

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

September 17, 2024

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements - LEGISLATIVE DAY - Time Is Allotted At The End Of Each Meeting
For The Commissioners To Receive Comments From The Public

Consent Items

#1 - Regular Session Minutes, September 10, 2024

#2 - Liquor Minutes, September 10, 2024

#3 - Public Hearing Minutes, September 10, 2024

#4 - Closed Session Minutes, September 10, 2024

5 - Dan Mattson, Director, Public Works

HVAC Replacement Proposals - Various Buildings

Proclamation

Beth Anne Dorman, President & CEO, For All Seasons

Suicide Prevention Month "No Matter What...You Matter"

Denise Robinson, Founder Eastport/Annapolis, Legacy Of Honor Project

National Prisoner of War/Missing in Action Recognition Day

Rosemary Ramsey Granillo, Director Kent County Local Management Board

Hispanic Heritage Month or "Mes de Herencia Hispana"

Special Class C Licenses

Kennedyville Volunteer Fire Company, Beer Only, September 20-22, 2024

Kent County Bar Association, Beer and Wine, October 10, 2024

Legislative Session

Rob Tracey, Associate Planner, Planning, Housing, and Zoning

Third Reading - Code Home Rule Bill No. 7-2024 Self-Storage Centers In The
Industrial District

Human Resources Director

Jim Miller, Director, Human Resources

Emergency Medical Technician (Full Time) Vacancy

Jim Miller, Director, Human Resources

Public Works - Roads Division, MEO I Vacancy

County Administrator Report

Kent County Ethics Commission

The Kent County Ethics Commission will meet Friday, September 20, 2024, in the Commissioners Hearing Room at 11:00 a.m.

Meeting Announcements

- Maryland Dept. of Transportation Annual Consolidated Transportation Programs (CTP) Tour
- Annual Consultation Meeting

Public Notices

Shelley Heller, County Administrator

Legislative Bond Initiative Process and Public Hearing Notices

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Mark Carper, Associate Planner, Planning, Housing, and Zoning

Notice to Adjacent Property Owner

Morgnec Road Solar, LLC, 616 Morgnec Road

Caroline County Commissioners Office, Letter of Intent Maryland Community Colleges

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

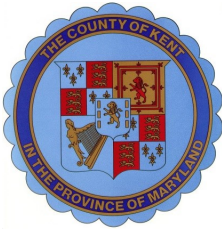
Closed Session

Shelley L. Heller, County Administrator and Bill Mackey, Director, Planning, Housing, and Zoning

Personnel and Pending or Potential Litigation

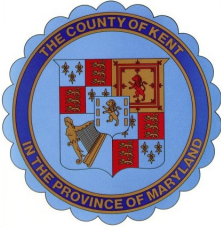
The meeting was closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



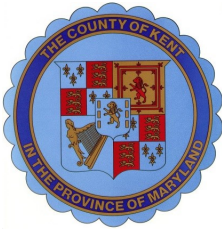
**#1 - Regular Session Minutes, September 10, 2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



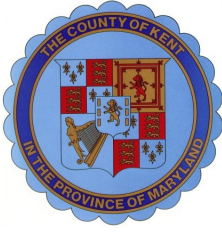
**#2 - Liquor Minutes, September 10, 2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



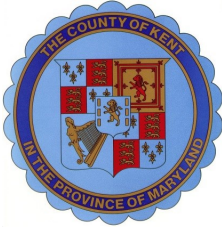
**#3 - Public Hearing Minutes, September 10, 2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Closed Session Minutes, September 10, 2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**# 5 - Dan Mattson, Director, Public Works
9/17/2024
County Commissioners Meeting**

Item Summary:

HVAC Replacement Proposals - Various Buildings

ATTACHMENTS:

Description

09.17.24 Johnson Controls Sourcewell Cooperative Purchasing JHN #070121 \$31,498.00 Three (3) PTAC Units County Courthouse Replace Unit #12, #17, and #4

09.17.24 Johnson Controls Sourcewell Cooperative Purchasing JHN #070121 \$37,970.00 Boiler Replacement at 400 High Street

09.17.24 Johnson Controls Sourcewell Cooperative Purchasing JHN #070121 \$34,524.00 Replacement of Water Source Heat Pumps at 400 High Street Units #23 & 28

Public Works Control Board



Proposal

Salisbury Wilmington Common Branch
18 Boulden Circle Suite 24
New Castle, DE 19720
Phone: 866-635-1397

TO: Kent County MD Public Works
709 Morgnec Rd.
Chestertown, MD. 21620

Date: August 1, 2024
Project: Kent County Courthouse PTAC
Units #12, #17, #4
Proposal Ref: Sourcewell Cooperative
Purchasing JHN #070121

Carrie Klein

We propose to furnish the materials and/or perform the work described below for the net price of:
\$31,498.00

THIRTY-ONE THOUSAND, FOUR HUNDRED NINETY-EIGHT AND 00/100 DOLLARS

For the above price this proposal includes:

- Furnish and install qty-3 new PTAC units at the Kent County Courthouse
 - Unit #12 Chief Deputy Clerks office
 - Unit #17 Clerk of Court office
 - Unit #4 Register of Wills Office
-
- Lock out / tag out old units.
 - Disconnect all piping and wiring.
 - Recover and dispose of refrigerant per EPA standards.
 - Remove and dispose of old units.
 - Set new units in existing wall openings.
 - Reconnect steam piping.
 - Reconnect existing power wiring.
 - Start each unit and check operation.
 - Provide all EPA and startup documentation.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

BMS Controls or Integration

Asbestos removal or Abatement

Painting

Concrete work/repairs

Payment and Performance Bonds

Work performed outside of normal business hours.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Sep. 01, 2023

Kent County MD Public Works

Johnson Controls, Inc.

Name: Ronnie Johnson

Name: _____

Title: President

Title: _____

Date: September 17, 2024

Date: _____

PO: _____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement Yes: Please reference this PO Number _____

AR Invoices are accepted via e-mail:

Yes: E-mail address to be used: _____

No: Please submit invoices via mail

No: Please submit via _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Purchaser via electronic delivery via EFT/ACH. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute.

JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements
3. **DEPOSIT.** Purchaser agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to JCI providing any labor or materials on the project. JCI will generate an invoice for the 30% deposit within three business days after JCI's receipt of a written agreement or order from Purchaser. JCI will not commence work until receipt of the deposit.
4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI

Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

7. TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

10. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

11. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

16. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

17. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

18. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing,

if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. PRIVACY.

