

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

**October 22, 2024**

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

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

Public Notices

Code Home Rule Bill No. 8-2024 Emergency Services and Fire Companies

Public Hearing Notice

Alcoholic Beverage License Hearing

M&M Rock Hall, LLC dba Rock Hall One Stop Shop

Consent Items

#1 - Regular Session Minutes, October 8, 2024

#2 - Liquor Minutes, October 8, 2024

#3 - The Chestertown Garden Club, Raffle Only, October 29, 2024

#4 - Betterton - Still Pond Lions Club, Combined Gaming Devices, November 9, 2024

Special Class C Licenses

Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, October 29, 2024

Recognition

Shelly Neal-Edwards, Director, Department of Social Services

Certificate of Appreciation - Tracye Landon

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing Protocol

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning

Kent County's Growth Allocation Policy Revisions as Required by the Critical Area Commission

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Rikin Patel, President  
Robert T. Connell, Shareholder  
Hari Corp. trading as Pip's Discount Liquors  
Class A, Beer, Wine, and Liquor, with BWLT and DEL

#### Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement  
Gulshan, Inc., D/B/A Lewes Dairy Market, Liquor License Modification Request

#### Appointments

Tom Porter, Supervisor for Accountability and Career and Technical Education, Kent County  
Public Schools  
Kent County High School, Career Technology Education Programs  
Terwana J. Brown, President, Chester Valley Ministers Association  
Good Neighbor Fund Initiative

#### Departmental Appointments

Roland Sheppard, Acting Director of Operations, and Steve Wallace, Captain, Kent County  
Detention Center  
Medication Assisted Treatment Program Services  
Jillyn Coleman, Director, Parks and Recreation; Carrie Klein, Deputy Director, Public Works;  
Dan Small, Associate Director, Natural Land Stewardship Center for Environment & Society  
and Katherine Thornton, Field Technician, Natural Lands Project, Washington College  
Turner's Creek & Toal Park Farmland Project Proposal  
Lisa Mazingo, Director, Kent Family Center  
FY2024 Maryland Family Network Contract Extension

#### Human Resources Director

Jim Miller, Director, Human Resources  
Compensatory Time Buy-Back Program  
Jim Miller, Director, Human Resources  
Emergency Medical Technician (Full Time) Vacancy  
Jim Miller, Director, Human Resources  
Grant Program Administrator Vacancy

#### Public Works Director

Dan Mattson, Director, Public Works  
Environmental Operations Division - Authorize Purchase of Roll-Off Truck

#### County Administrator

2025 Meeting Calendar  
Annual Meeting Schedule

#### County Administrator Report

Letter for Signature

Citizen Interest Form Received For Planning Commission

Thank You For Your Interest Letter

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce

Re-allocation of Maryland State Ceiling, Private Activity Bond Allocation

Donna Gunning, Assistant State Superintendent, Division of Financial Planning, Operations, and Strategy, Maryland State Department of Education

FY2025 Kent County Public Schools Maintenance of Effort Certification

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Village at Kennedyville - Status Update

Legal Advice

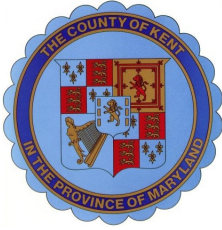
This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b)(7) To consult with counsel to obtain legal advice.

Bill Mackey, Director, Planning, Housing, and Zoning

Legal Advice and Pending or Potential Litigation

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; 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.)



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## **Code Home Rule Bill No. 8-2024 Emergency Services and Fire Companies**

**10/22/2024**

### **County Commissioners Meeting**

**Item Summary:**

Public Hearing Notice

**ATTACHMENTS:**

**Description**

CHR Bill No. 8-2024 Emergency Services and Fire Companies, Public Hearing Notice

CHR Bill No. 8-2024 Emergency Services and Fire Companies, DRAFT Legislation



## 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

October 1, 2024  
Legislative Session Day

Legislative Session Day  
October 1, 2024

### CODE HOME RULE BILL NO. 8-2024

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

AN ACT concerning Chapter 33 Emergency Services and Fire Companies, Section 33-1 Emergency Services Board Appropriations and 33-2 Vehicles. For the purpose of decreasing time constraints for volunteer fire and EMS companies to achieve compliance with standards and revisions to be consistent with the Maryland Annotated Code Transportation Article. By repealing Chapter 33 Emergency Services and Fire Companies, Section 33-1 Emergency Services Board Appropriations, and 33-2 Vehicles and reenacting with amendments to Chapter 33 Emergency Services and Fire Companies.

A hearing will be held on October 29, 2024, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at [www.kentcounty.com/commissioners/meeting-agenda](http://www.kentcounty.com/commissioners/meeting-agenda). Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioner's Office at (410) 778-4600 and press 4 or visit Maryland Relay at [www.mdrelay.org](http://www.mdrelay.org) no later than noon on Friday, October 25, 2024.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at [www.kentcounty.com/commissioners/draft-legislation](http://www.kentcounty.com/commissioners/draft-legislation).

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston  
Clerk

PUBLISH: KCN 10/10/24

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

**October 1, 2024  
Legislative Session Day**

**Legislative Session Day  
October 1, 2024**

**CODE HOME RULE  
BILL NO. 8-2024**

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

AN ACT concerning Chapter 33 Emergency Services and Fire Companies, Section 33-1 Emergency Services Board Appropriations and 33-2 Vehicles. For the purpose of decreasing time constraints for volunteer fire and EMS companies to achieve compliance with standards and revisions to be consistent with the Maryland Annotated Code Transportation Article. By repealing Chapter 33 Emergency Services and Fire Companies, Section 33-1 Emergency Services Board Appropriations, and 33-2 Vehicles and reenacting with amendments to Chapter 33 Emergency Services and Fire Companies.

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

\_\_\_\_\_  
Ronald H. Fithian, President

INTRODUCED, read the first time, October 1, 2024, ordered posted and public hearing scheduled on October 29, 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 made available to the public and the press, a public hearing was held on October 29, 2024. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on November 19, 2024, a legislative session day.

**A BILL ENTITLED CHR 8-2024 EMERGENCY SERVICES AND FIRE COMPANIES**

**SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, that Chapter 33 Emergency Services and Fire Companies** is hereby amended by repealing Chapter 33 Emergency Services and Fire Companies, Section 33-1 Emergency Services Board Appropriations and Section 33-2 Vehicles and reenacting with amendments to Chapter 33 Emergency Services and Fire Companies herein.

**§ 33-1. Emergency Services Board Appropriations.**

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

ALS — Advance life support.

BLS — Basic life support.

BOARD — The Emergency Services Board as set forth in this section.

~~CHIEFS~~ **CHIEFS' ASSOCIATION** — The organization known as "Kent County ~~Chiefs~~ **CHIEFS' Association of Kent County, Maryland,**" whose membership consists of the chief of each fire company and rescue squad located in Kent County, Maryland.

COUNTY — Kent County, Maryland.

DIRECTOR — The Director of the Kent County Office of Emergency Services.

EMS — Emergency medical services.

EMS COUNCIL — The organization known as "Kent County Emergency Medical Services Council," whose membership consists of a representative from each of the EMS services in Kent County and one from the County's EMS.

B. Emergency Services Board.

(1) ~~The County Commissioners~~ of Kent County shall establish an Emergency Services Board, which shall consist of five members:

(a) Membership.

[1] A representative from the ~~Chiefs~~ **CHIEFS' Association**, who shall be appointed by the ~~Chiefs~~ **CHIEFS' Association** and shall serve for a one-year term;

[2] A representative from the EMS Council, who shall be appointed by the EMS Council and shall serve for a one-year term;

[3] A citizen, who shall be appointed by the County Commissioners and shall act as Chairman of the Board. The citizen shall be a resident of Kent County, Maryland, shall have no current affiliation with a fire or EMS company, shall have leadership skills, and shall serve for a three-year term;

[4] A citizen attorney, who shall be appointed by the County Commissioners. The citizen attorney shall be a member of the bar of the State of Maryland; shall be a

resident of Kent County, Maryland or shall maintain an active office in Kent County for the practice of law; shall have no current affiliation with a fire or EMS company; and shall serve for a three-year term; and

[5] The Director of the Kent County Office of Emergency Services, who shall serve as long as he or she is the Director.

- (b) Notwithstanding the above, there shall not be more than one member from each respective fire company and rescue squad on the Board.
- (c) A quorum of the Board shall be a majority of all members thereof.
- (d) The Board, subject to the approval of the County Commissioners, may from time to time employ or contract with such personnel as the Board may consider necessary to properly administer the functions of the Board.

(2) All Board members may be reappointed to the Board after serving their term.

(3) The Board shall approve and enforce County-wide policies and standards for fire protection services and emergency medical services.

(4) The Board shall have authority to withhold funding from any fire or EMS company in order to ensure compliance with approved standards. The Board's authority in this regard shall be exercised as follows: From the date of the adoption of a policy or one or more standards by the Board, each fire and EMS company will have ~~one year~~ to come into reasonable compliance **WITHIN THE TIME SET FORTH BY THE KENT COUNTY CHIEFS' ASSOCIATION OR THE KENT COUNTY EMS COUNCIL. SUCH TIME SHALL BE EITHER THIRTY DAYS, SIXTY DAYS, OR NINETY DAYS.** If at the end of ~~one year~~ **THE TIME SET FORTH BY THE KENT COUNTY CHIEFS' ASSOCIATION OR THE KENT COUNTY EMS COUNCIL** a company is not compliant with the Board's policies and/or standards, the Board shall withhold 5% of the noncompliant company's funds and will appoint a review committee to determine strategies to bring the company into compliance. If at the end of the ~~second year~~ **TIME SET FORTH BY THE KENT COUNTY CHIEFS' ASSOCIATION OR THE KENT COUNTY EMS COUNCIL** the company is still not in compliance, the Board will withhold 10% of the company's funds and will appoint a review committee to provide an alternative recommendation to the Board in order to ensure compliance.

(5) The Board shall evaluate the **FIRE AND EMS** system annually, and shall make recommendations as appropriate to the County Commissioners regarding updates and improvements to the system. These recommendations may include, but are not limited to, staffing, priority dispatch, billing, evaluation of system progress, and the delivery of **FIRE AND EMS** Countywide.

(6) The Board may establish bylaws, procedures, and rules to facilitate carrying out its mission and responsibilities.

C. Authorization.

(1) The County Commissioners are hereby authorized and directed, each and every year, to appropriate .0322 per \$100 of the value of the assessable real property as set by the State



Department of Assessments and Taxation (full-year levy) for the use and benefit of the fire companies, ambulance companies, rescue squads, and/or other public safety providers.

- (2) The sum so appropriated shall be in lieu of any and all other funds to be paid by the County to or on behalf of the fire companies, ambulance companies, rescue squads, and/or other public safety providers.

D. Allocation of funds.

- (1) All such funds appropriated by the County Commissioners pursuant to the above subsection shall be designated for the use of fire protection services, for the use of emergency medical services, and/or for both as determined by the Board.
- (2) The ~~Chief's~~ **CHIEFS'** Association shall allocate among the fire companies, rescue squads, and/or other public safety service providers all of those funds designated for the use of services relating to fire protection services. If the ~~Chief's~~ **CHIEFS'** Association is unable to agree on an appropriate allocation in a timely manner, then the Board shall allocate the funds.
- (3) The EMS Council shall allocate among the fire companies, rescue squads, and/or other public safety service providers all of those funds designated for the use of services related to the provision of emergency medical services. If the EMS Council is unable to agree on an appropriate allocation in a timely manner, then the Board shall allocate the funds.
- (4) The Board shall allocate among the fire companies, rescue squads, and/or other public safety service providers all of those funds designated for the use of services related to the provision of both fire protection services and emergency medical services.
- (5) In the event that the Board cannot agree on the appropriate allocation or distribution of funds, the County Commissioners may withhold funding.

**§ 33-2. Vehicles.**

~~The Fire Chief, his two Chief Deputies or his designated fire police of each volunteer fire company in Kent County may have their vehicles equipped with amber lights or signal devices designed to emit an oscillating, rotating, blinking or other type of emission of light. The lights or signal devices may be flashed or oscillated or otherwise used only while en route to or at the scene of an accident, flood or other emergency to which the volunteer fire company is responding. In addition, the Fire Chief, his two Chief Deputies or his designated fire police may flash, oscillate or otherwise use blue lights only at the scene of an accident, flood or other emergency.~~

**A. IN EACH VOLUNTEER FIRE COMPANY, NO MORE THAN FIVE OF THE FOLLOWING OFFICERS MAY HAVE THEIR PRIVATELY OWNED VEHICLES EQUIPPED WITH RED OR RED AND WHITE LIGHTS OR SIGNAL DEVICES, WHICH MAY BE DISPLAYED ONLY WHILE IN ROUTE TO OR AT THE SCENE OF AN EMERGENCY:**

- (1) THE FIRE CHIEF OR THE HIGHEST-RANKING OFFICER;**
- (2) ONE OR MORE OF THE ASSISTANT CHIEFS OR DEPUTY CHIEFS, WHICHEVER RANK IS SECOND IN COMMAND; AND**
- (3) THE EMERGENCY MEDICAL SERVICES COMMANDER.**

**B. THE FIRE POLICE OF EACH VOLUNTEER FIRE COMPANY MAY HAVE THEIR PRIVATELY OWNED VEHICLES EQUIPPED WITH RED, RED AND GREEN, OR RED**

**AND WHITE LIGHTS OR SIGNAL DEVICES DESIGNED TO EMIT AN OSCILLATING, ROTATING, BLINKING, OR OTHER TYPE OF EMISSION LIGHT.**

**C. THE LIGHTS OR SIGNAL DEVICES MAY BE FLASHED OR OSCILLATED OR OTHERWISE USED ONLY WHILE THE VEHICLE IS AT THE SCENE OF AN ACCIDENT, FLOOD, OR OTHER EMERGENCY TO WHICH THE VOLUNTEER FIRE COMPANY IS RESPONDING.**

**SECTION 2. 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

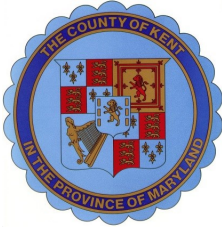
(SEAL)

\_\_\_\_\_  
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.



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## **Alcoholic Beverage License Hearing 10/22/2024 County Commissioners Meeting**

**Item Summary:**

M&M Rock Hall, LLC dba Rock Hall One Stop Shop

**ATTACHMENTS:**

Description

11.19.24 M&M Rock Hall LLC DBA Rock Hall One Stop Shop, Public Hearing Notice



## 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

### NOTICE

Application has been made by Bilal Mustafa, President, and Hassan Mahmood, Vice President, representing M&M Rock Hall, LLC, for a Class A, Beer, Wine, and Liquor License on the premises known as:

**Rock Hall One Stop Shop  
21340 Rock Hall Avenue  
Rock Hall, MD 21661**

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for off-premises consumption. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD, on November 19, 2024, at 6:00 p.m. At that time, any exceptions to the application will be heard.

