - Mary Harrison Cultural Arts Center	Roof	The scope of work will include removal and replacement of the existing 33,000 SF roof with a minimum R-value (30) Cold Applied SBS modified roofing system. All internal drains, coping, and fascia systems will be replaced and all rooftop equipment height will be modified to accommodate required flashing heights.	\$924,000	\$84,000	\$924,000	\$0
<b>Calvert County Totals</b>					<b>\$924,000</b>	<b>\$84,000</b>	<b>\$924,000</b>	<b>\$0</b>

1) Project submissions are ordered by category prioritization;

2) The lead projects either did not meet the 5 ppb threshold or documentation was not submitted in time for them to be eligible for State funding.

Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Carroll	06.028	North Carroll Middle	Roof	Replacement of 94,319 square feet of roofing, associated tapered insulation system, and roof drains and flashings. The 68,049 square feet of shingle roofing is to be replaced with standing seam metal roofing. The remaining 26,270 square feet of low slope roof will be replaced with a built-up roof.	\$1,901,620	\$121,000	\$1,901,620	\$0
Carroll	06.043	Oklahoma Road Middle	Lack of, unreliable, or insufficient air-conditioning	This project involves the replacement of the existing rooftop air handling units and terminal control units. The project will also include replacement of both the heating and cooling plants and associated piping and pumps located in the mechanical room.	\$5,469,000	\$497,134	\$0	\$5,468,000
<b>Carroll County Totals</b>					<b>\$7,370,620</b>	<b>\$618,134</b>	<b>\$1,901,620</b>	<b>\$5,468,000</b>
Cecil	07.042	Cecil County School of Technology	Lack of, unreliable, or insufficient air-conditioning	Install 2 new air cooled chillers to replace existing failing system.	\$1,122,000	\$0	\$0	\$1,068,259
Cecil	07.022	Rising Sun High	Unreliable or insufficient heating	Design and replace existing deteriorating boiler stacks	\$71,940	\$0	\$0	\$0
Cecil	07.042	Cecil County School of Technology	Temperature regulation	Replace a failing AHU-1	\$5,610	\$0	\$0	\$0
Cecil	07.042	Cecil County School of Technology	Unreliable or insufficient heating	Replace 2 existing failing Reznor heating units with new system equipment	\$132,000	\$0	\$0	\$0
Cecil	07.011	Thomson Estates Elementary	Temperature regulation	Install a new refrigerant monitoring system in the chiller plant located in the basement of the school.	\$4,620	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Cecil	07.031	Cecilton Elementary	Temperature regulation	Install a new refrigerant monitoring system in the chiller plant located in the basement of the school.	\$3,960	\$0	\$0	\$0
Cecil	07.019	Conowingo Elementary	Plumbing, including pipe insulation	Relocate heated hot water control valve	\$3,300	\$0	\$0	\$0
Cecil	07.022	Rising Sun High	Plumbing, including pipe insulation	Design and Replace existing water lines thorough entire school	\$69,300	\$0	\$0	\$0
Cecil	07.032	Elkton High	Plumbing, including pipe insulation	Design and replace existing heated hot water piping loop	\$82,500	\$0	\$0	\$0
Cecil	07.033	Providence Special	Plumbing, including pipe insulation	Replace the existing failing life safety fire pump system	\$9,900	\$0	\$0	\$0
Cecil	07.034	Bainbridge Elementary	Plumbing, including pipe insulation	The current leach fields are failing do to excess build up and have backed up into school time and time again. The laterals need to adjusted, cleaned properly and potentially replaced.	\$7,772	\$0	\$0	\$0
<b>Cecil County Totals</b>					<b>\$1,512,902</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,068,259</b>
Charles	08.005	General Smallwood Middle - Roof / AC	Roof	With this project we wish to improve the building envelope to improve efficiency of HVAC system	\$2,674,000	\$243,100	\$2,674,000	\$0
Charles	08.032	Mary H. Matula Elementary	Roof	Full roof replacement to increase insulation value and to allow the HVAC system to be more efficient	\$2,002,500	\$150,000	\$2,002,500	\$0
Charles	08.015	Piccowaxen Middle	Temperature regulation	Systemic renovation/Boiler and pump system replacement. Original from 1977. System will have outlived their expected usefulness.	\$650,000	\$0	\$0	\$0
<b>Charles County Totals</b>					<b>\$5,326,500</b>	<b>\$393,100</b>	<b>\$4,676,500</b>	<b>\$0</b>