(a) *JCI as Processor*: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller*: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Proposal

Salisbury Wilmington Common Branch
18 Boulden Cir Suite 24
New Castle, DE 19720
Phone: (866) 635-1397

TO: Kent County Public Works
400 High Street
Chestertown, MD. 21620

Date: August 1, 2024
Project: Kent County 400 High St. Boiler
Replacement
Proposal Ref: Sourcewell Cooperative
Purchasing JHN #070121

Carrie Klein

We propose to furnish the materials and/or perform the work described below for the net price of:
\$37,970.00

THIRTY-SEVEN THOUSAND, NINE HUNDRED SEVENTY AND 00/100 DOLLARS

For the above price this proposal includes:

- **Furnish and Install new Raypak Boiler Model # HS-724**
- **Demo and remove existing Boiler and dispose of**
- **Set and install new boiler**
- **Connect piping to adapt to new boiler**
- **Reconnect electric and controls**
- **Reconnect flue piping to new boiler**
- **Fill system and bleed air**
- **Startup and check operations**

Note: Current Boiler Lead is 2 weeks

This proposal DOES NOT include:

BMS Controls or Integration

Asbestos removal or Abatement

Painting

Concrete work/repairs

No Payment and Performance Bonds

No Fire Protection

No overtime, work to be performed on regular work hours

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: August 31, 2024

Kent County

Johnson Controls, Inc.

Name: Ronnie Zilber

Name: _____

Title: President

Title: _____

Date: September 17, 2024

Date: _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar

malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as Processor. Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote**

connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to

hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation



Proposal

Salisbury Wilmington Common Branch
18 Boulden Circle Suite 24
New Castle, DE 19720
Phone: 866-635-1397

TO: Kent County Public Works
709 Morgnec Rd.
Chestertown, MD. 21620

Date: August 1, 2024
Project: Kent County 400 High St. WSHP-23 and WSHP-28 Replacements
Proposal Ref: Sourcewell Cooperative Purchasing JHN #070121

Carrie Klein

We propose to furnish the materials and/or perform the work described below for the net price of:
\$34,524.00

THIRTY-FOUR THOUSAND, FIVE HUNDRED TWENTY-FOUR AND 00/100 DOLLARS

For the above price this proposal includes:

- Furnish and install qty-2 new JCI Water Source Heat Pumps to replace existing units #23 and #28.
- Lock out / tag out old WSHP's.
- Recover and dispose of refrigerant from old units per EPA standards.
- Disconnect all piping and wiring from old units.
- Provide duct lift to remove old units and set new unit in existing locations.
- Fabricate and install new duct transitions as needed to connect building ductwork to new units.
- Insulate new duct transitions with duct wrap.
- Reconnect building piping and wiring to new units.
- Furnish and install qty-2 new Metasys CGM controllers (qty-1 per unit) and control wiring between new units and existing network cabling.
- Furnish and install new controls end devices including discharge air temp sensor, supply fan status, dirty filter status, loop leaving temp sensor, and zone temperature / humidity sensor for each unit.
- Provide controls technician labor to integrate new controllers into existing Metasys system

and modify graphics as needed.

- Provide York/JCI Factory start up on new WSHP's and log all readings.
- Provide all EPA and service documentation.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

Asbestos removal or Abatement

Painting

Concrete work/repairs

Payment and Performance Bonds

Work performed outside of normal business hours.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Sep. 01, 2024

Kent County Public Works

Johnson Controls, Inc.

Name: Ronnie Johnson

Name: _____

Title: President

Title: _____

Date: September 17, 2024

Date: _____

PO: _____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement Yes: Please reference this PO Number _____

AR Invoices are accepted via e-mail:

Yes: E-mail address to be used: _____

No: Please submit invoices via mail

No: Please submit via _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Purchaser via electronic delivery via EFT/ACH. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute.

JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

3. **DEPOSIT.** Purchaser agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to JCI providing any labor or materials on the project. JCI will generate an invoice for the 30% deposit within three business days after JCI's receipt of a written agreement or order from Purchaser. JCI will not commence work until receipt of the deposit.

4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI

Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

7. TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

10. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

11. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

16. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

17. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

18. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing,

if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. PRIVACY.

(a) *JCI as Processor*: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller*: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

T&C Version: 7/1/22



Control board
Quote Prepared by Justin Englert
07/18/2024



PROPOSAL

Account Information

Bill To: KENT COUNTY PUBLIC WORKS
709 MORGNEC ROAD
CHESTERTOWN MD
USA 21620

Quote Reference Number: 1-1PF2LSQY

Project Name: Control board

Site: COUNTY OF KENT PUBLIC WORKS
709 MORGNEC RD
CHESTERTOWN MD 21620-3110

Branch Info: JOHNSON CONTROLS SALISBURY WILMINGTON CB - 0N28

Attn: Cathy Kelmartin

Customer Information

Name: Cathy Kelmartin

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$5,659.90

This proposal is valid through: 08/17/2024

KENT COUNTY PUBLIC WORKS

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work: York system that serves front offices has a failed control board.
Order and replace control board. Check for proper operation.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or

otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES.; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

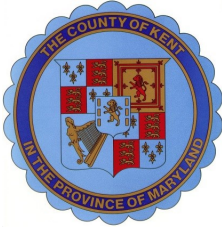
Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____



Beth Anne Dorman, President & CEO, For All Seasons
9/17/2024
County Commissioners Meeting

Item Summary:

Suicide Prevention Month "No Matter What...You Matter"

ATTACHMENTS:

Description

09.17.24 Suicide Prevention Month, Proclamation

Kent County, Maryland



Proclamation

SUICIDE PREVENTION MONTH "NO MATTER WHAT...YOU MATTER" SEPTEMBER 2024

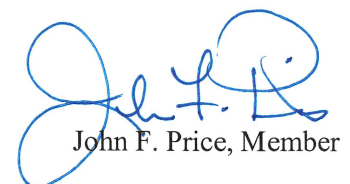
- WHEREAS,** In the United States, one person dies by suicide every 11 minutes, even though most of these deaths are preventable; and
- WHEREAS,** In Maryland, suicide is the second leading cause of death for 10–14 year-olds and the third leading cause of death for 15-34 year-olds; and
- WHEREAS,** More Marylanders die by suicide than by homicide every year; and
- WHEREAS,** The suicide rate in Maryland’s rural Mid-Shore region is 40% higher compared to the state average; and
- WHEREAS,** Suicide affects us all, with each death by suicide affecting an average of 115 people; and
- WHEREAS,** The economic toll of suicide on society is immense. Suicides and suicide attempts cost the nation almost \$70 billion per year in lifetime medical and work-loss costs alone; and
- WHEREAS,** Many individuals experiencing suicidal thoughts and behaviors or who die by suicide never receive effective behavioral health services for many reasons, including the difficulty of accessing the services of healthcare providers professionally trained to reduce suicide risk and the stigma of seeking treatment. We urge all Kent County citizens to support the development of accessible behavioral health services for all citizens and recognize suicide as a significant public health risk.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim September 2024 as “*No Matter What...You Matter*” Suicide Prevention Month in Kent County, and urge all citizens to actively work toward the prevention of suicide and to reach out to one another and ask, “Are you okay?”; listen without judgment, and share vital resources to promote an inclusive and mentally healthy community.