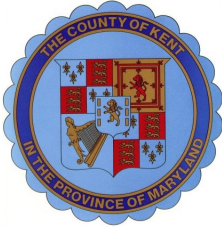
By order of:

THE BOARD OF LICENSE COMMISSIONERS  
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston  
Clerk/KATE Manager

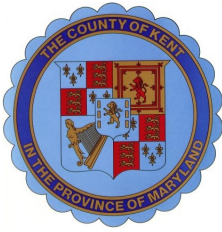
PUBLISH KCN 10/17/24, 10/24/24



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**#1 - Regular Session Minutes, October 8, 2024  
10/22/2024  
County Commissioners Meeting**

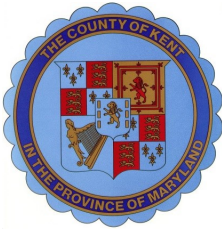
ATTACHMENTS:  
Description



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**#2 - Liquor Minutes, October 8, 2024  
10/22/2024  
County Commissioners Meeting**

ATTACHMENTS:  
Description



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**#3 - The Chestertown Garden Club, Raffle Only, October 29, 2024  
10/22/2024  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

The Chestertown Garden Club, Raffle Only, October 29, 2024, Application

Permit# 37-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION  
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: The Chestertown Garden Club

Address of Organization: P.O. Box 415 Chestertown Maryland 21620

Telephone: (410) 692-2275 Susan Coomer President

Is the organization formed or located in Kent County?  Yes  No

Does the organization serve the residents of Kent County?  Yes  No

Is this organization tax exempt under the provisions of the Internal Revenue Code?  Yes  No

Tax Exempt Number: MD# 3121099 Z Fed# 52-1302504

Person responsible for complying with permit regulations and requirements:

Name: Secethia Boardley - Davis

Address: 7698 Country Club Lane

E-Mail: darrendavis15@gmail.com

Telephone: (443) 282-0570

Type of permit sought:  Raffle Only  Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Chester River Yacht & Country Club  
7738 Quaker Neck Road  
Chestertown, MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? Yes  No

Date(s) of fund-raising: October 29, 2024.

Date and Time of Drawing: October 29, 2024 11:30 A.M. Begin at: 11:00 A.M. End at: 12:00 noon.

**If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.**

**If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.**

Signature of person completing this application: Secethia Boardley - Davis

Please Select One:  
 Pick Up  
 Mail Permit (will be mailed to person responsible)





Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Chance books	<input type="checkbox"/> Paddle Wheels
<input type="checkbox"/> Wheels of fortune	<input type="checkbox"/> Card games	<input type="checkbox"/> Lotteries

Other \_\_\_\_\_

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County?  Yes  No

If no, please explain circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will alcoholic beverages be served or available for purchase at this fund-raising event? Yes  No

Is the organization a religious organization? Yes  No

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes  No

Where are services conducted and how often? N/A

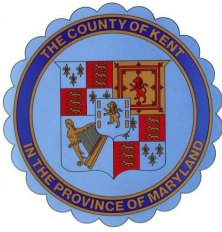
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

0 % Civic    0 % Charitable    0 % Educational

Name, address, and telephone number of person completing application:

Secethia Boardley - Davis  
7698 Country Club Lane  
Chestertowne Maryland 21620  
(443) 282-0570

Signature of person completing application: Secethia Boardley - Davis



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**#4 - Betterton - Still Pond Lions Club, Combined Gaming Devices,  
November 9, 2024  
10/22/2024  
County Commissioners Meeting**

ATTACHMENTS:

Description

36-2024 Betterton-Still Pond Lions Club, Combined Gaming Devices, November 9, 2024, Application

Permit# 36-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION  
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Betterton Still Pond Lions Club

Address of Organization: PO Box 105 Still Pond MD 21667

Telephone: (413) 480-6706

Is the organization formed or located in Kent County?  Yes  No

Does the organization serve the residents of Kent County?  Yes  No

Is this organization tax exempt under the provisions of the Internal Revenue Code?  Yes  No

Tax Exempt Number: 23-0335613

Person responsible for complying with permit regulations and requirements:

Name: TERRY RABINOWITZ

Address: PO Box 105 Still Pond, MD 21667

E-Mail: ctownoptical@verizon.net

Telephone: (413) 480-6706

Type of permit sought:  Raffle Only  Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Betterton Fire Hall  
Main Street  
Betterton, MD. 21610

Are these premises owned, leased, or regularly occupied by the organization named above? Yes  No

Date(s) of fund-raising: 11/9/24

Date and Time of Drawing: 11/9/24 10:30 pm Begin at: 5:30 pm End at: 10:30 pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: \_\_\_\_\_

Please Select One:

Pick Up

Mail Permit (will be mailed to person responsible)



Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Chance books	<input type="checkbox"/> Paddle Wheels
<input type="checkbox"/> Wheels of fortune	<input type="checkbox"/> Card games	<input type="checkbox"/> Lotteries

Other Video Horse Race

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County?  Yes  No  
If no, please explain circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will alcoholic beverages be served or available for purchase at this fund-raising event?  Yes  No

Is the organization a religious organization?  Yes  No

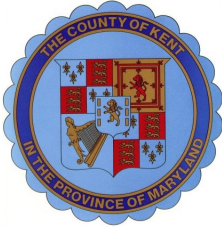
If yes, has it conducted services regularly in Kent County for at least three (3) years?  Yes  No

Where are services conducted and how often? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What percentage of funds derived from the multiple gaming devices will be spent or donated to:  
33 % Civic 34 % Charitable 33 % Educational

Name, address, and telephone number of person completing application:  
Terry Rabinowitz  
PO Box 105  
Still Point, MD 21667  
(410) 480-6706

Signature of person completing application: [Signature]



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**Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, October  
29, 2024  
10/22/2024  
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-47 Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, October 29, 2024, Application

2024 PD-47

**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:

Rock Hall Vol Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md 21661

Type of Function Bocce Bangaet.

Location of Function Rock Hall Vol Fire Co Hall

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) Tuesday Oct 29, 2024  
Begin at: 6:30 End at: 9:00 and the applicant tenders herewith the sum of (\$ \_\_\_ Per Diem) (\$25.90)  
in payment for the license.

Please Select One:

Pick Up

Mail Permit (will be mailed to above address)



9. Applicants

① Rebecca Bigelow Demchuk 23046 Bay Shore Spar Chestertown, MD 21620  
 Name Residence  
50 years Vice President 410-708-3115  
 Length of Residence in Kent Co. Committee Title Phone No. Rebecca Bigelow Demchuk  
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of October, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Rebecca Bigelow Demchuk 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.

Linda M. George

(SEAL)

② Kimberly Capel 12055 Kennedynile Rd Kennedynile MD 21645  
 Name Residence  
14 years Treas 443-480-2785  
 Length of Residence in Kent Co. Committee Title Phone No. Kimberly Capel  
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of October, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Kimberly Capel 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.

Linda M. George

(SEAL)

③ Sharon J. Truitt 21120 Spring Cove Rd Rock Hall MD 21661  
 Name Residence  
45 Aux Pres 410-708-6647  
 Length of Residence in Kent Co. Committee Title Phone No. Sharon J. Truitt  
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of October, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Sharon J. Truitt 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.

Linda M. George

(SEAL)

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

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees 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.

SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

✓ NAME OF ENTITY: Rock Hall Volunteer Fire Company

AUTHORIZED AGENT SIGNATURE: Robert A. Glenn PRINT NAME: Robert A. Glenn

TITLE OF AUTHORIZED AGENT: President

**NOTARY  
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent :

THIS CERTIFIES, That on the 8<sup>th</sup> day of October, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Robert A Glenn and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

(SEAL) Linda M. George





# 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.

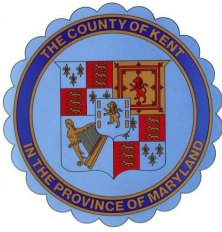
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Rock Hall Vol. Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md. 21661

Name Linda M. George Linda M. George  
(Please Print) (Signature)

Phone # 443-480-0675 Date 10/15/2024



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**Shelly Neal-Edwards, Director, Department of Social Services**  
**10/22/2024**  
**County Commissioners Meeting**

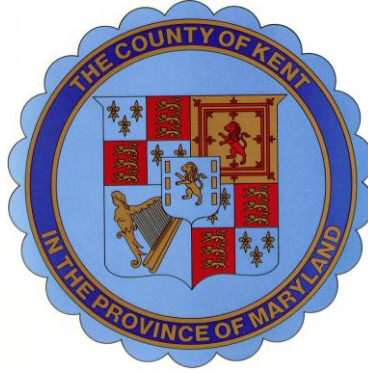
**Item Summary:**

Certificate of Appreciation - Tracye Landon

**ATTACHMENTS:**

Description

10.22.24 Tracye Landon, Certificate of Appreciation -Social Services



# *Certificate of Appreciation*

This is to certify that  
***Tracye Landon***  
is hereby recognized

for forty-one (41) years of service as a Family Services Caseworker in the Department of Human Services, Kent County Department of Social Services. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

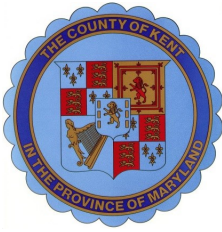
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

October 22, 2024



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**Thomas N. Yeager, County Attorney**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Public Hearing Protocol

**ATTACHMENTS:**

Description

10.22.24 Procedures for Testifying During Public Hearing

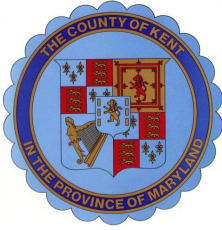
## **BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING**

It is our desire that everyone who wishes to contribute to this democratic process is given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1.** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2.** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3.** Each person testifying will have three minutes for his/her remarks.
- Rule 4.** The Chair will maintain order via voice commands.
- Rule 5.** Stick to the issues at hand.



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

A Resolution to amend by interlineation the Critical Area Growth Allocation Policy for Kent County, Maryland, to address changes required by the Critical Area Commission related to Kent County's comprehensive rezoning process and adoption of a new zoning map

**ATTACHMENTS:**

**Description**

10.22.24 Testimony Log, Resolution 2024-12 To Amend Kent County Critical Area Growth Allocation Policy Required by Critical Area Commission for Adoption of New Zoning Map

10.22.24 Growth Allocation Revisions, Public Hearing Notice

Resolution 2024-12 To Amend Kent County Critical Area Growth Allocation Policy Required by Critical Area Commission for Adoption of New Zoning Map

Exhibit A

# TESTIMONY LOG

## PUBLIC HEARING

October 22, 2024

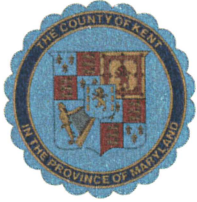
### RESOLUTION 2024-12

To Amend Kent County Critical Area Growth Allocation Policy Required  
by Critical Area Commission for Adoption of New Zoning Map

**PLEASE SIGN IF YOU WISH TO SPEAK:**

NAME (Please Print)

1. \_\_\_\_\_
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**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 HEARING NOTICE

In accordance with the Kent County, Maryland adopted Growth Allocation Policy, the County Commissioners of Kent County, Maryland, will hold a Public Hearing on **Tuesday, October 22, 2024, at 10:00 a.m.** in the County Commissioners' Hearing Room, located at the R. Clayton Mitchell, Jr., Kent County Government Center, **400 High Street, Chestertown, Maryland** to consider the adoption of Growth Allocation Revisions for review by the Critical Area Commission.

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](http://www.mdrelay.org) by Friday, October 18, 2024.

A copy of the file is available in the Kent County Department of Planning, Housing, and Zoning located at 400 High Street, Chestertown, MD, during regular business hours, Monday through Friday, 8:30 a.m. to 4:30 p.m.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston  
Clerk

PUBLISH: KCN 10/17/24



**RESOLUTION 2024-12**

**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

**A RESOLUTION TO AMEND BY INTERLINEATION THE CRITICAL AREA GROWTH ALLOCATION POLICY FOR KENT COUNTY, MARYLAND, TO ADDRESS CHANGES REQUIRED BY THE CRITICAL AREA COMMISSION RELATED TO KENT COUNTY'S COMPREHENSIVE REZONING PROCESS AND ADOPTION OF A NEW ZONING MAP**

**WHEREAS**, the County Commissioners of Kent County adopted, pursuant to the authority granted under Maryland Annotated Code, Natural Resource Article § 8 - 1808, a Growth Allocation Policy in 1998, which was amended in 2010 and 2019 to comply with revised standards found in the Maryland Annotated Code, and which now must be amended related to the Comprehensive Rezoning process; and,

**WHEREAS**, the County Commissioners find it beneficial to the County to adopt certain criteria as negotiated with the Critical Area Commission; and,

**WHEREAS**, an advertised public hearing was held by the Board on October 22, 2024;

**NOW, THEREFORE, BE IT RESOLVED**, that on October 22, 2024, the Board of County Commissioners does hereby adopt the proposed policy amendment, attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect upon approval by the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

**ADOPTED** this day, \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

\_\_\_\_\_  
Ronald H. Fithian, President

\_\_\_\_\_  
Albert H. Nickerson, Member

\_\_\_\_\_  
John F. Price, Member

# KENT COUNTY GROWTH ALLOCATION POLICY 2024

## ARTICLE I. PURPOSE AND APPLICABILITY

### Section 1.1 Title and Purpose

This document shall be known as the Growth Allocation Policy for Kent County, Maryland. The purpose of this policy is to set forth the process and requirements for hearing and granting growth allocation.

It is Kent County's policy to grant growth allocation to the incorporated towns of Betterton, Chestertown, Millington, and Rock Hall upon request. Galena is not in the Critical Area ~~of the~~ Chesapeake ~~and~~ or Atlantic Coastal Bays, but should the town of Galena annex property ~~on~~ **in** the Critical Area, Galena would be eligible to receive growth allocation. Kent County may also grant growth allocation to areas outside the incorporated towns to special projects necessary to fulfill the goals and objectives as identified in the Kent County Comprehensive Plan **or as part of comprehensive rezoning actions.**

## ARTICLE II. STANDARDS

### Section 1. Growth Allocation within the Incorporated Towns

- 1.1 Growth allocation may be granted to the incorporated towns upon application to the County Commissioners of Kent County.

### Section 2. Growth allocation in the Unincorporated Territory of Kent County **for special projects**

- 2.1 Growth allocation may be granted to projects in the unincorporated areas of Kent County only for the development of desirable employers or quality amenities as identified in the Kent County Comprehensive Plan. These projects must have a positive impact on the County's economy and make a positive net fiscal contribution to County's budget (i.e., taxes paid by the project exceed services required by the project). The County Commissioners shall consider the compatibility of the project with the surrounding land use.
- 2.2 In order to grant growth allocation, the County Commissioners must find that the application meets all of the following:
  - a. The Kent County Comprehensive Plan identifies the proposed type of project as a means to expand and provide more diversity in the size, number, and type of businesses in Kent County or as a means to enhance and expand locally based tourism that relies upon the unique natural, cultural and historic features and qualities of Kent County.
  - b. The proposed project is suitable for the sensitive location and poses minimal risks to the environment and minimizes impacts and optimizes benefits to Habitat Protection Areas as defined in COMAR 27.01.09 and in an area and manner that improves water quality.