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Garrett	11.002	Friendsville Elementary	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$3,319	\$0	\$0	\$0
Garrett	11.005	Southern Garrett High	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$2,133	\$0	\$0	\$0
Garrett	11.006	Broadford Elementary	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$3,958	\$0	\$0	\$0
Garrett	11.008	Southern Garrett Middle	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$5,114	\$0	\$0	\$0
Garrett	11.009	Northern Middle	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$4,981	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Garrett	11.013	Accident Elementary	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$5,832	\$0	\$0	\$0
Garrett	11.014	Northern Garrett High	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$4,981	\$0	\$0	\$0
Garrett	11.015	Yough Glades Elementary	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$1,827	\$0	\$0	\$0
Garrett	11.016	Swan Meadow School	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$1,877	\$0	\$0	\$0
Garrett	11.019	Hickory Environmental Center	Lead	To remediate the lead levels above 5 ppb in faucets and drinking water outlets. Replacement of drinking fountains with elevated lead levels above 5 ppb providing new fountains with water bottle drinking stations.	\$1,275	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Garrett	11.006	Broadford Elementary - Cancelled	Roof	Removal of existing 55,000 sq.ft. built up roof and flood coat system. Replacement with new 55,000 sq.ft. built up roof system and insulation. Removal of any non used roof penetrations. Replacement of all exhaust fans and relief dampers. Install new metal siding on existing penthouses.	\$0	\$0	\$0	\$0
Garrett	11.005	Southern Garrett High	Lack of, unreliable, or insufficient air-conditioning	Removal of existing RTU's,H&V's, Uni-Ventilators. Replacement of existing HVAC equipment to provide HVAC and dehumidification for approximately 50 classrooms, various shops, Cafeteria, Locker rooms and Auxiliary Gymnasium. Removal of existing domestic water heater storage tank, replace with appropriate sized tanks and additional water heaters for redundancy. Removal of existing pneumatic controls and air compressor. Replacement of existing pneumatic controls with DDC controls and incorporate into a new BAS system.	\$8,395,199	\$763,200	\$0	\$8,395,199
<b>Garrett County Totals</b>					<b>\$8,430,496</b>	<b>\$763,200</b>	<b>\$0</b>	<b>\$8,395,199</b>
Harford	12.036	Hall's Cross Roads Elementary School	Lack of, unreliable, or insufficient air-conditioning	The funds will be used at Hall's Cross Road Elementary School to replace the twenty- nine (29) year old failing water-cooled chiller with a new energy efficient air-cooled chiller. The project will replace the existing 150-ton water cooled chiller, cooling tower, related pumps and piping accessories and upgrading the automatic controls.	\$641,100	\$30,000	\$0	\$641,100
<b>Harford County Totals</b>					<b>\$641,100</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$641,100</b>
Howard	130.034	Clemens Crossing Elementary School -	Roof	Remove and dispose of the existing roof systems, down to the structural roof deck.	\$0	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Howard	13.012	Howard High	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #178.1, #178.2, #178.3, #178.4, #178.5, #178.6, #178.7, #178.8, #178.9, #205, and #206 with HVAC units that have dehumidification capabilities.	\$169,400	\$0	\$0	\$0
Howard	13.014	Jeffers Hill Elementary	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #202 and #248 with HVAC units that have dehumidification capabilities.	\$30,800	\$0	\$0	\$0
Howard	13.026	Ellicott Mills Middle	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #186, #209, #221, #222, and #223 with HVAC units that have dehumidification capabilities.	\$77,000	\$0	\$0	\$0
Howard	13.028	St. Johns Lane Elementary School	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #207, #214, #252, and #253 with HVAC units that have dehumidification capabilities.	\$61,600	\$0	\$0	\$0
Howard	13.036	Centennial High	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #140, #194, #195, #196, #218, #219, #227, #228, and #229 with HVAC units that have dehumidification capabilities.	\$138,600	\$0	\$0	\$0
Howard	13.039	Bollman Bridge Elementary	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #182, #216.1, #216.2, #216.3, #216.4, and #216.5 with HVAC units that have dehumidification capabilities.	\$92,400	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Howard	13.075	Thunder Hill Elementary	Indoor air quality, including remediation of indoor pollutants	Replace the existing heating, ventilating, and air-conditioning (HVAC) units serving Relocatable Classrooms #203, #211, and #213 with HVAC units that have dehumidification capabilities.	\$46,200	\$0	\$0	\$0
<b>Howard County Totals</b>					<b>\$616,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Montgomery	15.020	Fields Road Elementary	Windows	Replacement of single pane wire glass windows with rusted/corroded hollow steel metal frame, with hollow metal frames and double “low-e”, minimum 1” insulated glass the glass unit shall meet a minimum energy rating of R-5 in “Thermally Broken Systems”.	\$37,500	\$0	\$0	\$0
Montgomery	15.171	Montgomery Blair High	Windows	Phase 2 Replacement of Windows with broken gasket/seals and are fogged up.	\$234,982	\$0	\$0	\$0
Montgomery	15.182	John T. Baker Middle	Windows	Replacement of leaky single pane windows that are 51 year old., that are difficult to close and open.	\$24,500	\$0	\$0	\$0
Montgomery	15.219	Rolling Terrace Elementary	Windows	Replacement of fogged up windows, so there will be a clear view to outdoor lighting and stop the moisture billed up between glass.	\$6,924	\$0	\$0	\$0
Montgomery	15.221	Laytonsville Elementary	Windows	New windows will increase R-Value, and provide a clearer view when looking out of the windows.	\$90,000	\$0	\$0	\$0
Montgomery	15.238	Redland Middle	Windows	Replacement of original single pane windows that were installed in 1971. Windows have been repaired, caulked and resealed multiple times, but continue to leak. New windows will be thermally broken with insulated low-e glass.	\$282,788	\$0	\$0	\$0