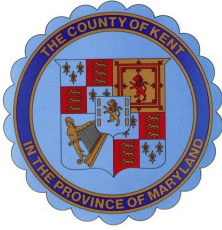
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert Nickerson, Member


John F. Price, Member

September 17, 2024



**Denise Robinson, Founder Eastport/Annapolis, Legacy Of Honor
Project
9/17/2024
County Commissioners Meeting**

Item Summary:

National Prisoner of War/Missing in Action Recognition Day

ATTACHMENTS:

Description

09.17.24 National Prisoners of War and Missing in Action Day, Proclamation

2024 National POW-MIA Recognition Day, information for Maryland Remembers

Missing Man Table Symbolism, 2024 National POW-MIA Recognition Day

Kent County, Maryland



Proclamation

NATIONAL PRISONERS OF WAR AND MISSING IN ACTION DAY
"From the Mountains to the Sea – Maryland Remembers"
SEPTEMBER 20, 2024


- WHEREAS,** In the United States, National Prisoners of War (POW), and Missing in Action (MIA) Recognition Day is observed on the third Friday in September and honors those who were POWs and MIA; and
- WHEREAS,** Over 1,000 brave Marylanders remain missing in action or are unaccounted for; many are unrecoverable in the deep oceans, and Kent County alone has seven MIA, and one POW accounted for; and
- WHEREAS,** We join a grateful nation in honoring our service members who served through unimaginable punishments and conditions as prisoners of war; and
- WHEREAS,** This day is a reminder that the families of our missing endure the cost of war and continued grief long after the last battle. They continue to mourn the pain of unanswered questions; and
- WHEREAS,** We recognize the debt we owe our prisoners of war and missing in action and stand with their families as they wait for their loved ones to be brought home; and
- WHEREAS,** On National POW/MIA Recognition Day, a Missing Man Table will be displayed in honor of our fallen who are still unaccounted for and the families waiting for them to come home; and
- WHEREAS,** We make this promise to our POWs and MIAs "You Are Not Forgotten."

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim September 20, 2024, as "**National POW/MIA Recognition Day**" and call upon all citizens of Kent County to take a moment to pause, reflect "From the Mountains to the Sea – Maryland Remembers" the more than 1,000 Marylanders who are missing in action.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

September 17, 2024

From the Mountains to the Sea- Maryland Remembers

National POW/MIA Recognition Day

20 September 2024

What is Maryland Remembers?

On National POW/MIA Recognition Day a “Missing Man Table” is set at locations across the state in honor of the over 1,000 Marylanders from WWI, WWII, Korea, and Vietnam who are still ‘missing’.

What is a Missing Man Table?

It is an empty place setting, sometimes referred to as the “Fallen Comrade Table”. It is meant to remind viewers of the fallen who are absent and can no longer share meals because they are still missing.

How do I set a Missing Man Table?

You may set your “Missing Man Table” anywhere visible. (Inside or outside) The basics- a white tablecloth, a single place setting, a bread plate (with a slice of lemon and sprinkle of salt), a candle, a vase with a single rose- with a yellow ribbon tied around it, and an inverted wine glass.

You may embellish or add to the setting as desired. In our example photo we added a gold charger, gold napkin, a photo, and a gold bow around the chair. Many “Missing Man Tables” have a Bible to show faith- you may add a Bible or other book of faith if you like. There are many examples on the internet to provide inspiration.



What if your location does not have all the supplies needed?

At the Legacy of Honor Project we have available to borrow - LED candles, gold chargers, gold table runners, cloth napkins, gold bread plates, white dinner plates, vases, and various sizes of white tablecloths. We have a limited number of small round tables (2ft diameter) you may borrow.

What day do we display our Missing Man Table?

20 September 2024

How do we become a part of Maryland Remembers?

To register, email Denise@thelegacyofhonor.com Your location will be added to our Maryland Remembers participant list. To draw attention to our missing heroes, the Legacy of Honor will post on social media and through press releases the names of the businesses and municipalities that will be participating. We hope that everyone will share on their own social media pages as well.

On 20 September 2024 please join “From the Mountains to the Sea- Maryland Remembers.” Help us honor and remember the Marylanders who are still unaccounted for and their families who are waiting for them to come home.

For more information, please email Denise@thelegacyofhonor.com



Missing Man Table

A Setting for One- to Symbolize All

The Table is Round – to show our everlasting concern.

The Cloth is White – symbolizing the purity of their motives when answering the call to serve.

The Single Red Rose - reminds us of the lives of these Americans and their loved ones and friends who keep the faith, while seeking answers.

The Yellow Ribbon - symbolizes our continued uncertainty, hope for their return and determination to account for them.

A Slice of Lemon - reminds us of their bitter fate, captured or missing in a foreign land.

A Pinch of Salt - symbolizes the tears of our missing and their families.

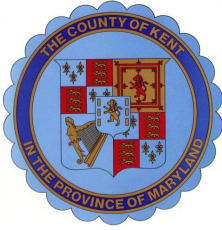
The Lighted Candle - reflects our hope for their return.

The Bible - represents the strength gained through faith to sustain us and those lost from our country, founded as one Nation under God.

The Glass is Inverted – to symbolize their inability to share a toast.

The Chair is Empty – they are missing.....