**KENT COUNTY**  
**GROWTH ALLOCATION POLICY**  
**2024**

- c. Site location and development will use innovative design features to minimize negative impacts on water quality, habitat protection areas, woodlands, and forests. Examples include but are not limited to the use of buffer areas to protect habitat, wildlife corridors, and other important natural areas, the use of conservation landscapes or Bayscapes, and the limitation of lot coverage through clustering and shared roadways.
- d. The proposed project is consistent with the goals and intent of the Kent County Comprehensive Plan, Land Use Ordinance and Critical Area Program.
- e. The proposed project accomplishes two of the following standards to mitigate the negative effects caused by higher intensity development than normally allowed:
  - i. The project is within a developed area such as a village.
  - ii. The project has direct access to public sewer and water.
  - iii. Man-made structures on the site are clustered.
  - iv. Efforts are made to enhance the habitat of threatened or endangered species or species in need of protection beyond the minimum required standards.
  - v. Permanent environmental easements are donated.
  - vi. All remaining agricultural lands on the site are placed into a protective easement.
  - vii. Public access to natural and physical amenities is provided.
  - viii. The development uses infill or existing structures.
  - ix. Habitat for forest interior dwelling birds and/or other sensitive species is created or expanded.
  - x. The restoration, enhancement, or creation of wetlands is included in the project.
  - xi. Afforestation/reforestation is provided beyond the minimum required standards.
  - xii. Historic structures are restored.
  - xiii. Buildings are designed to reflect the heritage of Kent County.
- f. New Limited Development Areas shall be located adjacent to existing Limited Development Areas or Intensely Developed Areas unless:
  - i. The project is a tourism- or heritage-related project where a location in a Resource Conservation Area is integral to the nature of the project; or
  - ii. The project is marine-related and the location of which is dictated by the characteristics of the shoreline or water; or
  - iii. The project is a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.

**KENT COUNTY**  
**GROWTH ALLOCATION POLICY**  
**2024**

- g. New Intensely Developed Areas shall be located in an existing Limited Development Areas, or adjacent to an existing Intensely Developed Area unless:
  - i. The project is related to a tourism, heritage development, or marine use that will expand or intensify a lawfully existing intensive use;
  - ii. Is currently served by public sewer, or will use a Best Available Technology (BAT) onsite sewage disposal system; and
  - iii. Is consistent with the comprehensive plan.
  
- h. All new IDAs shall be located:
  - i. Within a planned, designated growth area that has been identified by the Comprehensive Plan; or
  - ii. Within a previously developed commercial and/or industrial area with public water and sewer and other public infrastructure; or
  - iii. Outside of a designated growth area, where the nature of the proposed IDA requires such location and is also part of a project that will expand or intensify a lawfully existing intensive use that existed as of April 12, 1988.
  
- i. All new IDAs shall have a minimum area of at least 20 acres, unless:
  - i. The proposed area is contiguous to an existing IDA or LDA, which is at least 20 acres in size; or
  - ii. The proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.
  
- j. The application for growth allocation shall comply with the requirements found in Natural Resources Article 8-1808.1(c) and COMAR 27.01.02.06 - .06-4.

2.3 The Kent County Commissioners retain the right to impose any additional restrictions, conditions or limitations which are deemed necessary.

2.4 The Kent County Commissioners retain the right to disapprove a project even if these requirements are entirely fulfilled.

**Section 3. Growth Allocation in the Unincorporated Territory of Kent County as part of comprehensive rezoning actions for new IDAs**

**3.1 Growth allocation for new IDAs may be granted as part of comprehensive rezoning actions in certain unincorporated areas of Kent County.**

**KENT COUNTY  
GROWTH ALLOCATION POLICY  
2024**

- 3.2 Growth allocation granted as part of a comprehensive rezoning shall require review and approval by the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays prior to taking effect. The County shall include the documentation listed in 3.3 through 3.5 below for each individual rezoning; and**
- 3.3 Comprehensive rezonings shall include the following documentation:**
- a. A description of the Critical Area land change for all affected parcels;**
  - b. Zoning maps of the existing and proposed Critical Area land designations;**
  - c. Recent aerial maps to show existing conditions; and**
  - d. A table with the:**
    - i. Proposed Critical Area land designation change;**
    - ii. State County ID Number;**
    - iii. Tax Map and Parcel Number;**
    - iv. Existing land use of each parcel;**
    - v. Total parcel acreage;**
    - vi. Total parcel acreage in the Critical Area; and**
    - vii. Total parcel acreage of the proposed Critical Area land destination change.**
- 3.4 In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners shall consider the following factors:**
- a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.**
  - b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.**
  - c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.**
  - d. Availability of public sewer and water.**

**KENT COUNTY  
GROWTH ALLOCATION POLICY  
2024**

- e. **Whether the area is located in a manner that:**
  - i. **Minimizes impacts to habitat protection areas;**
  - ii. **Optimizes benefits to water quality; and**
  - iii. **Minimizes impacts to agricultural land and forests**
- f. **And all remaining factors listed in COMAR 27.01.02 06-3.G**

**3.5 In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards shall apply:**

- a. **New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;**
- b. **The proposed rezoning is for a planned, designated growth area identified in the Comprehensive Plan and reclassification supports the goals and objectives of the Plan;**
- c. **The new IDA shall be at least 20 acres, unless the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988;**
- d. **The new IDA is located in or adjacent to a priority funding area as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article;**
- e. **Any new development will be served by the extension of a public sewer and water system that was in operation as of January 1, 2024; and**
- f. **New IDAs in a Resource Conservation Area (RCA) shall be located at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless**
  - i. **mitigation for all forest clearing within the setback is provided at a 3:1 ratio and mitigation for any new lot coverage is provided at a 1:1 ratio.**  
**Or**
  - ii. **The applicant provides an equivalent offset.**

**ARTICLE III. APPLICATION**

**PROCEDURE FOR PROJECTS IN THE UNINCORPORATED TERRITORY OF  
KENT COUNTY**

**Section 1. Application Procedure**

**KENT COUNTY**  
**GROWTH ALLOCATION POLICY**  
**2024**

1. An application for growth allocation in the unincorporated territory of Kent County may be initiated by resolution of the County Commissioners, motion of the Planning Commission, or petition of any property owner using forms specified by the Kent County Planning Commission.
2. Before taking any action on any proposed growth allocation application, the County Commissioners shall submit the proposal to the Planning Commission for concept and preliminary plan review and a recommendation on growth allocation. The Planning Commission may hold a hearing on any application for growth allocation before submitting its recommendation to the County Commissioners. The Planning Commission may request any pertinent data or information as it deems necessary. In its recommendation, the Planning Commission shall address the following:
  - a. The public need for the proposal.
  - b. The extent to which the proposal complies with or deviates from the Comprehensive Plan and Critical Area Law.
3. Where a proposal may require the granting of a variance or special exception, the said variance or conditional use must be obtained before the County Commissioners take action on the growth allocation.
4. Before approving an application for growth allocation, the County Commissioners shall hold a public hearing thereon.
5. The County Commissioners shall render its decision within ninety (90) days of the hearing. The County Commissioners shall forward approved applications for growth allocation to the Critical Area Commission for the Coastal and Chesapeake Bays along with the findings and supporting documents as required by COMAR 27.01.02.06 through .06.
6. Newly designated Intense Development Area or Limited Development Area shall be designated on the County Critical Areas Map.
7. Petitions for growth allocation denied by the County Commissioners, or one substantially similar, shall not be considered for one year after the denial.
8. Any aggrieved person with standing may within thirty (30) days after the decision, appeal to the Circuit Court of Maryland.
9. Applications for growth allocation shall not be effective until approved under Natural Resources Article 8-1809, as the same may be amended from time to time.
10. If no substantial construction has taken place in accordance with the plans for which such growth allocation was granted, then the growth allocation shall expire after three years unless otherwise extended by the County Commissioners of Kent County.

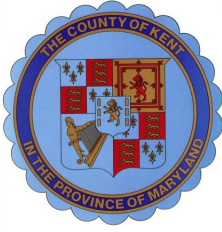
**KENT COUNTY**  
**GROWTH ALLOCATION POLICY**  
**2024**

Section 2. Application Requirements

1. The application for growth allocation shall, at a minimum:
  - a. Specify the map and parcels receiving growth allocation.
  - b. The current and proposed use of the parcels.
  - c. The current and proposed zoning classifications.
  - d. The current and proposed Critical Area Designation.
  - e. The reason requesting growth allocation.
  - f. Renderings of all primary buildings and each type of accessory buildings.
  - g. A preliminary plan which identifies existing and proposed features including but not limited to: the proposed layout of buildings, parking, open space, driveways and roads, 100-year floodplains, watercourses, buffers, wetlands (tidal and non-tidal), slopes in excess of 15%, forest and woodland areas, scenic or historic structures or areas, existing buildings, existing easements, zoning and critical area boundaries and habitat protection area.
  - h. Site statistics including but not limited to: gross area of the project, growth allocation requested and purpose of growth allocation, area of each proposed use, area in each zoning and critical area classification, and forested areas.
  
2. The application for growth allocation shall comply with the standards for submittals to the Critical Area Commission for the Coastal and Chesapeake Bays as found in Natural Resources Article 8-J 808.1(c) and COMAR 27.01.02.06 through .06-4.







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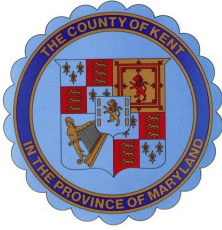
**Thomas N. Yeager, County Attorney**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Alcoholic Beverage Public Hearing Protocol

**ATTACHMENTS:**

Description



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## **Alcoholic Beverage License Hearing 10/22/2024 County Commissioners Meeting**

### **Item Summary:**

Rikin Patel, President

Robert T. Connell, Shareholder

Hari Corp. trading as Pip's Discount Liquors

Class A, Beer, Wine, and Liquor, with BWLT and DEL

### **ATTACHMENTS:**

#### **Description**

10.22.24 Testimony Log Hari Corp. Trading as Pip's Liquors Class A

10.22.24 Hari Corp. DBA Pip's Discount Liquors, Public Hearing Notice

# TESTIMONY LOG

## PUBLIC HEARING

October 22, 2024

**Hari Corp. trading as Pip's Discount Liquors  
Class A, Beer, Wine, and Liquor License with Beer, Wine, and Liquor  
Tasting (BWL) and Delivery (DEL)**

**PLEASE SIGN IF YOU WISH TO SPEAK:**

NAME (Please Print)

1. \_\_\_\_\_
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## 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

### NOTICE

Application has been made by Rikin Patel, President, and Robert T. Connell, Shareholder, representing Hari Corp., for a Class A, Beer, Wine, and Liquor License with BWLT (tasting) and DEL (delivery) on the premises known as:

**Pip's Discount Liquors**  
**861 Washington Avenue**  
**Chestertown, MD 21620**

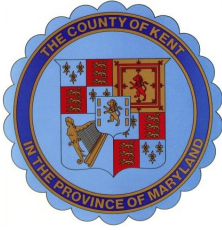
which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for off-premises consumption. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD, on October 22, 2024, at 10:00 a.m. At that time, any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS  
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston  
Clerk/KATE Manager

PUBLISH KCN 09/26/24, 10/03/24



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**Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Gulshan, Inc., D/B/A Lewes Dairy Market, Liquor License Modification Request

**ATTACHMENTS:**

Description

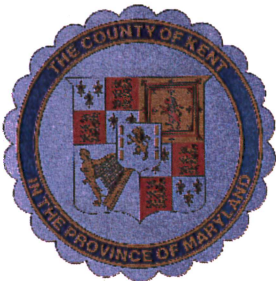
KATE Cover Page for Novus

4793 Lewes Market License 2024-2025

# BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY, MARYLAND



Bonnie S. Pearsall, Inspector  
Kent Alcohol and Tobacco Enforcement  
400 High Street, Chestertown, MD 21620  
Office: 410-810-2212 ▪ Cell: 443-282-5785



STATE OF MARYLAND
ALCOHOLIC BEVERAGE LICENSE
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

CLASS A

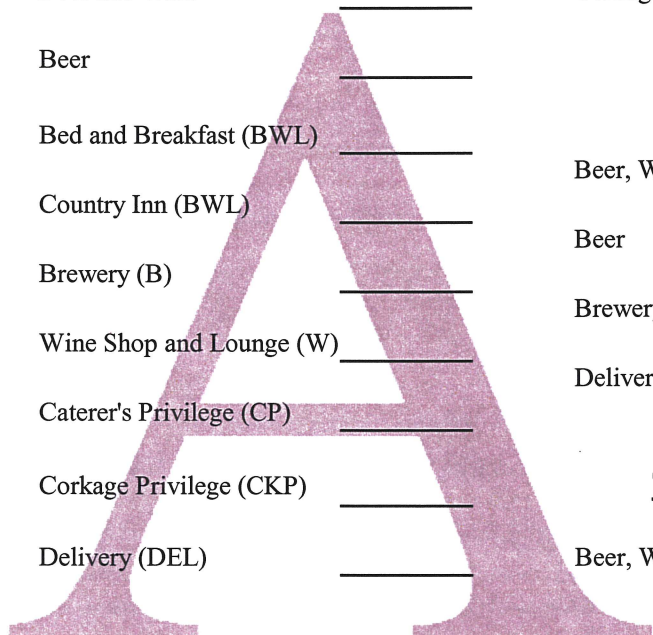
CLASS B

CLASS C

Beer, Wine, Liquor X
Beer and Wine
Beer
Wine
Delivery (DEL)
BWL-Tasting:
Beer, Wine, Liquor X
Beer and Wine
Beer
Wine

Beer, Wine, Liquor
Beer and Wine
Beer
Bed and Breakfast (BWL)
Country Inn (BWL)
Brewery (B)
Wine Shop and Lounge (W)
Caterer's Privilege (CP)
Corkage Privilege (CKP)
Delivery (DEL)

Beer, Wine, Liquor
Corkage Privilege (CKP)
CLASS D
Beer, Wine, Liquor
Beer
Brewery (B)
Delivery (DEL)
THEATER VENUE
Beer, Wine, Liquor



\*\*\*\*\*

This is to certify that: Mahmood Baig Mirza, President
Hassan Mahmood, Secretary

Corporate name: Gulshan, Inc.