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Interagency Commission on School Construction FY 23 Healthy School Facility Fund Staff Recommendations September 8, 2022

County	PSC No.	School Name	Project Type	Detailed Scope	State HSFF \$ Requested	Eligible Design Expense	FY23 HSFF Total New Authorization (Including Design) Staff Recommendations	FY 23 HSFF Total Federal Funding (Including Design) Staff Recommendations
Montgomery	15.031	Albert Einstein High	Plumbing, including pipe insulation	Remove and replace approximately 320 linear feet of pipe insulation. Existing insulation has deteriorated to a point where condensation has begun to form and drip on ceiling tiles below.	\$12,500	\$0	\$0	\$0
Montgomery	15.172	John F. Kennedy High	Plumbing, including pipe insulation	Remove and replace approximately 5700 linear feet of pipe insulation. Existing insulation has deteriorated to a point where condensation has begun to form and drip on ceiling tiles below.	\$150,000	\$0	\$0	\$0
<b>Montgomery County Totals</b>					<b>\$839,194</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Prince George's	16.049	Lewisdale Elementary	Roof	Detailed scope is attached as PDF.	\$2,015,850	\$163,607	\$2,015,850	\$0
Prince George's	16.050	Phyllis E. Williams Elementary	Roof	Detailed scope is attached as PDF.	\$2,306,241	\$0	\$0	\$0
Prince George's	16.052	Woodridge Elementary	Roof	Detailed scope is attached as PDF.	\$1,947,186	\$0	\$0	\$0
Prince George's	16.120	Forest Heights Elementary	Roof	Detailed scope is attached as PDF.	\$1,607,136	\$0	\$0	\$0
Prince George's	16.128	John Hanson Montessori	Roof	Detailed scope is attached as PDF.	\$3,111,167	\$252,504	\$3,111,167	\$0
Prince George's	16.147	Columbia Park Elementary	Roof	Detailed scope is attached as PDF.	\$1,825,715	\$148,176	\$1,825,715	\$0