**Rosemary Ramsey Granillo, Director Kent County Local Management
Board
9/17/2024
County Commissioners Meeting**

Item Summary:

Hispanic Heritage Month or "Mes de Herencia Hispana"

ATTACHMENTS:

Description

09.17.24 Hispanic Heritage Month, Proclamation

Kent County, Maryland



Proclamation

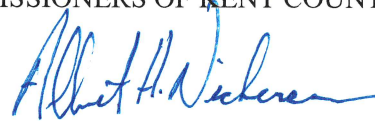
HISPANIC HERITAGE MONTH September 15, 2024 – October 15, 2024

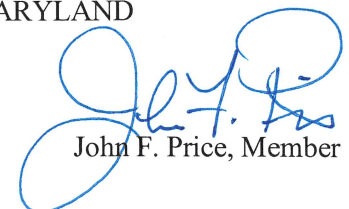
- WHEREAS,** National Hispanic Heritage Month, known as “Mes de Herencia Hispana”, is celebrated nationwide from September 15th through October 15th each year since 1968. Understanding that September 15 is significant because it is the anniversary of the independence of Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and
- WHEREAS,** Latinos are individuals who are descendants of Latin American countries and may speak a variety of different languages. Hispanics are individuals who speak Spanish and are descendants from Spanish-speaking countries, including Spain; and recognize that all 26+ Latin-American nations are not monogamous, and this month celebrates, honors, and pays tribute to them all for their contributions to our County and our society; and
- WHEREAS,** The Hispanic Community and Culture Alliance -Eñe-, the Kent Cultural Alliance, and the Kent County Local Management Board look forward to celebrating Hispanic Heritage Month with the greater community to highlight Latin America's rich heritage, arts, histories, food, music, and traditions. Celebrations will begin on Saturday, September 14th, with a Student Art Show and Latin American Cuisine Tasting, continued with Spanish Karaoke on Saturday, September 28th, and conclude with a Latino Dance Party on October 5th.
- WHEREAS,** Kent County is committed to recognizing Hispanic/Latino culture and heritage as an important part of the County and its strong, inclusive community; and
- WHEREAS,** Recognizing that Hispanics are an ever-growing population within Kent County and understanding that many Hispanics are entrepreneurial and play a vital role in our economy and workforce.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby join the nation and proclaim September 15 – October 15, 2024, as **Hispanic Heritage Month**, and ask all to join us in recognizing and supporting the importance of National Hispanic Heritage.

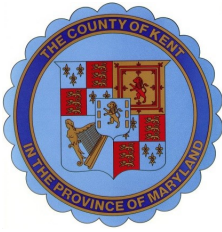
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

September 17, 2024



**Kennedyville Volunteer Fire Company, Beer Only, September 20-22,
2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-39 Kennedyville Volunteer Fire Company, Beer Only, September 20-22, 2024, Application

2024 PD-39

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: **Beer** ~~Beer and Wine~~ ~~Beer, Wine, and Liquor~~

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Kennedeville Vol Fire Co.

Address 11993 Kennedeville Rd Kennedeville MD 21645

Type of Function Molly's Open House

Location of Function Molly's Place, outside area *grounds only * of 12503 Augustine Herman Highway

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? No Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) SEPT 20-22
Begin at: _____ End at: _____ and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ _____) in payment for the license.

Please Select One:

- Pick Up * M. J. 480 3820
 - Mail Permit (will be mailed to above address)
- Fri - 4pm - 8pm 9/20/24
SAT - 12pm - 6pm 9/21/24
SUN - 11:30am - 3pm 9/22/24



9. Applicants Mark L. Dixon 12783 Main Street, Still Pond MD 21667
 (1) Keedysville Fire Co Kent County
 Name Residence
53 24 yrs ASS. Stant Chief 443 480 3820 Mark Dixon
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

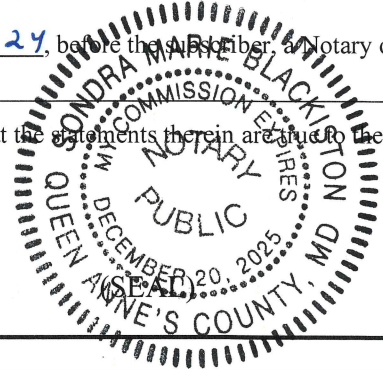
SMB

STATE OF MARYLAND

This certifies, that on the 29 day of August, 2024, before the undersigned, a Notary of the State of Maryland, personally appeared Mark L. Dixon the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



(2) _____
 Name Residence

 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20____, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

(SEAL)

(3) _____
 Name Residence

 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20____, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

(SEAL)

9. Applicants

(1)

Name

Residence

Length of Residence in Kent Co.

Committee Title

Phone No.

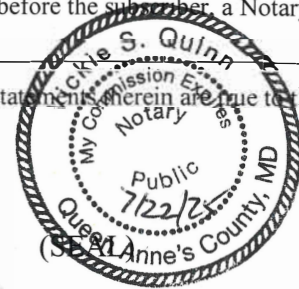
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Suzanne Miller the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Uiche S. Quin



(2) Suzanne Miller

12793 Augustine Herman Hwy Kennedyville MD 21645

Name

Residence

68 years

asst treasure

410-708-6563

Suzanne Miller

Length of Residence in Kent Co.

Committee Title

Phone No.

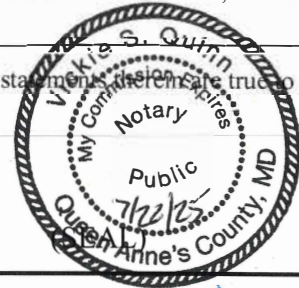
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 29th day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Suzanne Miller the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Uiche S. Quin



(3) Patricia Ann Scott

27766 Lambs Meadow Rd Kennedyville, MD 21645

Name

Residence

35 ~~39~~ years

Secretary

410-708-9986

Patricia Ann Scott

Length of Residence in Kent Co.

Committee Title

Phone No.

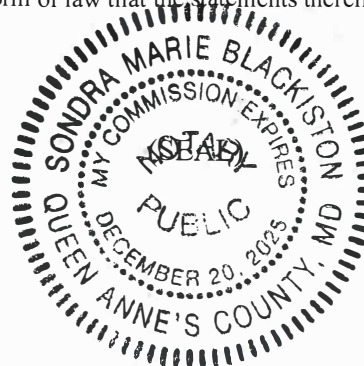
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10 day of September, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Patricia Ann Scott the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sandra Marie Blackiston



STATEMENT OF OWNER/AUTHORIZED AGENT FOR ENTITY OF PREMISES REQUIRED IN CONNECTION WITH ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I HEREBY CERTIFY That I am the owner OR I have been given authorization by the Entity to act on their behalf of the property as an authorized agent named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agree to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County, and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

NAME OF ENTITY: Molly Mason's

OWNER/AUTHORIZED AGENT:

SIGNATURE: [Handwritten Signature] PRINT NAME: Nitin Shaywani

TITLE OF AUTHORIZED AGENT: owner

NOTARY
OWNER/AUTHORIZED AGENT FOR ENTITY OF PREMISES

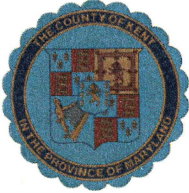
STATE OF MARYLAND, COUNTY OF Kent :

THIS CERTIFIES, That on the 10th day of September, 20 , before the subscriber, a Notary of the State of Maryland, personally appeared Nitin Shaywani and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Valerie Angelo



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

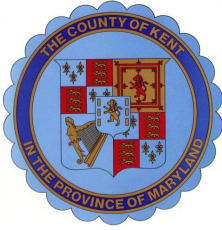
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kennedysville Vol Fire Co.