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:

T/A: Lewes Dairy Market
Located: 840 High Street
Chestertown, MD 21620

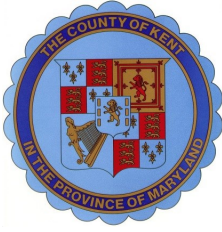
This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

This license continues in force, unless revoked or suspended, until the last day of the month, April 2025

Cost of license: \$1,950.00 Issued the 18 day of April, 2024 Registration No. 09853591

Handwritten signature of Patricia Merritt

Kent County Chief Finance Officer



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**Tom Porter, Supervisor for Accountability and Career and Technical  
Education, Kent County Public Schools  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

Kent County High School, Career Technology Education Programs

**ATTACHMENTS:**

Description

Cover Page

CTE Overview

CTE Presentation





Department of Economic and Tourism Development

Tom Porter, Supervisor for Accountability and  
Career and Technology Education  
Kent County Public Schools





Meeting      October 22, 2024 - Meeting

Subject      Career and Technical Education (CTE) in KCPS

Type          Discussion, Information

**TO:**            Kent County Commissioners

**FROM:**       Tom Porter, Supervisor for Accountability and Career and Technical Education

**RE:**            Career and Technical Education (CTE) in KCPS

**DATE:**        October 22, 2024

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**PURPOSE:**

The Kent County Public Schools administration is pleased to share an overview of current career and technical education programs offered in Kent County Public Schools.

**SUMMARY:**

Kent County Public Schools has adopted a renewed focus on career and technical education (CTE), offering 11 CTE programs for students in grades 10-12. These programs provide students with hands-on, industry-aligned experiences to prepare them to pursue their career aspirations. This presentation will provide an overview of the 11 programs along with enrollment data and current initiatives in CTE.

**ACTION:**

This item is for information only.



# CAREER and TECHNICAL EDUCATION

Find your pathway



A Presentation to the Kent County Commissioners  
10.22.24

## Today's Focus

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**Overview of Career and Technical Education (CTE) Programs in KCPS**



**Enrollment and Trends in CTE**



**Current Initiatives in CTE**



**CAREER and  
TECHNICAL  
EDUCATION**

Find your pathway 



# Overview of CTE in KCPS

- ⚙️ Automotive Technologies
- ⚙️ Project Lead the Way Engineering
- ⚙️ Curriculum for Agricultural Sciences Education (CASE)
- ⚙️ Teacher Academy of Maryland
- ⚙️ Construction Trades Carpentry
- ⚙️ Academy of Health Professions
- ⚙️ Food and Beverage Management
- ⚙️ Audiovisual Communications & Broadcast Technologies
- ⚙️ Information Technology - Computer Science
- ⚙️ Apprenticeship Maryland
- ⚙️ Fire Emergency Medical Training

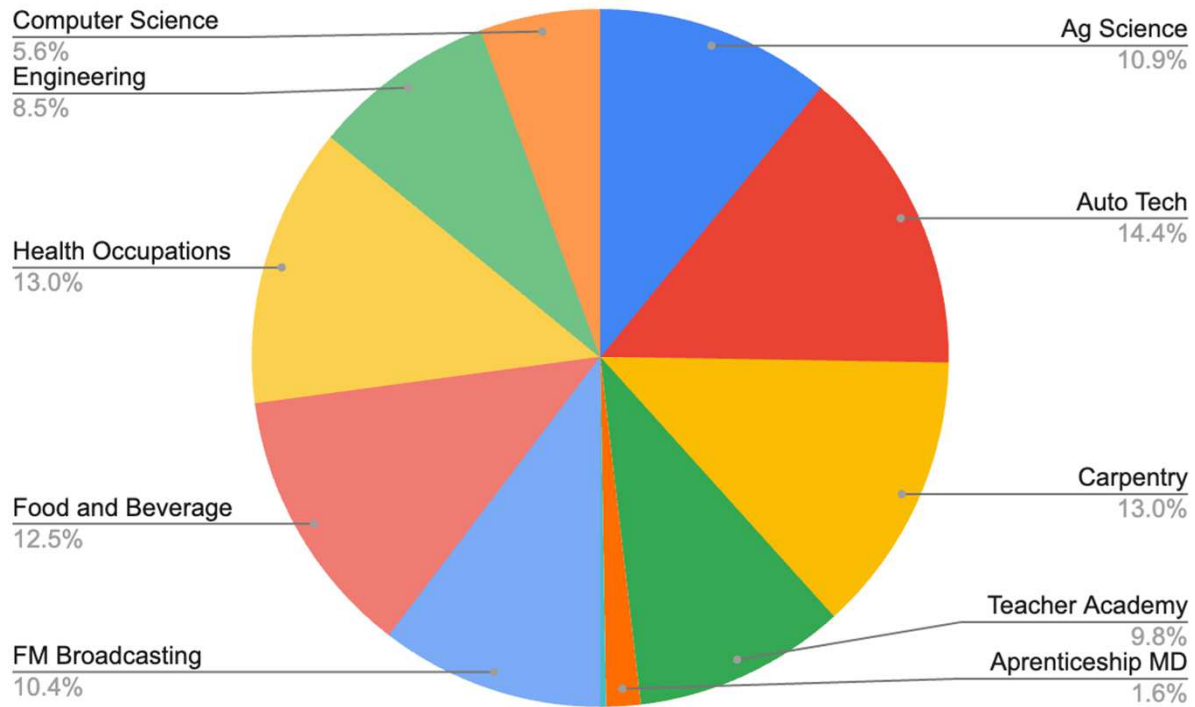




Program	Industry Credential
Automotive Technologies	Automotive Service Excellence
Engineering	Autodesk
Agricultural Sciences	TBD
Teacher Academy	ParaPro
Construction Trades-Carpentry	NCCER Core plus Level I
Food & Beverage Management	ProStart Certificate of Achievement
FM Broadcasting	Certified Radio Operator
I.T. Computer Science	Certiport IT Specialist
Apprenticeship Maryland	Varies by Site
Fire and Rescue	Firefighter I & II



# Enrollment and Trends



KCHS Enrollment: 512  
 CTE Enrollment: 276  
 % CTE Enrollment: 54%

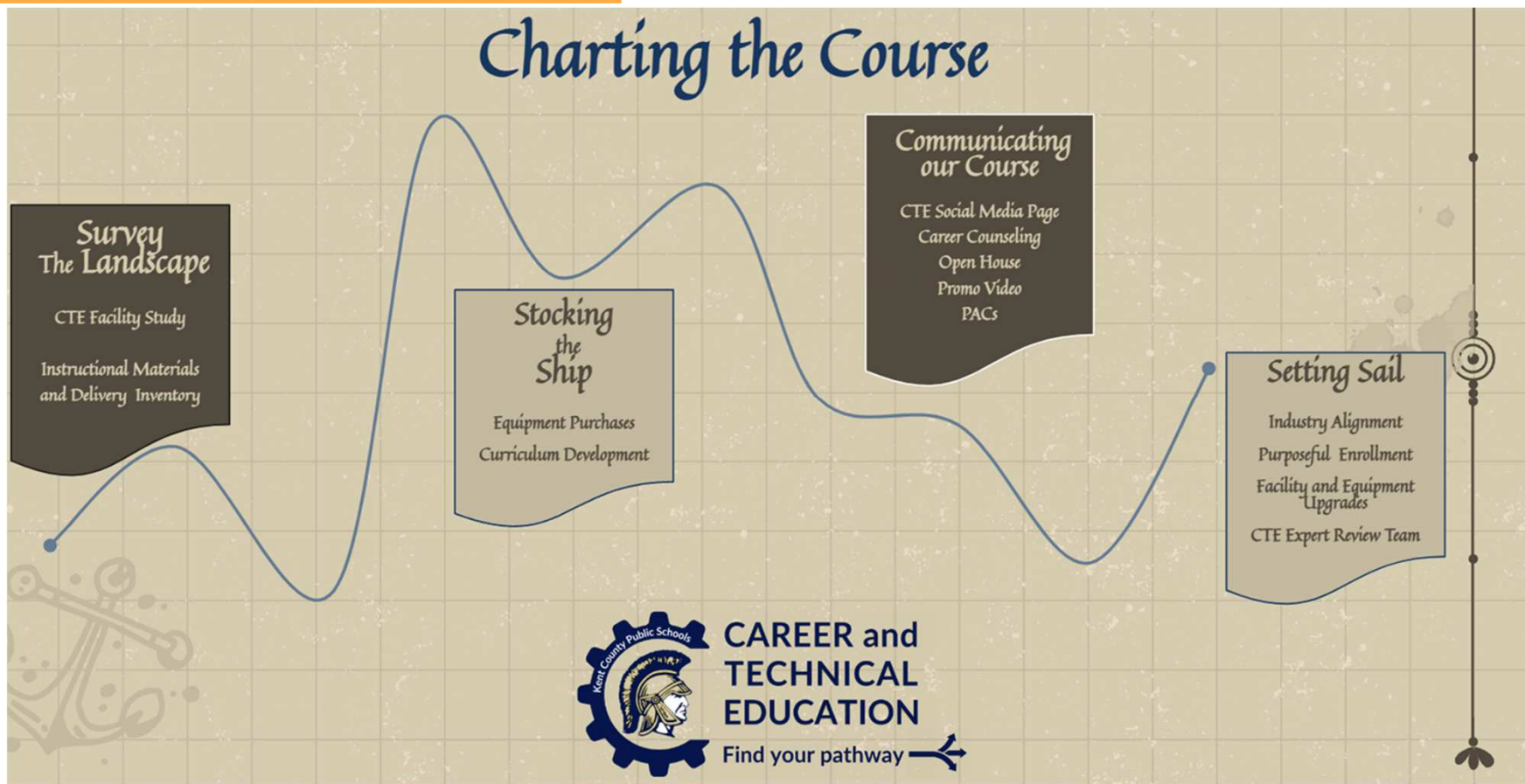
# Other Programs

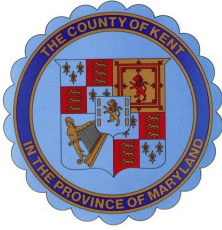
- ⚙️ **Marine Service Technician 101**
  - **Chesapeake College**
    - **7 students enrolled Fall 2024**
  
- ⚙️ **Apprenticeship Maryland**
  - **KCHS CTE Program**
  - **Enrolled 7 students with local industries**
    - **Owings and Sons**
    - **Dixon Valve**
    - **Chesapeake CNC Manufacturing**
    - **Greenscapes Landcare**
    - **Modern Stone Age Kitchen**
    - **Brickwood Homes Assisted Living**





# Current Initiatives in CTE





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**Terwana J. Brown, President, Chester Valley Ministers Association  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

Good Neighbor Fund Initiative

**ATTACHMENTS:**

**Description**

Chester Valley Ministers Association - Cover Page

Chester Valley Ministers Association Letter

10.22.24 Chester Valley Ministers Association Supporting Documents

Chester Valley Ministers Association Backup Material



**Executive Committee**

**President**

Terwana Brown

Program Director of Kent Attainable Housing

**Vice President**

Claire Nevin-Fields

Pastor of Emmanuel Episcopal Church

**Treasurer**

Jen Rickert

**Secretary**

Niara Wilson

Kent County Local Management Board

**Member At Large**

Gary Schiff

Chestertown Havurah

**Member At Large**

Julia Handzo

Kent County Department of Social Services

**Member At Large:**

Hope Clark

**Member At Large:**

Michelle Matthews

UM Shore Community Outreach Team

To:

The Kent County Commissioners  
400 High Street  
Chestertown, MD 21620

From:

Chester Valley Ministers Association  
P.O Box 1071  
Chestertown, Md 21620  
Ph. 410-305-9013  
[www.chestervalleyministers.org](http://www.chestervalleyministers.org)

October 8, 2024

Dear Kent County Commissioners,

I am writing to propose a funding request for The Good Neighbor Fund aimed at assisting the families in Kent County, Maryland with one-time emergency expenses. This proposal seeks \$5,500.00 in funding to support families facing eviction and utility shutoffs in the community. These funds will provide immediate assistance to families in crisis, helping them secure housing stability while we seek additional donations from donations and grants. We aim to limit the maximum amount per family to \$175, down previously maximum of \$400.00. We have seen a significant increase in residents seeking assistance with rental payments and utility costs. This trend underscores the increasing financial strain on families in our community, emphasizing the urgent need for support services to help prevent further hardships.

Chester Valley Ministries Association is committed to advocating for initiatives that enhance the quality of life in Kent and Northern Queen Anne's County. We foster community cooperation and strive to create an inclusive environment where everyone is welcomed, affirmed, and empowered to live in peace. Our vision is a vibrant community where individuals come together to serve one another, building connections that uplift and inspire.

As an interfaith organization, we welcome individuals from religious, government, non-profit, and social sectors who seek mutual support and collaboration. Our members and guests gather monthly, typically on the first Thursday at 9:30 am, to discuss program updates and explore ideas that can benefit our community. CVMA is proud to partner with a variety of organizations, including the Kent County Local Management Board, the Department of Social Services, United Way of Kent County, The Rotary Club, Chestertown Elks Lodge BPOE #2474, and many others.

Currently, CVMA offers a vital program, "The Good Neighbor Fund", led by Laurie Loveless, a retired Presbyterian Pastor, and Good Neighbor Fund dedicated volunteer. The Good Neighbor Fund helps families with one-time emergency expenses such as utility bills, medical bills, prescription coverage, and emergency housing, which may include a motel room for a few nights, eviction avoidance, childcare expenses, or a funeral expense for a child or family member. The client is eligible for this grant only ONCE in a 12-month period. If the grant does not cover the entire expense, the client is responsible for providing additional resources, either personally or through other agencies such as Samaritan Group, The Department of Social Services, or Mid Shore Behavioral Health.

Effective October 10, 2024, the Good Neighbor Fund has suspended all future commitments due to its resources falling below the threshold necessary to continue operations. We understand that this request comes outside of the usual budget season, but it is urgent and requires immediate attention. Please, review the data provided to support our efforts in obtaining funding.

We would like to extend our heartfelt thanks for taking the time to read our proposal; your thoughtful consideration is truly appreciated and vital to our collaborative efforts. We look forward to your response.