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Prince George's	16.153	Carole Highlands Elementary	Roof	Detailed scope is attached as PDF.	\$1,826,268	\$0	\$0	\$0
Prince George's	16.161	William Paca Elementary	Roof	Detailed scope is attached as PDF.	\$2,379,949	\$193,158	\$2,379,949	\$0
Prince George's	16.162	Oxon Hill Middle	Roof	Detailed scope is attached as PDF.	\$1,991,391	\$0	\$0	\$0
Prince George's	16.176	Princeton Elememntary	Roof	Detailed scope is attached as PDF.	\$1,528,237	\$0	\$0	\$0
Prince George's	16.030	Deerfield Run Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$205,945	\$0	\$0	\$0
Prince George's	16.034	Howard B. Owens Science Center	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$199,271	\$0	\$0	\$0
Prince George's	16.042	James E. Duckworth Regional School	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$272,677	\$0	\$0	\$0
Prince George's	16.056	Capitol Heights Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$189,261	\$0	\$0	\$0
Prince George's	16.144	Catherine T. Reed Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$274,346	\$0	\$0	\$0

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Prince George's	16.155	Templeton Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$272,677	\$0	\$0	\$0
Prince George's	16.188	Kettering Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$299,370	\$0	\$0	\$0
Prince George's	16.191	Samuel P. Massie Academy	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$633,034	\$0	\$0	\$0
Prince George's	16.192	Highland Park Elementary	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$199,271	\$0	\$0	\$0
Prince George's	16.226	William W. Hall Academy	Lack of, unreliable, or insufficient air-conditioning	Detailed scope is attached as PDF.	\$887,916	\$0	\$0	\$0
Prince George's	16.025	<b>Bradbury Heights Elementary</b> - Cancelled	Unreliable or insufficient heating	Detailed scope is attached as PDF.	\$0	\$0	\$0	\$0
Prince George's	16.072	Northwestern High	Unreliable or insufficient heating	Detailed scope is attached as PDF.	\$2,103,934	\$0	\$0	\$0
Prince George's	16.167	Cesar Chavez Elementary	Unreliable or insufficient heating	Detailed scope is attached as PDF.	\$620,985	\$0	\$0	\$0
Prince George's	16.176	<b>Princeton Elementary</b> - Cancelled	Unreliable or insufficient heating	Detailed scope is attached as PDF.	\$0	\$0	\$0	\$0

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Prince George's	16.074	Arrowhead Elementary	Windows	Detailed scope is attached as PDF.	\$377,225	\$0	\$0	\$0
Prince George's	16.162	Oxon Hill MS	Windows	Detailed scope is attached as PDF.	\$648,790	\$0	\$0	\$0
<b>Prince George's County Totals</b>					<b>\$27,723,843</b>	<b>\$757,445</b>	<b>\$9,332,681</b>	<b>\$0</b>
Queen Anne's	17.023	Kent Island High	Roof	Replace the 24-year-old roof. Use metal roofing as an alternative material to the existing shingled roof sections. Roof is approximately 150,000 sf.	\$4,335,000	\$0	\$0	\$0
<b>Queen Anne's County Totals</b>					<b>\$4,335,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Somerset	19.007	Deal Island Elementary	Immediate Life, Safety, or Health Environmental Risk	Replace gymnasium vct tile. Tile is crumbling and loose presenting asbestos bearing mastic. Abate asbestos bearing material by removal. Replace vct with a lvt flooring. Floor area will be certified asbestos free prior to tile installation.	\$9,175	\$0	\$9,175	\$0
Somerset	19.010	Princess Anne Elementary	Immediate Life, Safety, or Health Environmental Risk	Demo existing floor in 4 classrooms and shared hallway. This will remove damaged and mold laden building materials. Existing floor is collapsing in some spots. Remove all flooring and all damaged subfloor. Install new subfloor and moisture barrier. Install lvp flooring.	\$36,409	\$0	\$36,409	\$0
<b>Somerset County Totals</b>					<b>\$45,584</b>	<b>\$0</b>	<b>\$45,584</b>	<b>\$0</b>
St. Mary's	18.020	Great Mills High	Roof - Phase 2	Replace 128,000 s.f. of roofing on Sections A - V on the attached drawing, per the roof study completed in December 2020 to include tectum. flat wood, flat and low sloped steel deck and barrel vault roof sections. All sheet metal flashing will be replaced, as well as new cast iron roof drains.	\$3,736,000	\$0	\$0	\$0