Address 11993 Augustine HERMAN Hwy

Name MARK DIXON Mark Dixon
(Please Print) (Signature)

Phone # 443-480-3820 Date 8-28-2024



**Kent County Bar Association, Beer and Wine, October 10, 2024
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-38 Kent County Bar Association, Beer and Wine, October 10, 2024, Application

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: ~~Beer ()~~ **Beer and Wine (X)** ~~Beer, Wine, and Liquor ()~~

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Kent County Bar Association

Address 207 Court St, Chestertown, MD 21620

Type of Function Crab Feast

Location of Function Turner's Creek Pavilion

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____ Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Oct 10, 2024.
Begin at: 5:00 End at: 8:00 and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15) in payment for the license.

Please Select One:

Pick Up

Mail Permit (will be mailed to above address)

9. Applicants

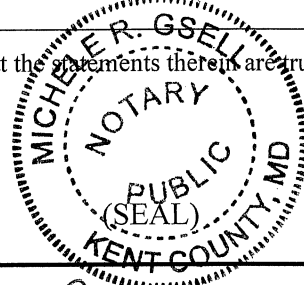
① Kathleen Hurd 13031 Rosedale Cannery Rd, Still Pond
 Name Residence
37 yrs President 410-778-3515 Kathleen Hurd
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 28th day of August, 2024 before the subscriber, a Notary of the State of Maryland, personally appeared Kathleen Hurd the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Michelle R Gsell
 comm exp: 5/13/28



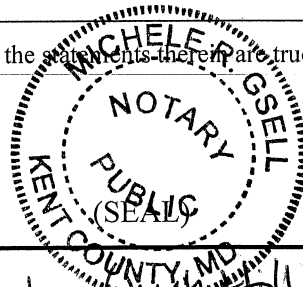
② Barbara Jorgenson 209 Washington Ave, Chestertown
 Name Residence
17 yrs Treasurer 240-399-7831 Barbara Jorgenson
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 28th day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Barbara Jorgenson the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Michelle R Gsell
 comm exp: 5/13/28



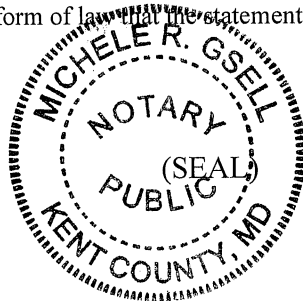
③ G. Robert Howell 112 Dabbling Court, Millersville MD 21627
 Name Residence
0 Secretary 443-845-4143 G. Robert Howell
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 28th day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared G. Robert Howell the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Michelle R Gsell
 my comm exp: 5/13/28




**STATEMENT OF OWNER/AUTHORIZED AGENT FOR ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I HEREBY CERTIFY That I am the owner OR I have been given authorization by the Entity to act on their behalf of the property as an authorized agent named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agree to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County, and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

NAME OF ENTITY: Kent County Parks and Recreation

OWNER/AUTHORIZED AGENT:

SIGNATURE: _____



PRINT NAME: _____

Jillyn Coleman

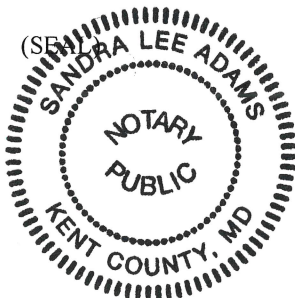
TITLE OF AUTHORIZED AGENT: Director

**NOTARY
OWNER/AUTHORIZED AGENT FOR ENTITY OF PREMISES**

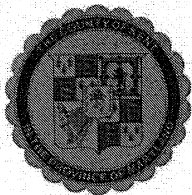
STATE OF MARYLAND, COUNTY OF KENT :

THIS CERTIFIES, That on the 4th day of September, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Jillyn Coleman and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Sandra Lee Adams



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent county Bar Association

Address 207 Court St, Chestertown, MD 21620

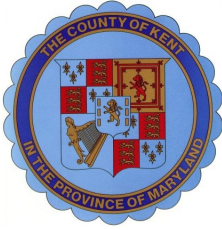
Name Kathleen Huid Kath Huid
(Please Print) (Signature)

Phone # 410-778-3515 Date 8/27/24

RECEIVED

SEP 04 2024 *Smz*

KENT COUNTY COMMISSIONERS OFFICE



Rob Tracey, Associate Planner, Planning, Housing, and Zoning
9/17/2024
County Commissioners Meeting

Item Summary:

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to add self-storage centers as a permitted use in the Industrial district by (a) amending Article V, District Regulations, Section 15. Industrial District, §15.2 Permitted Principal Uses and Structures, by adding a new #20 as follows: “Self-storage centers provided the front façade of the center and any other façade visible from adjoining public roads reflect the scale, materials and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” (b) by amending Article V, District Regulations, Section 11 Commercial, §11.2 Permitted Principal Uses and Structures, by replacing #6 with: “Self-storage centers provide the front façade of the center and any other façade visible from adjoining public roads reflect the scale materials and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” and (c) by including a certain, non-codified provision to instruct County staff to make similar changes in the upcoming re-adoption of the Land Use Ordinance.

The proposed amendment would add self-storage centers as a permitted use in the Industrial District. This use would extend to the Industrial District, a permitted use that is currently permitted within the Village, Intense Village, and Commercial districts. The Kent County Comprehensive Plan recognizes the importance of supporting existing businesses and providing for more diversity in the size, number, and types of businesses by promoting the development of small, locally owned businesses.

On July 11, 2024, the Planning Commission held a public hearing and favorably recommended the zoning text amendment to the County Commissioners. A letter from the Planning Commission is attached.

On August 20, 2024, the County Commissioners voted to introduce CHRB 7-2024, in order to schedule the public hearing.

On September 10, 2024, the County Commissioners held a public hearing. No member of the public came forward to speak at the meeting.

This item is presented for consideration and adoption, adoption with written amendments, or rejection by the County Commissioners.