Respectfully,

**Terwana J. Brown**

Terwana J. Brown, President

Chester Valley Ministers Association

**GNF Live Data -Collected from Data Analyst Robin Henneman:**

**Supporting Documents Attached**

**2024 YTD Expenditure (As of October 1, 2024 ): \$28,545.66**

- Households Served: 61
- Children Served: 49
- Adults Served: 81
- Housing: \$17,575.25 paid to date
- Utilities: \$10,970.41 paid to date
- Health/Prescription Coverage: \$0.00
- Miscellaneous: \$0.00

**2023 Total Expenditure: \$31, 664.58**

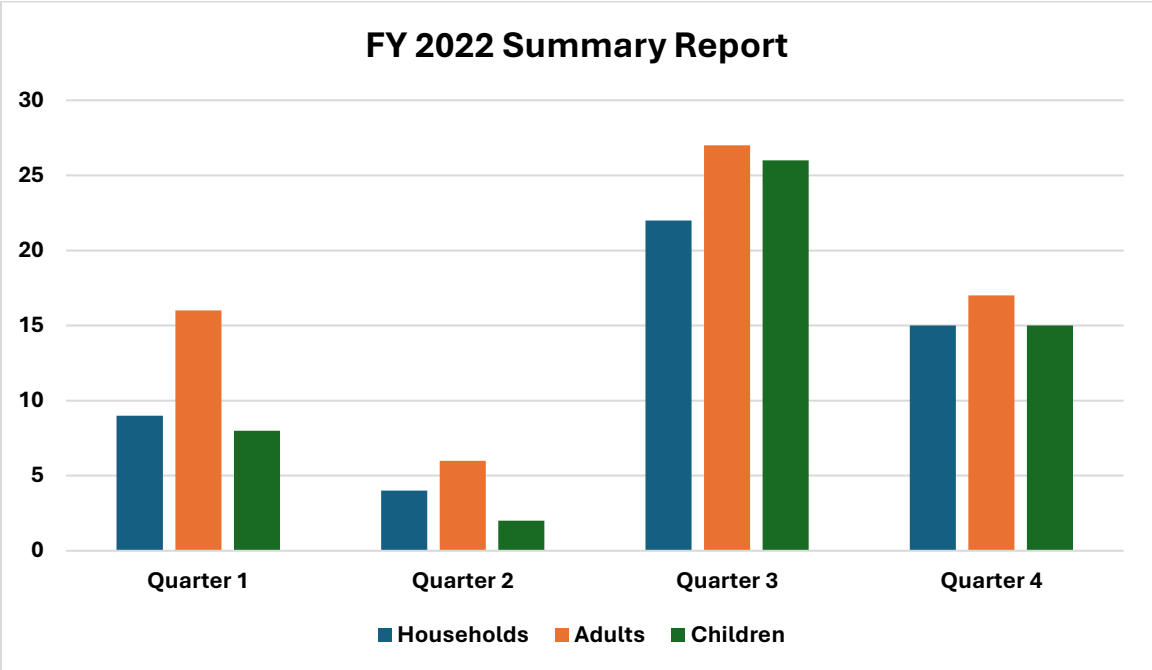
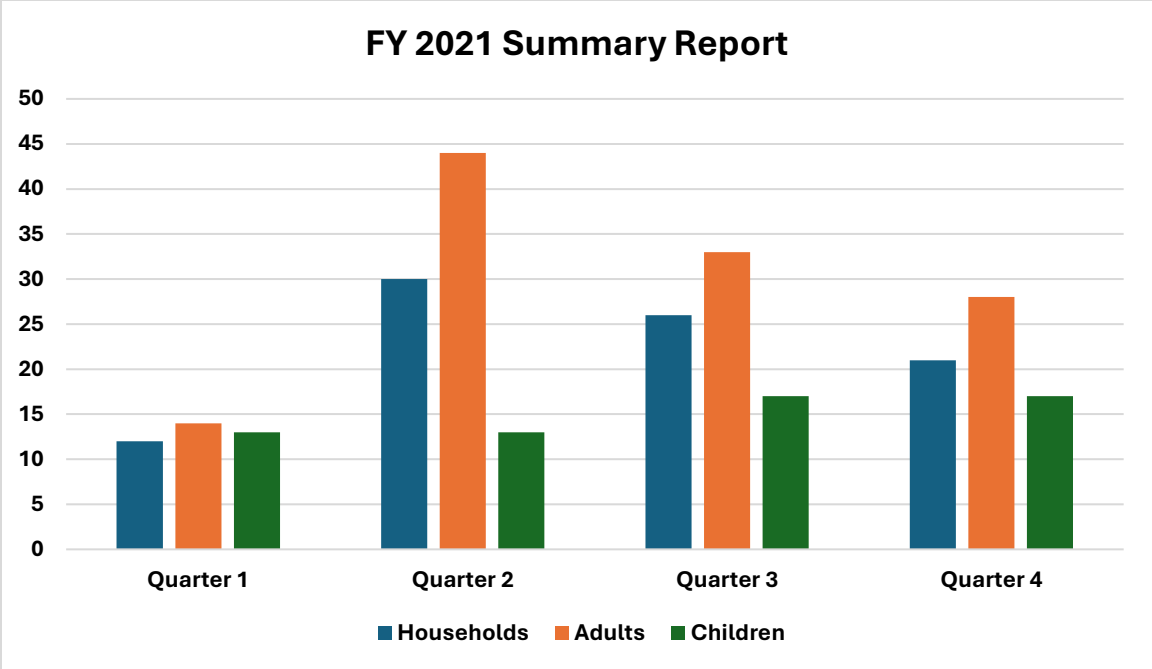
- Households Served: 89
- Children Served: 61
- Adults Served: 104
- Housing: \$26,795.25
- Utilities: \$3,122.66
- Health/Prescription Coverage: \$846.00
- Miscellaneous: \$900.67

**2022 Total Expenditure: \$24,357.66**

- Households Served: 50
- Children Served: 51
- Adults Served: 66
- Housing: \$20,556.57
- Health/Prescription Coverage: \$0.00
- Utilities: \$2,201.92
- Miscellaneous: \$1,599.17

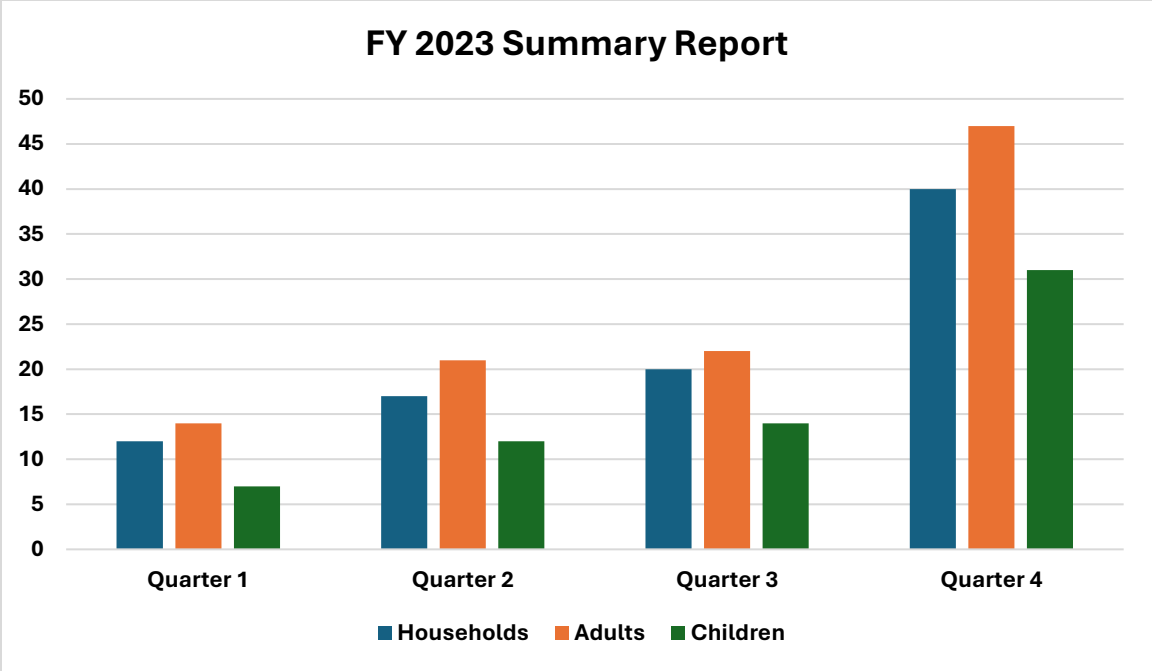
**2021 Total Expenditure: \$24,821.33**

- Households Served: 89
- Children Served: 60
- Adults Served: 119
- Housing: \$13,841.17
- Utilities: \$5,977.46
- Health/Prescription Coverage: \$308.51
- Miscellaneous: \$4,694.19



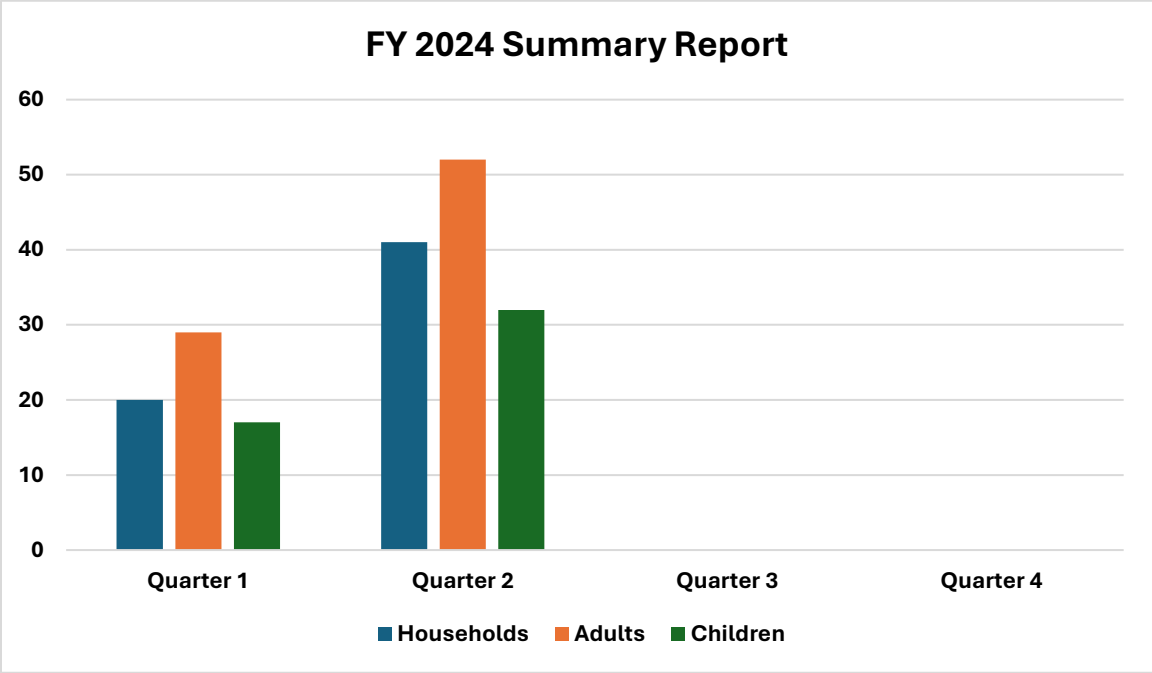
**FY 2022 Households Totals Served: 50**

**Consumers did not access Good Neighbor funding due to supplemental income from COVID-19, assistance, and other aid programs.**



**FY 2023 Households Total Served: 89**

The request for funding from consumers is driven by inflation, following the end of COVID-19 assistance and other aid programs.

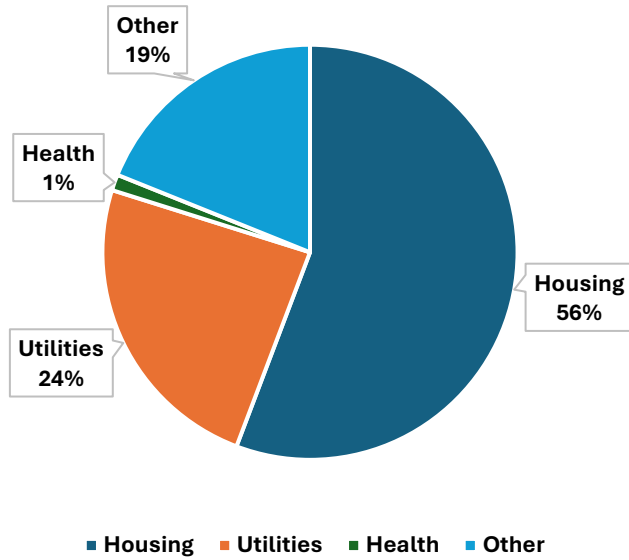


**FY 2024 Households Total Served: 61**

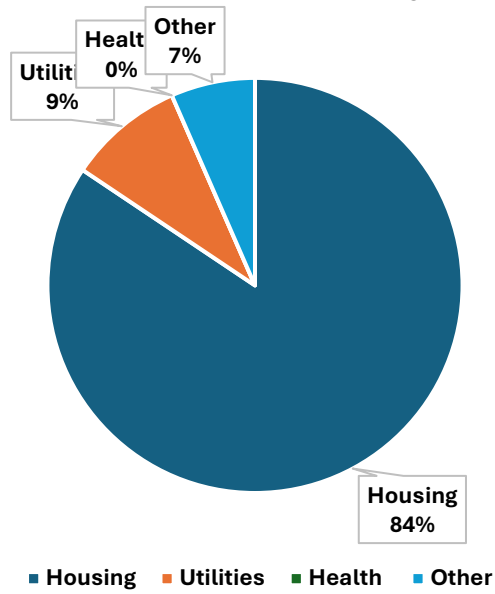
**Quarter 3 and 4 not reported as of October 1, 2024.  
Good Neighbor Funding depleted as of October 10, 2024.**



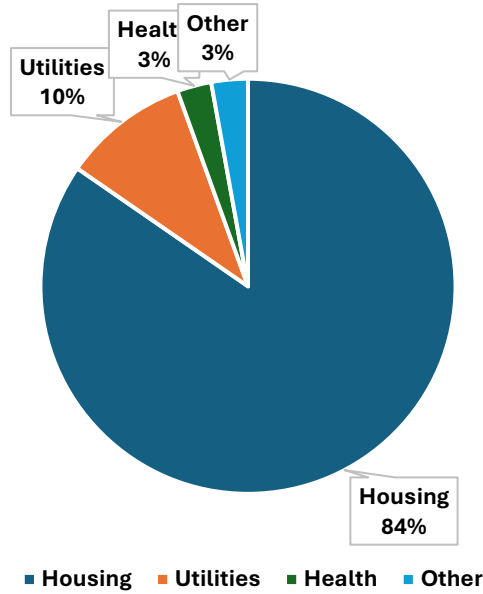
**FY 2021**



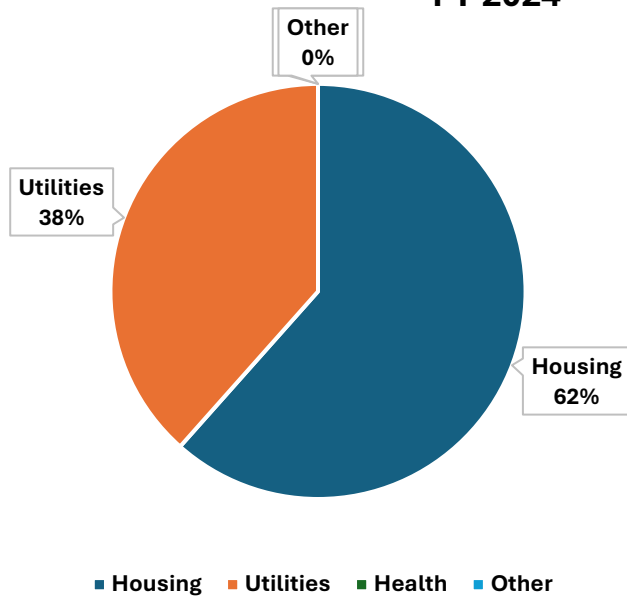
**FY 2022**



**FY 2023**



**FY 2024**



Good Neighbor Fund Summary Report  
Per Quarter and Total

<b>2024</b>								
	Households	Adults	Children	Housing	Utilities	Health	Misc.	Total Spent
Q1	20*	29"	17	\$6,335.00	\$4,137.72	\$0.00	\$0.00	\$10,472.72
Q2	41*	52"	32	\$11,240.25	\$6,832.69	\$0.00	\$0.00	\$18,072.94
Q3	---	---	---	---	---	---	---	---
Q4	---	---	---	---	---	---	---	---
<b>Total</b>	<b>61</b>	<b>81</b>	<b>49</b>	<b>\$17,575.25</b>	<b>\$10,970.41</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,545.66</b>