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<b>St. Mary's County Totals</b>					<b>\$3,736,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Washington	21.020	South Hagerstown High	Temperature regulation	Provide and install new Automation Server with communication trunk to all new classroom field controllers.	\$1,106,000	\$0	\$0	\$0
<b>Washington County Totals</b>					<b>\$1,106,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Wicomico	22.009	Wicomico High	Roof	The project demo scope includes full removal of the existing roofing (majority last installed in 1987) down to the repair/replacement of any damaged deck. At the Auditorium, Building A, and Building D at Wicomico High School, completely remove the exiting built-up roofing systems down to the existing cementitious wood fiber and gypsum plank roof decks. Repair and/or replace any deteriorated roof deck as required and replace all wood blocking above the top flat surface of the roof deck. Raise curbs and pipe penetrations as required to accommodate the new roof system.	\$6,006,000	\$499,000	\$6,006,000	\$0
Wicomico	22.019	Pittsville Elementary /Middle	Roof	This project has expanded from a full roof restoration to a hybrid partial roof restoration / partial roof replacement. Several areas of the roof are recommended to be fully reroofed including complete removal of the existing roof assembly, and installation of a new roof assembly to include asphaltic built-up roofing, coverboard, roof insulation to meet current code with regards to the thermal resistance and roof slope, and an air/vapor barrier applied directly to a nailed base sheet/rosin paper over the existing Cementous wood fiber roof deck.	\$872,000	\$66,100	\$872,000	\$0

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Wicomico	22.001	Parkside High	Lack of, unreliable, or insufficient air-conditioning	Secure power to unit, remove old unit, replace with new. Plug and play exchange.	\$91,200	\$0	\$0	\$91,200
Wicomico	22.007	Delmar Elementary	Lack of, unreliable, or insufficient air-conditioning	Secure power to unit, remove old unit, replace with new, Plug and play exchange.	\$129,100	\$0	\$0	\$129,100
Wicomico	22.014	Prince Street Elementary	Lack of, unreliable, or insufficient air-conditioning	Secure power to unit, remove old unit, replace with new. Plug and play exchange.	\$15,200	\$0	\$0	\$15,200
Wicomico	22.016	Fruitland Primary School	Lack of, unreliable, or insufficient air-conditioning	Secure power to unit, remove old unit, replace with new. Plug and play exchange.	\$30,400	\$0	\$0	\$30,400
Wicomico	22.028	Pemberton Elementary	Lack of, unreliable, or insufficient air-conditioning	Secure power to unit, remove old unit, replace with new. Plug and play exchange.	\$60,800	\$0	\$0	\$0
<b>Wicomico County Totals</b>					<b>\$7,204,700</b>	<b>\$565,100</b>	<b>\$6,878,000</b>	<b>\$265,900</b>
<b>Totals</b>					<b>\$94,659,260</b>	<b>\$3,743,404</b>	<b>\$25,000,000</b>	<b>\$20,000,000</b>

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Anne Arundel County Public Schools

Agenda for: November 16, 2022

Exhibit Attached Y

AGENDA ITEM FOR THE BOARD OF EDUCATION

Information

November 16, 2022  
(Preferred Date)

Action

Review

\_\_\_\_\_  
(Absolute Date)

**STAFF PRESENTATION:**  YES NO

**FISCAL IMPACT:**  YES NO

**BUDGETED:**  YES NO

**DOLLAR AMOUNT:** \$82,000

**BUDGET SOURCE:** Capital Budget

SUBJECT:

FY2023 Supplemental Capital Budget Appropriation

BACKGROUND:

Supplemental funding allocations have been approved by the Maryland Energy Administration (MEA) for a grant, Decarbonizing Public Schools Pilot Program Grant - \$82,000.

DISCUSSION:

This budget supplemental requests that \$82,000 of additional funding be appropriated to the Board of Education E class project E539100 – Upgrade Various Schools.

**SUPERINTENDENT’S RECOMMENDATION:**

The Superintendent recommends approval of the FY2023 Supplemental Capital Budget Appropriation for the Upgrade Various Schools submissions to the County Executive and County Council.