ATTACHMENTS:

Description

Cover page_Zoning Text Amendment

Draft Legislation



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

September 10, 2024
Legislative Session Day

Legislative Session Day
September 10, 2024

CODE HOME RULE
BILL NO. 7-2024

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to add self-storage centers as a permitted use in the Industrial district by (a) amending Article V, District Regulations, Section 15. Industrial District, §15.2 Permitted Principal Uses and Structures, by adding a new #20, as follows: “Self-storage centers provided the front façade of the center and any other façade visible from adjoining public roads reflect the scale, materials, and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” (b) by amending Article V, District Regulations, Section 11. Commercial, §11.2 Permitted Principal Uses and Structures, by replacing #6 with: “Self-storage centers provided the front façade of the center and any other façade visible from adjoining public roads reflect the scale, materials, and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” and (c) by including a certain, non-codified provision to instruct County staff to make similar changes in the upcoming re-adoption of the Land Use Ordinance.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, August 20, 2024, ordered posted and public hearing scheduled on September 10, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on September 10, 2024. Reported favorably [with] OR [without] amendments; read the second time and ordered to be considered on September 17, 2024, a legislative session day.

BILL NO. 7-2024 – Self-Storage Centers In The Industrial District
CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike-through~~ indicates matter deleted from existing law.

**A BILL ENTITLED CHR 7-2024
SELF-STORAGE CENTERS IN THE INDUSTRIAL DISTRICT**

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland, that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.
DISTRICT REGULATIONS

SECTION 15. INDUSTRIAL DISTRICT

...

15.2 Permitted Principal Uses and Structures

...

19. Data processing centers, subject to the alternate design provisions of Section 15.9

20. SELF-STORAGE CENTERS PROVIDED THE FRONT FAÇADE OF THE CENTER, AND ANY OTHER FAÇADE VISIBLE FROM ADJOINING PUBLIC ROADS REFLECT THE SCALE, MATERIALS, AND DESIGN FEATURES COMMON TO RESIDENTIAL OR HISTORIC STRUCTURES IN THE COUNTY. SELF-STORAGE CENTERS ARE SUBJECT TO SITE PLAN REVIEW.

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.
DISTRICT REGULATIONS

SECTION 11. COMMERCIAL DISTRICT

...

11.2 Permitted Principal Uses and Structures

...

5. Data processing centers, subject to the alternate design provisions of Section 15.9

~~6. Mini storage facilities.~~

6. SELF-STORAGE CENTERS PROVIDED THE FRONT FAÇADE OF THE CENTER, AND ANY OTHER FAÇADE VISIBLE FROM ADJOINING PUBLIC ROADS REFLECT THE SCALE, MATERIALS, AND DESIGN FEATURES COMMON TO RESIDENTIAL OR HISTORIC STRUCTURES IN THE COUNTY. SELF-STORAGE CENTERS ARE SUBJECT TO SITE PLAN REVIEW.

7. Machinery and equipment sales, service, and rental

...

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are hereby instructed to prepare corresponding text amendments and include them within the body of any proposed legislation related to re-adoption of the Land Use Ordinance via Comprehensive Rezoning, which is to be prepared by County staff following review and comment by the Critical Area Commission.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2024.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

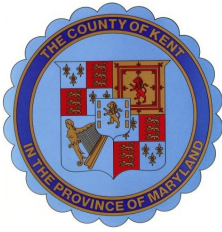
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



Jim Miller, Director, Human Resources
9/17/2024
County Commissioners Meeting

Item Summary:

Emergency Medical Technician (Full Time) Vacancy

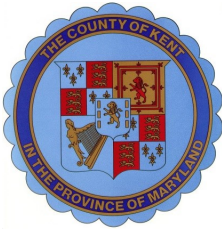
ATTACHMENTS:

Description

Cover Sheet

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.” - Kent County Human Resources





Jim Miller, Director, Human Resources
9/17/2024
County Commissioners Meeting

Item Summary:

Public Works - Roads Division, MEO I Vacancy

ATTACHMENTS:

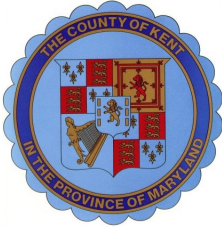
Description

Cover Sheet

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.”

Kent County Department of Human Resources

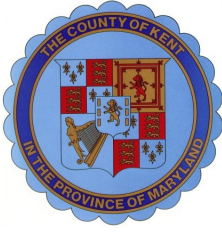




Kent County Ethics Commission 9/17/2024 County Commissioners Meeting

Item Summary:

The Kent County Ethics Commission will meet Friday, September 20, 2024, in the Commissioners Hearing Room at 11:00 a.m.



Meeting Announcements 9/17/2024 County Commissioners Meeting

Item Summary:

- Maryland Dept. of Transportation Annual Consolidated Transportation Programs (CTP) Tour
- Annual Consultation Meeting

ATTACHMENTS:

Description

09.05.24 State of Maryland, Maryland Department of Transportation, Consolidation Transportation Programs (CTP) Tour Invitations with Enclosures



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Senator Stephen S. Hershey, Jr.
District 36
James Senate Office Building, Room 420
11 Bladen St.
Annapolis, MD 21401

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Senator Hershey:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

Kent County is now accepting State legislative proposals for revisions or additions to Maryland law or a Legislative Bond Initiative request. Please see the attached notices for more information.

On behalf of the County Commissioners of Kent County, I hope to see you at the Kent County Commissioners' regularly scheduled meeting on Tuesday, October 8, 2024, at 6:00 p.m. If you would, please kindly confirm your attendance by September 27, 2024, with the Commissioners' Office at kentcounty@kentgov.org.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shelley L. Heller".

Shelley L. Heller
County Administrator

SLH:tl
Enclosures

cc: The County Commissioners of Kent County, Maryland
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

The Honorable Jay A. Jacobs
Lowe House Office Building, Room 321
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Jefferson L. Ghrist
Lowe House Office Building, Room 430
6 Bladen Street
Annapolis, MD 21401-1912

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Delegates Jacobs, Arentz, and Ghrist:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Very truly yours,

Shelley L. Heller
County Administrator

SLH:tlt

Enclosures

cc: The County Commissioners of Kent County, Maryland
The Honorable Stephen S. Hershey, Jr.



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Mayor David Foster and Council
Town of Chestertown
118 N. Cross Street
Chestertown, MD 21620

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Mayor Foster and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Very truly yours,

A handwritten signature in black ink, appearing to read "Shelley L. Heller", is written over a white background.