\*Notes:  
 1<sup>st</sup> Qtr not included 4 households not assisted  
 2<sup>nd</sup> Qtr not included 22 households not assisted, 4 pending which will be included in next Qtr.  
 In April, Two expenses for ~~Munson~~ only one payment by GNF of 528.66, ~~SG~~ reimbursed other expense.  
 In April, ~~O'Neill's~~ Reissued another check for \$525, original check #3778 not deposited in Feb.  
 " Adult children (>18 years old ) included

## Good Neighbor Fund Summary Report First Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race/Ethnicity**	Gender (Adults)**	Veterans**, # of
18 and Under: 17	21610: NA	Individuals: 7 (Single)	Caucasian/White: 10	Total: 20	0
19-35: 11	21620: 55, 11, 11, 7"	Individuals: 0 (Separated)	African American/Black: 9	Female: 12	
36-64: 13	21623: NA	Individuals: 1 (Widowed)	2 or More: NA	Male: 8	
≥65: 5	21628: NA	Individuals: 3 ( Divorced)	Native American: 0	Other: 0	
	21635: NA	Singles w/Child: 6, 12, 2"	Asian: 0	Not Provided: NA	
	21645: 5, 1, 0, 0"	Families w/Child: 2, 2, 1"	Hispanic/Latin: 1		
	21651: NA	Div/Sep w/child: 1, 3, 1"			
	21661: 10, 2, 3, 0"	Not Provided: 0	Not Provided: NA		
	21667: NA	Married: 2			
	21678: 20, 4, 3, 2"	Partner: 0			
	Homeless: 10, 2, 1, 0"				
	Not Provided: NA				
	4 Households not funded				
<p>*household only counted once  **Interviewee  "number of Adult children &gt;18 yrs of age</p>					

## Good Neighbor Fund Summary Report Second Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race/Ethnicity **	Gender (Adults)**	Veterans,** # of
18 and Under: 32	21610: 2.44, 1, 0	Individuals: 18 (Single)	Caucasian/White: 16	Total: 41	3
19-35: 21	21620: 53.66, 27, 17, 2"	Individuals: 0 (Separated)	African American/Black: 25	Female: 27	
36-64: 23	21623: NA	Individuals: 0 (Widowed)	2 or More: 0	Male: 14	
≥65: 7	21628: NA	Individuals: 1 (Divorced)	Native American: 0	Other: 0	
	21635: NA	Singles w/Child: 14, 22	Asian: 0	Not Provided: NA	
	21645: NA	Families w/Child: 2, 3	Hispanic/Latin: 0		
	21651: 2.44, 1, 0	Div/Sep w/child: 1, 1			
	21661: 17.07, 8, 5	Not Provided: NA	Not Provided: NA		
	21667: NA	Married: 2, 0			
	21678: 2.44, 2, 1	Partner: 3, 5			
	Homeless: 21.95, 12, 8, 1"				
	Not Provided: 0				
	23 Households not funded				
<p>*household only counted once  **Interviewee  "number of Adult children &gt;18 yrs of age</p>					

Good Neighbor Fund Summary Report  
Per Quarter and Total

<b>2023</b>								
	Households	Adults	Children	Housing	Utilities	Health	Misc.	Total Spent
<b>Q1</b>	12	14	7	\$2,419.50	\$417.06	\$0.00	\$0.00	\$2,836.56
<b>Q2</b>	17	21	12	\$4,952.00	\$400.00	\$500.00	\$536.22*	\$6,388.22
<b>Q3</b>	20	22	14	\$4,650.00	\$485.37	\$0.00	\$364.45	\$5,499.82
<b>Q4</b>	40^	47^	31^	\$14,773.75	\$1820.23	\$346.00	\$0.00	\$16,939.98
<b>Total</b>	89	104	61	26,795.25	\$3122.66	\$846.00	\$900.67	\$31,664.58
<p><small>*corrected, previously reported incorrectly, Property Taxes, corrected Totals for Households, Adults, Children to date of 3<sup>rd</sup> Qtr. ^While ██████ is included in the expenses for the year, there was no application available containing the demographic data. Therefore, this client is not included in the 4<sup>th</sup> Qtr demographics report.</small></p>								

## Good Neighbor Fund Summary Report First Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Ethnicity/Race	Gender (Adults)	Veterans**, # of
18 and Under: 7	21610: NA	Individuals: NA (Single)	Caucasian/White: 4	Total: 14	
19-35: 0	21620: 64.3, 9, 7	Individuals: NA (Separated)	African American/Black: 6	Female: 9	Not: 7
36-64: 10	21623: NA	Individuals: 2 (Widowed)	2 or More: NA	Male: 5	Not Provided: 5
≥65: 4	21628: NA	Individuals: 1 (Divorced)	Native American: NA	Other: NA	
	21635: 7.1, 1, 0	Singles w/Child: 7, 7	Asian: NA	Not Provided: NA	
	21645: NA	Families w/Child: NA	Hispanic/Latin: NA		
	21651: NA	Div/Sep w/child: NA			
	21661: NA	Not Provided: NA	Not Provided: 2		
	21667: NA	Married: 4, 0			
	21678: 28.6, 4, 0	Partner: NA			
	Homeless: NA				
	Not Provided: NA				
	*household only counted once	<i>3 Households not funded</i>			**Interviewee

## Good Neighbor Fund Summary Report Second Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Ethnicity/Race**	Gender (Adults)	Veterans,** # of
18 and Under: 12	21610: 5.9, 1, 0	Individuals: 6 (Single)	Caucasian/White: 8	Total: 17	Yes: 1
19-35: 9	21620: 58.8, 10, 8	Individuals: 0 (Separated)	African American/Black: 8	Female: 15	No: 12
36-64: 8	21623: NA	Individuals: 1 (Widowed)	2 or More: NA	Male: 2	Not specified: 4
≥65: 4	21628: NA	Individuals: 2 (Divorced)	Native American: NA	Other: NA	
	21635: NA	Singles w/Child: 4,9	Asian: NA	Not Provided: NA	
	21645: NA	Families w/Child: 1, 2	Hispanic/Latin: 1		
	21651: NA	Div/Sep w/child: 1, 1			
	21661: NA	Not Provided: NA	Not Provided: NA		
	21667: 5.9, 2, 0	Married: 1 w/o children			
	21678: 5.9, 1, 0	Partner: 1 w/o children			
	Homeless: 23.5, 7,4				
	Not Provided: NA				
<i>Includes all adults</i>	<i>*household only counted once</i>	<i>1 Household not funded</i>	<i>**Interviewee</i>		<i>**Interviewee</i>



## Good Neighbor Fund Summary Report Third Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Ethnicity/Race**	Gender** (Adults)	Veterans, # of
18 and Under: 14	21610: NA	Individuals: 12 (Single)	Caucasian/White: 7	Total: 20	1
19-35: 7	21620: 50, 10, 9	Individuals: 0 (Separated)	African American/Black: 11	Female: 15	
36-64: 12	21623: 5, 1, 0	Individuals: 0 (Widowed)	2 or More: NA	Male: 5	
≥65: 3	21628: NA	Individuals: 0 (Divorced)	Native American: NA	Other: NA	
	21635: NA	Singles w/Child: 5, 11	Asian: NA	Not Provided: NA	Not Provided: 2
	21645: NA	Families w/Child: 1, 1	Hispanic/Latin NA		
	21651: NA	Div/Sep w/child: 2, 2			
	21661: 10, 2, 0	Not Provided: NA	Not Provided: 1		
	21667: NA	Married: 1			
	21678: NA	Partner: NA			
	Homeless: 35, 7,5				
	Not Provided: NA				
<i>Includes all adults</i>	<i>*household only counted once</i>	<i>6 Households not funded</i>		<i>**Interviewee</i>	

## Good Neighbor Fund Summary Report Fourth Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Households Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
18 and Under: 31	21610: 5.0, 2, 3	Individuals: 20 (Single)	Caucasian/White: 16	Total: 40	2
19-35: 21	21620: 37.5, 18, 13	Individuals: 0 (Separated)	African American/Black: 23	Female: 28	
36-64: 19	21623: NA	Individuals: 1 (Widowed)	2 or More: 0	Male: 12	
≥65: 7	21628: NA	Individuals: 4 (Divorced)	Native American: 0	Other: 0	
	21635: NA	Singles w/Child 18 & under: 10	Asian: 0	Not Provided: 0	
	21645: NA	Singles w/Child ≥18 & under: 2	Hispanic/Latin: 1		
	21651: 7.5, 3, 0	Families w/Child: 1, 2			
	21661: 5.0, 2, 3	Div/Sep w/child: 0	Not Provided: 0		
	21667: NA	Not Provided: 0			
	21678: 7.5, 3, 7	Married: 1, 2 A, 0 C			
		Partner: 2, 4 A, 4 C			
	Homeless: 40.0, 19, 5	Partner: 1, 2 A, 0 C			
	Not Provided: 0	A: Adult; C: Children			
<i>Includes all adults</i>	<i>*household only counted once</i>	<i>2 Households not funded</i>		<i>**Interviewee</i>	

Good Neighbor Fund Summary Report  
Per Quarter and Total

<b>2022</b>								
	Households	Adults	Children	Housing	Utilities	Health	Other	Total Spent
Q1	9	16	8	\$1492.00	\$585.72	\$0.00	\$0.00	\$2,077.00
Q2	4	6	2	\$902.00	\$0.00	\$0.00	\$460.89	\$1362.89
Q3	22	27	26	\$10,575.72	\$1616.20	\$0.00	\$0.00	\$12,191.92
Q4	15	17	15	\$7,586.85	\$0.00	\$0.00	\$1,138.28	\$8,725.13
<b>Total</b>	50	66	51	\$20,556.57	\$2,201.92	\$0.00	\$1,599.17	\$24,357.66

## Good Neighbor Fund Summary Report First Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender (Adults)	Veterans**, # of
18 and Under: 8	21610:0	Individuals: 4 (Single)	Caucasian/White: 1	Total: 16	1
19-35: 8	21620: 44, 7, 5	Individuals: 0 (Separated)	African American/Black: 6	Female: 11	
36-64: 5	21623: 0	Individuals: 0 (Widowed)	2 or More:	Male: 5	
≥65: 3	21628: 0	Individuals: 0 (Divorced)	Native American:	Other: 0	
	21635: 0	Singles w/Child: 2, 3	Asian:	Not Provided: 0	
	21645: 0	Families w/Child: 3, 5	Hispanic/Latin		
	21651: 0	Div/Sep w/child: 0			
	21661: 0	Not Provided: 0	Not Provided: 2		
	21667: 6, 1, 0	Married: 2			
	21678: 25, 4, 2	Partner: 1			
	Homeless: 25, 4, 1				
	Not Provided: 0				
	*household only counted once	2 Households not funded	**Interviewee		**Interviewee

## Good Neighbor Fund Summary Report Second Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race**	Gender (Adults)	Veterans,** # of
18 and Under: 2	21610: 25, 1, 2	Individuals: 1 (Single)	Caucasian/White: 1	Total:	0
19-35: 2	21620: 75, 5, 0	Individuals: 0 (Separated)	African American/Black: 3	Female: 4	
36-64: 3	21623: NA	Individuals: 0 (Widowed)	2 or More: 0	Male: 2	
≥65: 1	21628: NA	Individuals: 9 (Divorced)	Native American: 0	Other: 0	
	21635: NA	Singles w/Child: 2, 3	Asian: 0	Not Provided: 0	
	21645: NA	Families w/Child: 0	Hispanic/Latin: 0		
	21651: NA	Div/Sep w/child:			
	21661: NA	Not Provided:	Not Provided: 0		
	21667: NA	Married: 1			
	21678: NA	Partner: 0			
	Homeless: 0				
	Not Provided: 0				
	*household only counted once	<i>1 Households not funded</i>	**Interviewee		**Interviewee

## Good Neighbor Fund Summary Report Third Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
18 and Under: 26	21610: NA	Individuals: 5 (Single)	Caucasian/White: 5	Total: 22	
19-35: 9	21620: 50, 15, 12	Individuals: 2 (Separated)	African American/Black: 14	Female: 17	
36-64: 17	21623: NA	Individuals: 0 (Widowed)	2 or More: NA	Male: 5	
≥65: 1	21628: NA	Individuals: 2 (Divorced)	NatiOe American: NA	Other: NA	
	21635: NA	Singles w/Child: 14, 23	Asian: NA	Not Provided: 0	Not Provided: 9
	21645: NA	Families w/Child: 3, 2	Hispanic/Latin NA		
	21651: NA	Div/Sep w/child: 4, 0			
	21661: NA	Not Provided:1, 1	Not Provided:3		
	21667: NA	Married: 2			
	21678: NA	Partner: 1			
	Homeless: 50, 12, 14				
	Not Provided: NA				
	*household only counted once			**Interviewee	

## Good Neighbor Fund Summary Report Fourth Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
18 and Under: 15	21610:0	Individuals: 3 (Single)	Caucasian/White: 8	Total:	1
19-35: 5	21620: 60.0, 9, 12	Individuals: 0 (Separated)	African American/Black: 7	Female: 11	Unmarked 5
36-64: 11	21623: 0	Individuals: 1 (Widowed)	2 or More: 0	Male: 4	
≥65: 1	21628: 0	Individuals: 2 (Divorced)	Native American: 0	Other: 0	
	21635: 0	Singles w/Child: 8, 15	Asian: 0	Not Provided: 0	
	21645: 0	Families w/Child: 0	Hispanic/Latin: 0		
	21651: 0	Div/Sep w/child: 0			
	21661: 13.3, 2, 1	Not Provided: 0	Not Provided: 0		
	21667:	Married: 1			
	21678: 0	Partner: 0			
	Homeless: 26.7, 6, 2				
	Not Provided: 0				
	*household only counted once	10 Households not funded		**Interviewee	

Good Neighbor Fund Summary Report  
September 1 through December 31, 2022

2022 September 1 through December 31								
	Households	Adults	Children	Housing	Utilities	Health	Misc.	Total Spent
<b>Total</b>	24	30	27	13,339.72	1247.00	0.00	1138.28	15,725.00
<b>Interviewed but not assisted by GNF</b>	12	17	8					



## Good Neighbor Fund Summary Report September 1 through December 31, 2022

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
Under 18: 21	21610: 0	Individuals: 4 (Single)	Caucasian/White: 12	Total:	1
19-35: 10	21620: 58.3, 17, 19	Individuals: 1 (Separated)	African American/Black: 10	Female: 18	Unmarked: 8
36-64: 20	21623: 0	Individuals: 1 (Widowed)	2 or More: 0	Male: 6	
≥65: 1	21628: 0	Individuals: 2 (Divorced)	Native American: 0	Other: 0	
	21635: 0	Singles w/Child: 12, 25	Asian: 0	Not Provided: 0	
	21645: 0	Families w/Child: 3, 2	Hispanic/Latin:0		
	21651: 0	Div/Sep w/child: 0			
	21661: 8.3, 2, 1	Not Provided: 1	Not Provided:2		
	21667: 0	Married: 2, 1			
	21678: 0	Partner: 1, 1			
	Homeless: 33.3, 11, 8				
	Not Provided: 0				
	*household only counted once	12 Households not funded		**Interviewee	