**DECARBONIZING PUBLIC SCHOOLS PILOT PROGRAM**  
**GRANT AGREEMENT**

**STATE OF MARYLAND**  
**MARYLAND ENERGY ADMINISTRATION**  
1800 Washington Boulevard, Suite 755  
Baltimore, Maryland 21230

hereinafter “MEA”

and

**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY**  
2644 Riva Road  
Annapolis, MD 21401

hereinafter “Grantee”

**PREMISES**

The Maryland Energy Administration administers the Strategic Energy Investment Program set forth in Md. Code Ann., State Government §§ 9-20B-01 *et seq.* as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. To support this mission and to help Maryland’s Local Education Agencies (LEAs) incorporate net zero energy (NZE) design principles into facility development portfolios and long-term capital plans, MEA established the Area of Interest 2 (AOI.2) of the fiscal year 2022 (FY22) Decarbonizing Public Schools Pilot Program (Program). For this Program, “net zero” means that the total amount of energy used by a school building, complex, or entire LEA facility portfolio on an annual basis is equal to or less than the amount of renewable energy created on the site(s). Grant funds provided through the Program will help LEAs obtain the initial staffing capacity needed to perform the Scope of Work referenced in Section 2 and detailed in Attachment B of this Grant Agreement.

MEA issued a Funding Opportunity Announcement (FOA) for the Program that outlines eligibility and competitive award criteria. The Grantee submitted an application to MEA that proposed a scope of work (“Project”) for Program grant funding under AOI.2. MEA has evaluated Grantee’s application and has determined that Grantee is eligible to receive a Grant Award under the Program, subject to Grantee’s completion of the Project as specified in Section 2, Project Description, and Attachment B of this Grant Agreement,

in compliance with all requirements, terms, and conditions of this Grant Agreement and the Program.

**THEREFORE**, the parties hereby agree as follows:

1. Purpose of Grant

The purpose of this Program is to provide funding to defray the Grantee's cost of procuring consulting capacity to generate a district-wide planning document for implementing NZE criteria into the Grantee's portfolio of anticipated facility construction.

2. Project Description

The Project is more specifically described in Attachment B, Scope of Work, which is incorporated and made a part of this Grant Agreement. Attachment B shall not contain any terms or conditions other than a project description. If Attachment B contains any terms and conditions other than a project description, such terms and conditions are not incorporated into this agreement and are not agreed to by MEA. In the event of any conflicts between Attachment B and this Grant Agreement, the terms of this Grant Agreement shall control.

3. Costs Eligible for Reimbursement

(A) The costs eligible for reimbursement under this grant are limited to staffing costs for a new, temporary, or contract position or consultant services devoted to completing a portfolio-wide analysis to identify NZE opportunities in future new school construction projects and generating the deliverables listed in Attachment B, Scope of Work.

(B) Reimbursement will reflect the staff hours recorded on invoices submitted by the Grantee, up to the maximum award amount described in Section 4 below. All staff hours shall be directly attributed to the grant activity and attested to via the invoice.

4. Amount and Duration of the Grant

(A) The Grant Award shall not be greater than **Eighty-Two Thousand Dollars (\$82,000.00)**.

(B) Unless an extension is permitted as described in Section 3 of the General Provisions, **Attachment A**, all Project activities shall be completed by no later than **December 31, 2023 (Project Completion Date)**. Project-related

reimbursement requests shall be submitted to MEA consistent with the timeframe outlined in Section 2C of Attachment A: General Provisions.

5. Reporting and Reimbursement Requirements

(A) On a quarterly basis, Grantee shall provide a project status report to MEA consisting of a brief description of work plans, accomplishments, and challenges encountered to date specific to the Scope of Work (see Attachment B). Failure to submit any project status report may result in MEA not processing reimbursement requests.

(B) Grant reimbursement will be made consistent with the terms outlined in the Grant Agreement General Provisions (Attachment A). If funds are being used to hire a consultant, contractual worker, temporary employee or other non-permanent employee, reimbursement requests must include a summary of the worker's duties, hours worked specifically for these duties, and total costs incurred for this activity.