Shelley L. Heller
County Administrator

SLH:tl
Enclosures

cc: The County Commissioners of Kent County, Maryland



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Mayor Donald E. Sutton and Council
Town of Betterton
100 Main Street
P.O. Box 339
Betterton, MD 21610

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Mayor Sutton and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Very truly yours,

Shelley L. Heller
County Administrator

SLH:tl

Enclosures

cc: The County Commissioners of Kent County, Maryland



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Mayor James Cook and Council
Town of Rock Hall
5585 Main Street
P.O. Box 367
Rock Hall, MD 21661

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Mayor Cook and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Very truly yours,

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Shelley L. Heller
County Administrator

SLH:tl

Enclosures

cc: The County Commissioners of Kent County, Maryland



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Mayor John T. Carroll and Council
Town of Galena
101 S. Main Street
Galena, MD 21635

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Mayor Carroll and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Very truly yours,

Shelley L. Heller
County Administrator

SLH:tl

Enclosures

cc: The County Commissioners of Kent County, Maryland



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

September 05, 2024

Mayor Kevin Hemstock and Council
Town of Millington
402 Cypress Street
P.O. Box 330
Millington, MD 21651

RE: Maryland Department of Transportation, and Annual Consultation Meeting

Dear Mayor Hemstock and Council Members:

An invitation has been extended to you regarding the annual Maryland Department of Transportation overview of the Consolidated Transportation Programs (CTPs) for Kent County. It is an opportune time to discuss the transportation needs of Kent County. You can attend the meeting virtually, in person, or by calling in. If you would like to attend the meeting virtually, please provide an email address to the Commissioners' Office at the email address listed below. An invitation will be sent with a link just prior to the meeting date. If you would like to call in by phone, please dial 1-872-239-8359 and enter the conference id number 757864133 followed by the pound (#) symbol.

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Shelley L. Heller
County Administrator

SLH:tlt

Enclosures

cc: The County Commissioners of Kent County, Maryland



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

PUBLIC NOTICE

Kent County Is Accepting State Legislative Proposals Until October 1, 2024

The Kent County Commissioners have established a timeline in preparation for the County Commissioners' 2025 State Legislative Package. Any member of the public interested in submitting a legislative proposal for a revision or addition to Maryland law or submitting a Legislative Bond Initiative Request is invited to submit a written request and supporting documents to the Board of Kent County Commissioners by October 1, 2024, or if mailed to the address below postmarked by September 27, 2024:

County Commissioners of Kent County, Maryland
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

All legislative proposals will be linked to the county website for public viewing and presented to the County Commissioners during a public hearing on October 8, 2024. Anyone submitting a proposal is asked to attend the public hearing.

Thereafter, all proposals will be compiled into a preliminary legislative package and reviewed by the County Commissioners at a work session on October 29, 2024.

For more information, contact the County Commissioners' Office at 410-778-4600 x4. Members of the public with special needs may contact the Maryland Relay Service at 711, or Relay Service TDD: 800-735-2258.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 09/19/24



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, October 8, 2024, at 6:00 p.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is to review and receive comments on the proposed revisions or additions to Maryland law of Legislative Bond Initiative Requests for consideration to the County Commissioners.

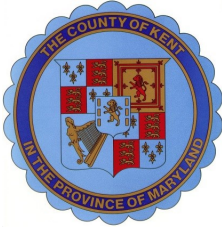
The meeting is open to the public. The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410)778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, September 27, 2024.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 9/19/24



Shelley Heller, County Administrator
9/17/2024
County Commissioners Meeting

Item Summary:

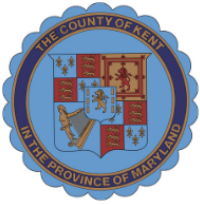
Legislative Bond Initiative Process and Public Hearing Notices

ATTACHMENTS:

Description

10.08.24 Public Notice Legislative Proposals

10.08.24 Notice of Public Hearing Legislative Proposals



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

PUBLIC NOTICE

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R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

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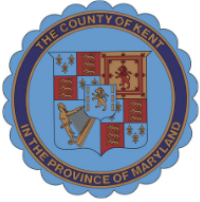
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By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 09/19/24



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

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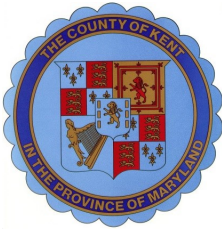
The meeting is open to the public. The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410)778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, September 27, 2024.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 9/19/24



Procedures For Public Comment 9/17/2024 County Commissioners Meeting

ATTACHMENTS:

Description

09.17.24 Public Comments Sign In Sheet

Procedures for Public Comment

**PUBLIC COMMENTS
SIGN IN SHEET
September 17, 2024**

NAME (please print)	ADDRESS	TOPIC



Office of The County Commissioners

Press and Public Comments

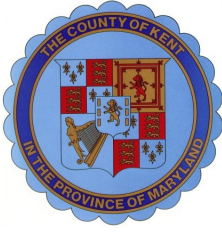
Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter of County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
9/17/2024
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

07.29.24 Jeffery P. Maguire, Member, Babylon Revisited, dba Zelda Speakeasy, License No. 4713,
Probation Period



Kent Alcohol and Tobacco Enforcement

Hand-delivered on 9/9/2024

Jeffery P. Maguire, Member
Babylon Revisited, LLC d/b/a Zelda Speakeasy
108 S. Cross Street
Chestertown, MD 21620

Re: License No. 4713, Probation Period

Dear Licensee:

As the holder of a county-issued Class B, Beer, Wine, and Liquor License requires you to operate by the standards of a restaurant. According to Section 24-104 of the Alcoholic Beverages Article of the Annotated Code of Maryland, to qualify as a restaurant, your establishment must have average daily receipts from the sale of food that are at least 25% of the total average daily receipts.

The statement of purchases for May 2023 - October 2023 did not fully meet the standard requirements, and as a result, the probation period was extended for an additional six months. After reviewing all the submissions through June 2024, it has been found that your establishment has achieved compliance. Your probation has been lifted. Please continue to be mindful of all the requirements associated with a Class B license. If you have any questions or concerns, contact me at 443-282-5785.

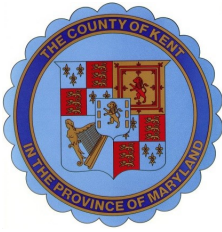
Sincerely,

Bonnie S. Pearsall, Inspector
Kent Alcohol and Tobacco Enforcement

Cc: The Board of License Commissioners
Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney

Owner Signature: Jeffery P. Maguire

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom, positioned above a solid black horizontal line.