Good Neighbor Fund Summary Report  
Per Quarter and Total

<b>2021</b>								
	Households	Adults	Children	Housing	Utilities	Health	Other	Total Spent
<b>Q1</b>	12	14	13	\$2406.00	\$237.92	\$0.00	\$0.00	\$2643.92
<b>Q2</b>	30	44	13	\$2489.00	\$195	\$0.00	\$4,454.19	\$7138.19
<b>Q3</b>	26	33	17	\$3761.57	\$4996.50	\$73.51	\$240.00	\$9,071.58*
<b>Q4</b>	21	28	17	\$5,184.60	\$548.04	\$235.00	\$0.00	\$5967.64
<b>Total</b>	<b>89</b>	<b>119</b>	<b>60</b>	<b>\$13,841.17</b>	<b>\$5977.46</b>	<b>\$308.51</b>	<b>\$4694.19</b>	<b>\$24,821.33</b>
<b>Notes:</b> Second Quarter :1 Acme Gift card given Third Quarter: 3 Acme Gift cards given Fourth Quarter: 1 Acme Gift card given *Not included \$6.00 charge for cashier check to Queen Anne's County								

## Good Neighbor Fund Summary Report First Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
Under 18: 13	21610:	Individuals: 2 (Single)	Caucasian/White: 6	Total: 14	0
19-35: 3	21620: 79, 11, 13	Individuals: 0 (Separated)	African American/Black: 7	Female:13	
36-65: 9	21623:	Individuals: 1 (Widowed)	2 or More: 0	Male: 1	
>65: 2	21628:	Individuals: 3 (Divorced)	Native American: 0	Other: 0	
	21635:	Singles w/Child: 6, 13	Asian: 0	Not Provided: 0	
	21645:	Families w/Child: 0	Hispanic/Latin: 0		
	21651:	Div/Sep w/child: 0	Black/Native American: 1		
	21661:	Not Provided:0	Not Provided:0		
	21667:	Married: 0			
	21678:	Partner: 2			
	Homeless: 14, 2, 0				
	Shelter: 7, 1, 0				
	*household only counted once	11 Households not funded		**Interviewee	

## Good Neighbor Fund Summary Report Second Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
Under 18: 13	21610: 0	Individuals: 8 (Single)	Caucasian/White: 9	Total:	3 unmarked ?
19-35: 9	21620: 8, 3	Individuals: 2 (Separated)	African American/Black: 19	Female: 14	
36-65: 27	21623: 0	Individuals: 1 (Widowed)	2 or More: 0	Male: 16	
>65: 7	21628: 0	Individuals: 3 (Divorced)	Native American: 0	Other: 0	
Birth date not provided: 1	21635: 0	Singles w/Child: 6, 9	Asian: 0	Not Provided: 0	
	21645: 0	Families w/Child: 5, 7	Hispanic/Latin: 1		
	21651: 2, 2	Div/Sep w/child: 1, 1			
	21661: 0	Not Provided: 0	Not Provided: 1		
	21667: 2, 0	Married: 2, 4 children; 1, 0			
	21678: 3, 0	Partner: 2, 2 children; 4, 0			
	Homeless: 5, 1				
	Not Provided: 0				
	*household only counted once	16 Homes not Funded		**Interviewee	

## Good Neighbor Fund Summary Report Third Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families**, # of	Race	Gender** (Adults)	Veterans, # of
18 & Under: 18	21610:0	Individuals: 5 (Single)	Caucasian/White: 9	Total:	2
19-35: 10	21620: 30, 6, 2	Individuals: 1 (Separated)	African American/Black: 16	Female: 22	
36-64: 18	21623: 0	Individuals: 3 (Widowed)	2 or More: 0	Male: 12	
≥65:	21628: 0	Individuals: 2 (Divorced)	Native American: 0	Other: 0	
Unknown Adult: 0	21635: 0	Singles w/Child: 8, 15	Asian: 0	Not Provided: 0	
	21645: 0	Families w/Child: 0	Hispanic/Latin: 0		
	21651: 0	Div/Sep w/child: 0			
	21661: 10 2, 0	Not Provided:0	Not Provided:1		
	21667: 0	Married: 0			
	21678: 0	Partner: 2, 2			
	Homeless: 60, 12, 19				
	Not Provided: 0				
	*household only counted once	6 Homes not funded		**Interviewee	

## Good Neighbor Fund Summary Report Fourth Quarter Demographics

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
18 & Under: 18: 17	21610: 3.5, 1,0	Individuals: 6 (Single)	Caucasian/White: 6	Total: 21	2
19-35: 11	21620: 25, 7,3	Individuals: 0 (Separated)	African American/Black: 14	Female: 14	
36-64: 12	21623: 0	Individuals: 1 (Widowed)	2 or More:	Male: 7	
≥65: 1	21628:0	Individuals: 0 (Divorced)	Native American:	Other: 0	
	21635:0	Singles w/Child: 7, 13	Asian:	Not Provided: 0	
	21645: 0	Families w/Child: 2 couples, 4	Hispanic/Latin		
	21651: 0	Div/Sep w/child: 0			
	21661: 3.5,1,3	Not Provided:0	Not Provided:1		
	21667: 0	Married: 3 couples			
	21678: 7, 2, 5	Partner: 0			
	Homeless: 61, 17,6				
	Not Provided: 0				
	*household only counted once	5 Homes not funded		**Interviewee	

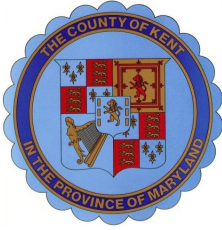
Good Neighbor Fund Summary Report  
September 1 through December 31, 2021

2021 September 1 through December 31								
	Households	Adults	Children	Housing	Utilities	Health	Other	Total Spent
<b>Total</b>	<b>25</b>	<b>32</b>	<b>17</b>	<b>\$5592.9</b>	<b>\$548.04</b>	<b>\$235.00</b>	<b>\$240.00</b>	<b>\$6615.94</b>

Good Neighbor Fund Summary Report  
September 1 through December 31, 2021

Age Range, #	Residency* Zip: %, #Adults, #Children	Individuals vs Families, # of	Race	Gender** (Adults)	Veterans, # of
18 and Under 18: 17	21610: 3, 1,0	Individuals: 8 (Single)	Caucasian/White: 6	Total: 25	2
19-35: 11	21620: 28, 9,3	Individuals: 1 (Separated)	African American/Black: 15	Female: 17	
36-65: 14	21623:	Individuals: 2 (Widowed)	2 or More: 0	Male:8	
>65: 2	21628:	Individuals: 0 (Divorced)	Native American: 0	Other: 0	
	21635:	Singles w/Child: 7,13	Asian: 0	Not Provided: 0	
	21645:	Families w/Child: 2 couples, 4	Hispanic/Latin: 0		
	21651:	Div/Sep w/child: 0			
	21661: 6.5 ,2,3	Not Provided:0	Not Provided: 1		
	21667:	Married: 3 couples			
	21678: 6.5 , 2, 5	Partner: 0			
	Homeless: 56, 18,6				
	Not Provided: 0				
	*household only counted once	7 Homes not funded		**Interviewee	





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**Roland Sheppard, Acting Director of Operations, and Steve Wallace,  
Captain, Kent County Detention Center  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

Medication Assisted Treatment Program Services

**ATTACHMENTS:**

**Description**

Cover Sheet

University of Maryland Psychiatry Associates agreement for Substance Use Disorder Telehealth Services agreement for 2025

Medication Assistance Program Grant Performance Incentive Grant Fund

FY23 and FY24 (Original) Agreement with University of MD Psychiatry Associates

University of Maryland Psychiatry Associates, P.A. Agreement  
for Kent County's  
Medically Assisted Treatment Program



**SECOND AMENDED AND RESTATED AGREEMENT FOR SUBSTANCE USE  
DISORDER TELEHEALTH SERVICES  
BY AND BETWEEN  
UNIVERSITY OF MARYLAND PSYCHIATRY ASSOCIATES, P.A.  
AND  
KENT COUNTY**

**THIS SECOND AMENDED AND RESTATED AGREEMENT FOR SUBSTANCE USE DISORDER TELEHEALTH SERVICES** (this “**Agreement**”), effective as of the date listed in Article I of Exhibit A to this Agreement (“**Effective Date**”), is by and between the University of Maryland Psychiatry Associates, P.A. (“**UMPA**”) and Kent County, State of Maryland (“**COUNTY**”), and is for the purpose of establishing the terms of the parties’ agreement for UMPA to provide certain non-billable telehealth services (the **Services**, as defined below) to COUNTY.

**RECITALS**

A. COUNTY has identified a need to provide the Services via telemedicine to inmates with Opioid Use Disorder in COUNTY’s jails (“**Recipients**”). COUNTY does not have the resources to fulfill its need for such Services and would like to engage UMPA to provide such Services.

B. COUNTY and UMPA previously entered into an Amended and Restated Agreement for Substance Use Disorder Telehealth Services with an Effective Date of July 1, 2022 containing pricing intended to cover fiscal years 2023 and 2024 and the parties desire now to amend and restate that agreement to provide for a one year extension covering fiscal year 2025. UMPA has agreed to provide the Services as described below to the Recipients, which will be rendered by UMPA physicians (“**Faculty Physician(s)**”).

C. The compensation to be paid by COUNTY to UMPA, as set forth in Section 3.1, is to compensate UMPA for the availability of the Faculty Physician(s). There will be no billing of Recipients or insurance carriers for any of the Services provided to COUNTY or Recipients under this Agreement.

D. UMPA agrees to provide the Services to COUNTY according to the terms and conditions of this Agreement.

E. The parties to this Agreement previously entered into that certain Agreement for Substance Use Disorder Telehealth Services, but have since discovered errors in Exhibit A to the agreement and have agreed to enter into this amended and restated agreement in order to correct those mutual oversights.

NOW, THEREFORE, the parties agree as follows:

## **Section 1 - SERVICES**

1.1. Telehealth Services. The Recitals are incorporated into this Agreement. UMPA's Faculty Physicians shall provide direct care telehealth treatment for substance use disorder to the Recipients (the "**Telehealth Services**") according to a schedule of dates and times for the Services as mutually agreed in advance by the parties, but which shall not exceed four hours (4) per week, to include one scheduled two (2) hour block of time to evaluate and treat patients and up to an additional two (2) hours for charting, writing orders, phone consultation with detention center nurse, availability to see new admissions outside of the block time, writing bridge prescriptions for patients that are being discharged and similar services. In addition, UMPA will work in collaboration with COUNTY jail staff, and appropriate partners, to develop and implement standard operating procedures for the screening and treatment of individuals with Opioid Use Disorder incarcerated at the COUNTY's jails.

1.2. Substance Use Disorder Counseling. UMPA shall also make appropriately licensed and/or certified substance use disorder ("SUD") counselors available to provide SUD treatment, which will consist of SUD assessment and treatment planning, in relationship to medications for opioid use disorder, individual SUD counseling as frequently as weekly if needed, care navigation for re-entry treatment and collaboration with UMPA's Medication Assisted Treatment telehealth team of Faculty Physicians (the "**SUD Counseling Services**"). SUD Counseling Services shall not exceed twelve (12) hours per week, for up to ten (10) inmates.

1.3. Supervision; Staff Direction. Dr. Eric Weintraub or his successor or designee (the "**Director**") shall have overall responsibility for the provision of the Telehealth Services and for supervising the Faculty Physicians and a qualified certified SUD supervisor shall have oversight and supervision responsibility for the SUD Counseling Services.

1.4. Recommendations. During the course of providing the Telehealth Services, the Faculty Physician(s) may provide information to COUNTY and/or health care providers regarding a specific Recipient's course of treatment. The parties acknowledge and agree that UMPA shall not have any liability resulting from the failure of a Recipient or COUNTY or its employees, agents, or representatives to follow any advice or recommendations of UMPA. Any employee, agent, or representative of COUNTY or UMPA who has a grievance or concern related to the provision of Telehealth Services or any interference with, or failure to follow, said advice or recommendations should report the grievance or concern to the Director, who will promptly work with COUNTY to resolve the issue.

1.5. Compliance with Applicable Standards. COUNTY will submit to UMPA all policies, ethical codes or guidelines, rules, regulations, and generally applicable orders promulgated by COUNTY as may be applicable to activities under this Agreement ("**COUNTY Applicable Standards**"). Additionally, in the event of a conflict or inconsistency between these COUNTY Applicable Standards and UMPA's policies, ethical codes, guidelines, or rules, UMPA

will consult with COUNTY, if circumstances reasonably permit, to determine an appropriate course of action.

1.6. Recipient Choice. Nothing in this Agreement shall prevent a Recipient or any other party from seeking treatment for any symptoms, illness, or condition from any health care provider, even if the health care provider is not affiliated with UMPA or the Faculty Physician(s).

1.7. COUNTY Obligations. COUNTY acknowledges that the provision of effective telemedicine or telehealth services requires the cooperation of the patient and those responsible for the care and/or custody of the patient. Therefore, UMPA's performance of Telehealth Services hereunder is expressly conditioned on COUNTY being responsible for the effective screening of patients for opioid use disorder, providing a secure area in which the patient is to be examined, providing a coordinator for telemedicine sessions, and providing buprenorphine medication for patients.

## **Section 2 - ADMINISTRATIVE DUTIES OF THE PARTIES**

2.1 General. In addition to any administrative responsibilities set forth in this Agreement, UMPA shall be responsible for the performance of general administrative duties in support of effective and efficient Telehealth and SUD Counseling Services, including any necessary reports to COUNTY.

2.2 Medical Record Documentation. COUNTY will be responsible for maintaining and retaining accurate, complete and up-to-date medical records for all Recipients related to the Telehealth and SUD Counseling Services. All costs related to maintaining such records will be COUNTY's responsibility and all such records will be the property of COUNTY. COUNTY will cooperate with UMPA to enable UMPA's providers to access appropriate patient history in connection with performance of the Telehealth and SUD Counseling Services.

## **Section 3 - COMPENSATION FOR SERVICES**

3.1 Compensation for Services. COUNTY shall compensate UMPA in the amount provided in Article III of Exhibit A to this Agreement.

3.2. No Billable Services. UMPA acknowledges and agrees that its physicians are not entitled to direct payment of any kind from COUNTY for services rendered under this Agreement. COUNTY shall not make or deliver any payments directly to any physician, but any direct payment to any physician shall not constitute payments to UMPA under this Agreement. UMPA further agrees that it will not bill third party payors for the Telehealth and SUD Counseling Services. COUNTY may bill third party payors and UMPA will cooperate with that process by having their providers submit any forms necessary for patient and third party payments for services as reasonably requested. No party will bill any patient or third party payor for the costs associated with telemedicine technologies, equipment or software that may be utilized under this Agreement.