- i. Grantee may submit up to **one** reimbursement request to MEA per month.
- ii. Grantee shall provide to MEA supporting documentation (e.g., third-party invoices, timekeeping records, etc.) to substantiate each grant reimbursement request.

(C) No later than 60 days after the Project Completion Date in Section 4(B), above, Grantee shall submit a final close-out report outlining progress through the end of this grant's reporting period, identification of next steps, a summary of lessons learned and recommended best practices.

(D) MEA will withhold 10% of the total award amount until the Grantee submits the final report as described in subsection 5(C). The withheld amount will be released upon the Grantee's submission to MEA of a PDF copy of the final report.



6. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Garry Aime, Program Manager  
Maryland Energy Administration  
Phone: (410) 537-4097  
Garry. aime@[maryland.gov](mailto:garry.aime@maryland.gov)

(Or any such person as may be designated in writing by the Director of MEA.)

Matthew Stanski, Acting Chief Operating Officer  
Board of Education of Anne Arundel County  
Phone: (410) 222-5308  
[mstanski@aacps.org](mailto:mstanski@aacps.org)

(Or any other person as may be designated in writing by the Grantee's Representative with Signatory Authority)

7. General Provisions

The General Provisions of the Grant Agreement set forth in Attachment A are incorporated and made part of this Grant Agreement.


THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

[Signature page to follow]

Grant 2022-01-576S1

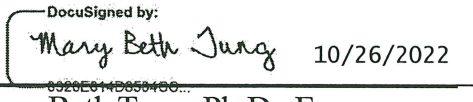
IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY**

By: 

Matthew Stanski, Acting Chief Operating Officer, Board of Education of Anne Arundel County

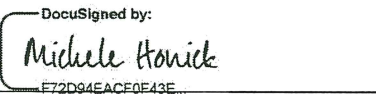
**MARYLAND ENERGY ADMINISTRATION**

By: 

Mary Beth Jung, Ph.D., Esq.  
Director

Approved for Form and Legal Sufficiency

this 7<sup>th</sup> day of October, 2022.



Assistant Attorney General

Maryland Energy Administration  
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## **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.

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**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

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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.

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(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.

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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

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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.



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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

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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

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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.

## **Attachment B: Scope of Work**

Grantee shall complete a portfolio-wide analysis to identify NZE opportunities in future new school construction projects (new, replacement, or full renovation), including the following elements that must be added to the Local Education Agency (LEA) Educational Facilities Master Plan (EFMP) that is due July 1, 2023, to the Interagency Commission on School Construction:

- An evaluation of all future new, replacement, and full renovation projects for suitability in a NZE school;
- A policy for applying NZE principles to planned school construction and rehabilitation, both for individual schools as well as portfolio-wide; and,
- Elements of NZE design that can be incorporated into new school construction.

The following deliverables are required to document grant activities:

- Grant Implementation Plan defining the Grantee’s approach to portfolio scale net zero analysis, including key activities, milestones, stakeholder management, and other aspects related to implementation.
- NZE Strategy Report, integrated into or supplementing the LEA’s EFMP, which provides an LEA-wide blueprint for adding NZE considerations criteria to LEA facility construction planning. The Strategy Report shall include:
  - An inventory of the LEA’s organizational, physical, and budgetary resources available for performing NZE design and planning work.
  - LEA-specific criteria to incorporate NZE design principles into successful processes for facility planning, construction, rehabilitation, and maintenance of school facilities. These should include elements related to long-term facility planning, obsolescence, replacement, and equity for underserved or economically vulnerable communities.
  - Identification and ranking of potential facility sites that are suitable for hosting NZE construction.
  - Description of any known interconnection issues that need to be considered where on-site power generation technologies may be installed.
  - Evaluation of the LEA’s current ability to pursue energy-related capital improvements with alternative finance and procurement methods that lessen impacts on traditional debt capacity. The evaluation should consider potential for the LEA’s existing charters, regulations, or standard operating procedures to either help or hinder the use of alternative methods. Alternatives to be evaluated should, at a minimum, include energy performance contracts, PPAs, EaaS business models, and “green” bonds.
- Final Report outlining progress, next steps, and a summary of lessons learned and recommended best practices.