Mark Carper, Associate Planner, Planning, Housing, and Zoning
9/17/2024
County Commissioners Meeting

Item Summary:

Notice to Adjacent Property Owner
Morgnec Road Solar, LLC, 616 Morgnec Road

ATTACHMENTS:

Description

09.13.24 Adjacent Property Owner Notification #23-34 Morgnec Road Solar, LLC



Department of Planning, Housing, and Zoning



September 13, 2024

RE: #23-34 Morgnec Road Solar, LLC – Major Site Plan (Preliminary)
616 Morgnec Road, Chestertown, Maryland

Dear Adjacent Property Owner:

On **Thursday, October 3, 2024, at 1:30 p.m.**, the Kent County Planning Commission will review a site plan application submitted by Morgnec Road Solar, LLC, requesting preliminary site plan review of a 245-acre utility scale solar facility. The proposed site is located at 616 Morgnec Road near Chestertown in the Fourth Election District and is zoned Intense Village (IV), Community Residential (CR), Rural Residential (RR), and Resource Conservation District (RCD).

The *Kent County Land Use Ordinance* requires the Planning Commission to review proposals to assure good arrangement and appearance, consistency with the County's Comprehensive Plan, and compliance with all County regulations.

As an adjoining property owner, you are invited to comment on this proposal and attend the meeting on Thursday, October 3, 2024. If you have any questions concerning the application, please contact the Department at 410-778-7423 or send an email to mcarper@kentgov.org. If you are unable to attend but are interested in participating in the meeting, citizens may observe and/or comment on the meeting via the audio-only phone number and conference identification numbers listed below. Please note that phone participation is dependent on service carriers and internet providers, this option may not be available for all meetings or be available during the entire meeting. In-person attendance is always recommended.

1. Dial **1-872-239-8359**
2. Enter Conference ID: **508 341 514#**

Members of the public are asked to mute their phones/devices, until the Chair opens the floor for comment.

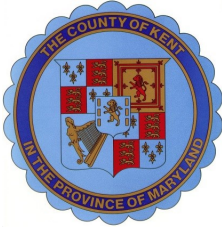
Members of the public may also watch the live video feed and view the video after the meeting at the County's YouTube channel: [@kentcountygovernment2757](https://www.youtube.com/@kentcountygovernment2757). Please note that although many meetings are recorded, the availability of video online is dependent on internet availability and functionality.

If you need communication assistance, please contact the Maryland Relay Service at www.mdrelay.org or 7-1-1 for voice/TDD.

Sincerely,

Mark Carper
Associate Planner, LEED Green Associate

cc: Kevin Clark, Urban Grid, via email
Ellen Tusing, P.E., Kimley-Horn and Associates, Inc., via email



**Caroline County Commissioners Office, Letter of Intent Maryland
Community Colleges
9/17/2024
County Commissioners Meeting**

ATTACHMENTS:

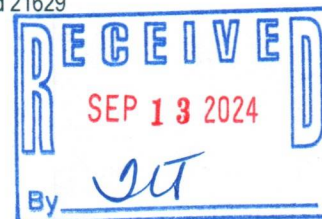
Description

09.17.24 Caroline County Letter of Intent Maryland Community Colleges



CAROLINE COUNTY
you belong here
CAROLINE COUNTY COMMISSIONERS OFFICE

JAMES TRAVIS BREEDING, PRESIDENT
LARRY C. PORTER, VICE PRESIDENT
NORMAN FRANKLIN BARTZ, III., COMMISSIONER
109 Market Street, Room 123
Denton, Maryland 21629

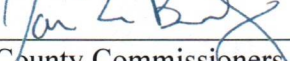
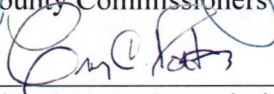
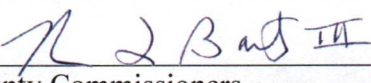


LETTER OF INTENT
MARYLAND COMMUNITY COLLEGES

TO: Daniel D. Schuster
Finance Policy Analyst
Maryland Higher Education Commission
6 North Liberty Street, 10th Floor
Baltimore, Maryland 21201

RE: Chesapeake College Queen Anne's Technical Center Project

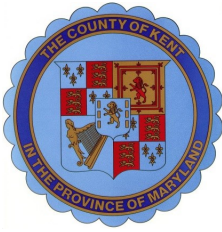
This Letter of Intent serves to affirm Caroline County's commitment to providing the necessary local funds for the design, construction, and equipping of the referenced project. Caroline County is dedicated to supporting this initiative, which will significantly benefit Caroline County Public Schools by offering access to a state-of-the-art facility. This facility will play a crucial role in delivering essential skills training, enhancing educational opportunities in the trades, and better preparing students for successful futures. We are committed to ensuring that the school system can fully utilize this building to its maximum potential, supporting both academic and vocational development.

Signatures of: J. Travis Breeding 
President, Caroline County Commissioners
Larry C. Porter 
Vice-President, Caroline County Commissioners
N. Franklin Bartz, III 
Member, Caroline County Commissioners

September 10, 2024

JTB/cmw

Cc: The Honorable John Mautz
The Honorable Christopher Adams
The Honorable Tom Hutchinson
Talbot County Council
Dorchester County Council
Kent County Commissioners
Queen Anne's County Commissioners



**American Rescue Plan Act (ARPA) Funds Spend Plan
9/17/2024
County Commissioners Meeting**

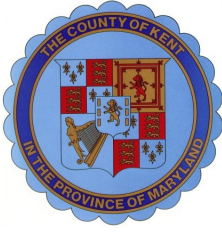
ATTACHMENTS:

Description

9-10-2024 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
9/10/2024**

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	12/30/2023
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	9/20/2023
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	8/10/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	9/20/2023
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Wesley Chapel Pump Station Wet Well	Water & Wastewater Fund	36,700	06/25/24	36,700	
Total Amount of Funds Committed		<u>\$ 3,686,077</u>		<u>\$ 3,416,077</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 80,700</u>		<u>\$ 350,700</u>	

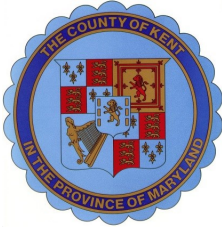


Contingency and Use of Fund Balance Report 9/17/2024 County Commissioners Meeting

ATTACHMENTS:

Description

9-10-2024 Commissioner Report Contingency



**Shelley L. Heller, County Administrator and Bill Mackey, Director,
Planning, Housing, and Zoning
9/17/2024
County Commissioners Meeting**

Item Summary:

Personnel and Pending or Potential Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

ATTACHMENTS:

Description