3.3 Invoicing and Payment. COUNTY shall pay the amounts due under this Agreement to UMPA within thirty (30) days after receipt of an invoice from UMPA; invoices will be sent quarterly during the term of the Agreement and all payments shall be made payable to “University of Maryland Psychiatry Associates, P.A.”

Invoices shall be sent to:

Grants Manager  
Kent County Department of Corrections  
104 Vickers Drive Unit A  
Chestertown, MD 21620

#### **Section 4 - CONTROL**

Except as otherwise expressly provided elsewhere in this Agreement, COUNTY shall neither have nor exercise any control or direction over the methods by which UMPA, the Faculty Physicians, or any other UMPA staff perform the Telehealth and SUD Counseling Services (collectively, the “**Services**”). In providing the Services, UMPA shall act as an independent contractor; no employee of UMPA or other actor under this Agreement shall be deemed an employee or agent of COUNTY as a result of providing Services under this Agreement. Except as otherwise expressly provided elsewhere in this Agreement, UMPA shall have the exclusive authority to assign the Faculty Physician and other staff to perform specific duties and responsibilities. COUNTY shall have no control over, or right to interfere with, the means employed by UMPA to fulfill its obligations under this Agreement.

#### **Section 5 - INSURANCE**

5.1. Professional Liability Insurance. The Faculty Physician(s) providing medical Services under this Agreement shall have professional liability coverage at the commencement of this Agreement and thereafter, on a shared limits basis, in amounts not less than \$1,000,000 for each medical incident and \$3,000,000 in the annual aggregate, through the Maryland Medicine Comprehensive Insurance Plan (“**MMCIP**”).

5.2. Tort Claims Act. UMPA’s liability shall be determined exclusively in accordance with the Tort Claims Act under Maryland Annotated Code, State Government Article, Section 12-101, *et seq.* Third party claims not covered by MMCIP as medical malpractice claims may be subject to the Tort Claims Act.

#### **Section 6 - FACILITIES, EQUIPMENT AND SUPPLIES PROVIDED BY COUNTY**

6.1. Space. COUNTY shall designate space at COUNTY-controlled locations for UMPA’s duties under this Agreement. Such space shall include consultation space that is private and reasonably sound-proof and appropriate for the Services. Such consultation space shall be

provided at no additional cost, and the Faculty Physician(s) shall have virtual access to such consultation space 24 hours per day, 7 days per week, on each day of the term of this Agreement.

6.2. Equipment and Supplies. COUNTY shall provide standard items that are reasonably expected to be present in a health services space, such as standard office equipment and supplies for UMPA and a comfortable seating area for Recipients. If UMPA requires additional supplies, UMPA shall provide those supplies at its cost. COUNTY will also provide all technology necessary for telemental health video conferencing.

## **Section 7 - COUNTY PERSONNEL**

COUNTY shall bear all of the cost and expense associated with the employment of COUNTY personnel and provision of space, equipment and supplies contemplated by Section 6 above. Other than Recipients, no individuals at COUNTY will receive the Services set forth in this Agreement.

## **Section 8 - UMPA PERSONNEL**

8.1. Licenses; Privileges. The Faculty Physician(s) providing Services under this Agreement shall have a Doctor of Medicine (MD) degree or a Doctor of Osteopathic Medicine (DO) degree. All medical personnel assigned by UMPA to perform Services under this Agreement shall be: (a) licensed by the appropriate board to practice in the State of Maryland; and (b) responsible to provide prompt assessment, evaluation, treatment, and the Services within the standards of practice as set forth in the Annotated Code of Maryland, as amended, and the Code of Maryland Regulations (COMAR).

8.2. Additional Personnel. UMPA may at its own expense provide technical, administrative, secretarial, and clerical personnel, if needed (as determined by UMPA) in order to perform the Services.

## **Section 9 - TERM; RENEWAL; TERMINATION; DEFAULT**

### 9.1. Term, Renewal, Termination.

9.1.1. The term of this Agreement began on the Effective Date, and shall expire on June 30, 2025 (the “**Term**”). By written agreement of the parties, this Agreement may be renewed for additional terms. If COUNTY and UMPA so agree, then beginning 90 days prior to the expiration of any term, the parties will review the costs and services being provided and negotiate terms for renewal. If concerns over performance arise at any time during the term of the Agreement that require immediate attention and are unable to be informally resolved, a formal meeting will be held between Steve Wallace, Administrative Captain of COUNTY or his or her designee and the Chair of UMPA or his or her designee to implement a plan to improve performance or to mutually agree to immediately terminate the relationship.

9.1.2. This Agreement may be terminated without cause for any reason upon one party providing the other with a minimum of 60 days prior written notice.

9.2 Default. As used herein, Default means a material breach of the terms of this Agreement.

9.3 Right to Cure. Upon the occurrence of any Default, the non-defaulting party shall provide written notice of the Default to the defaulting party, and the defaulting party, after receiving such notice, shall have 30 days to cure the Default.

9.4 Non-Defaulting Party's Remedies. If the defaulting party has not cured the Default within the 30 day cure period, the non-defaulting party may immediately terminate this Agreement. There shall be no right to cure upon the occurrence of any Default which is not reasonably susceptible to cure, which breaches or threatens to breach privacy laws, or which impacts the health or safety of the Recipients or either party's employees.

## **Section 10 - PRIVACY STANDARDS**

10.1. Privacy of Health Information. The parties shall comply with all applicable federal and State confidentiality requirements regarding the collection, maintenance, use, and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd-2, as implemented at 42 C.F.R. Part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (MCMRA) (Md. Code Ann. Health-General § 4-301 et seq.) as amended. All health and demographic information ("**Protected Health Information**" or "**PHI**") will be maintained by and in the sole custody of COUNTY.

10.2. Access to Records by UMPA. Subject to the laws of confidentiality governing medical records, UMPA and its agents, including but not limited to the MMCIP, shall have access to patient records, files, charts and other written or recorded material, including billing records, provided that such material relates to patients treated by UMPA's physicians and (i) is necessary for UMPA's performance of the Services, (ii) is necessary for UMPA to answer or defend any inquiry, suit, investigation or claim made by a patient serviced by UMPA, (iii) is necessary for the continuing care of a patient, (iv) is for quality of care purposes, or (v) is otherwise permitted by law.

10.3 Access to Records in Custody of UMPA. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any product or service pursuant to this Agreement, UMPA shall make available, upon written request by the Secretary of Health (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of UMPA that are necessary to certify the nature and extent of any costs incurred by UMPA for such products and services. If UMPA carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, UMPA will cause such subcontract to contain a clause



to the effect that, until the expiration of four (4) years after the furnishing of any product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by UMPA for such product or service.

**Section 11 - MISCELLANEOUS**

11.1. Notice. All notices given pursuant to this Agreement shall be in writing and shall be either: (i) personally delivered; (ii) sent by certified mail, postage prepaid, return receipt requested; or (iii) sent via overnight mail by a nationally recognized carrier; and shall be addressed:

If to COUNTY: See Article IV of Exhibit A to the Agreement.

If to UMPA: University of Maryland Psychiatry Associates, P.A.  
110 S. Paca Street, 4<sup>th</sup> Floor  
Baltimore, Maryland 21201  
ATTENTION: Administrator

With a copy to: University of Maryland Faculty Physicians, Inc.  
250 West Pratt Street, 9<sup>th</sup> Floor  
Baltimore, Maryland 21201  
ATTENTION: General Counsel

Unless otherwise specified, any and all notices under this Section shall be deemed duly given on the date personally delivered as proven by a signed receipt. Either of the above-named parties may change its address by specifying such change in a written notice to the other.

11.2. No Waiver. No delay by COUNTY or UMPA in exercising any right granted it under this Agreement, or failure or omission by COUNTY or UMPA to exercise any right granted it hereunder, shall operate as a waiver of such right or preclude COUNTY or UMPA from exercising such right at any time during the term of this Agreement.

11.3. Notice of Claim. Each party shall promptly notify the other party of any claim it receives against it and/or the other party, which arises out of Services under terms of this Agreement. Each party shall make reasonable efforts to notify the other party of such claims within five (5) business days of receipt. A written letter of representation by a Recipient's attorney is considered to be a claim. Neither party shall be deemed to have waived any right to make a counterclaim, cross claim or third party claim against the other party by virtue of this Agreement, whether or not the other party fails to provide or receive notice within the time stated in this Section.

11.4. Successors and Assigns.

11.4.1. This Agreement shall be binding on the successors and permitted assigns of the parties.

11.4.2. Neither party may assign any of its rights, title or interest in this Agreement without the prior written consent of the other party, except that UMPA may assign the Agreement to any entity which controls, is controlled by or is under common control with it, or to a success in interest to its business.

11.5. Modification. This Agreement may be modified only in writing by a document signed by both parties.

11.6. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable for any reason, the invalidity or unenforceability shall not affect the other provisions or any other reapplication of this Agreement which can be given effect without the invalid or unenforceable provisions or application, and to this end the provisions of this Agreement shall be severable.

11.7. Maryland Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Maryland, without reference to its conflicts of laws rules.

11.8. Compliance with Law. At all times during the term of this Agreement, each party shall comply with all applicable federal, state and local laws in performing its obligations hereunder, including but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws.

11.9. Non-discrimination. COUNTY and UMPA agree not to discriminate against any Recipient because of age, color, national or ethnic origin, race, political affiliation, religion, physical or mental disability, gender, sexual orientation, creed, marital status, genetic information, gender identity or expression, or status as a disabled veteran.

11.10. Employment Conflict. No employee of the State of Maryland, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement shall, while such employee, become or be an employee of the party hereby contracting with said State of Maryland, or any department, commission, agency or branch thereof.

11.11. Basis of Award. UMPA warrants that it has not employed or retained any person, partnership, corporation or other entity to solicit this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity any fee or other consideration contingent on the making of this Agreement.

11.12. No Third-Party Beneficiaries. This Agreement is not intended to create, and does not create, enforceable legal rights as a third-party beneficiary or through any other legal theory on the part of any Person.

**AS WITNESS** the due execution hereof:

KENT COUNTY

By: \_\_\_\_\_ [SEAL] \_\_\_\_\_  
Ronald H. Fithian, President  
County Commissioners of Kent County

UNIVERSITY OF MARYLAND PSYCHIATRY ASSOCIATES, P.A.

By: \_\_\_\_\_ [SEAL] \_\_\_\_\_  
Jill RachBeisel, M.D.  
President

**EXHIBIT A – KENT COUNTY**

**Article I (Effective Date)**

The “Effective Date” of this Agreement is July 1, 2022.

**Article II (County)**

The party entering into this Agreement with UMPA is Kent County.

**Article III (Compensation)**

COUNTY shall pay UMPA compensation for the Services in Fiscal Years 2023 and 2024 combined in the amount of Sixty-Nine Thousand Ninety-Eight Dollars (\$69,098.00) to cover salary and fringe benefits for Faculty and Trainee(s), coordination with other medical professionals, travel expenses, travel time, and administrative costs as follows:

	<b>FY 2023</b>	<b>FY 2024</b>
Allocated to Physician Salary (10% FTE)	\$22,000.00	\$22,660.00
Allocated to Physician Fringe Benefits (10% FTE)	\$5,500.00	\$5,665.00
Allocated to Clinical Assistant Salary (10% FTE)	\$5,876.40	\$6,052.60
Allocated to Travel for Meetings / Setup	\$672.00	\$672.00
<b>Total</b>	<b>\$34,048.40</b>	<b>\$35,049.60</b>
<b>Total for Fiscal Years 2023 and 2024</b>	<b>\$69,098.00</b>	

COUNTY shall pay UMPA compensation for the Services in Fiscal Year 2025 in the amount of Eighty-Five Thousand Eighty-Five Dollars and No Cents (\$85,085.00) to cover salary and fringe benefits for Faculty and Trainee(s), coordination with other medical professionals, travel expenses, travel time, and administrative costs as follows:

	<b>FY 2025</b>
Physician Salary & Fringe (12.5% FTE)	\$36,113.00
Clinical Assistant Salary & Fringe (10% FTE)	\$7,130.00
Project Director Salary & Fringe (0.02% FTE)	\$2,815.00
Allocated to IP Support (1% FTE)	\$5,000.00

Counseling Staff Salary & Fringe (35% FTE) (\$6,562.50 per quarter)	\$26,250.00
Allocated to Administrative (Indirect) Costs	\$7,777.00
<b>Total</b>	<b>\$85,085.00</b>

The physicians will be providing the services. The Clinical Assistant will complete data collection. Fiscal Year 2023 shall run from the Effective Date to June 30, 2023; Fiscal Year 2024 shall run from July 1, 2023 to June 30, 2024 and Fiscal Year 2025 shall run from July 1, 2024 to June 30, 2025.

**Article IV (Notice Address for County)**

For purposes of Section 11.1 of the Agreement, the County’s contact for Legal Notices is:

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

WES MOORE  
Governor

ARUNA MILLER  
Lieutenant Governor



DOROTHY LENNIG  
Executive Director

August 26, 2024

The Honorable Ronald H. Fithian  
President  
Kent County Board of County Commissioners  
R. Clayton Mitchell, Jr. Kent County Government Center  
400 High Street  
Chestertown, MD 21620

RE: PIGF-2025-0009

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative**," in the amount of \$226,396.00 has received approval under the PERFORMANCE INCENTIVE GRANT FUND (AKA JUSTICE REINVESTMENT FUND SF) program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The KCDC and UMB "Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative" program will support an ongoing collaborative clinical service program for screening, referral, and treatment (with medications) for opioid use disorder-diagnosed individuals incarcerated in Kent County Detention Center. Overdose risk associated with discharge is a leading cause of death for incarcerated individuals. This program provides new, continuing, and post-discharge bridge treatment, thus curtailing this risk, and ensuring compliance with state HB-116 mandates. Program funds provide personnel, medication costs, urine toxicology testing costs, and equipment.

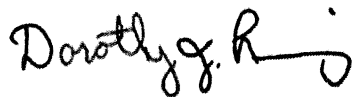
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov).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

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

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

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

Sincerely,

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

Dorothy Lennig, Esq.  
Executive Director

cc: Dr. Annabelle Belcher

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8/26/2024

Governor's Office of Crime Prevention and Policy



Control Number:

49383

Regional Monitor:

Adams, Jacqueline

Fiscal Specialist:

Lee, Dorothy

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>PIGF-2025-0009</b>	
<b>Sub-recipient:</b>	Kent County Board of County Commissioners	
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative	
<b>Implementing Agency:</b>	University of Maryland, Baltimore	
<b>Award Period:</b>	<b>07/01/2024 - 06/30/2025</b>	CFDA: Special

Funding Summary	Grant Funds	100.0 %	<b>\$226,396.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$226,396.00</b>

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

**Performance Incentive Grant Fund-Justice Reinvestment Fund**

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

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

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

**FOR THE STATE OF MARYLAND:**

*Dorothy G. R.*

---

Executive Director

Governor's Office of Crime Prevention and Policy

**SUB-RECIPIENT ACCEPTANCE:**

*Ronnie Feltman*

---

Signature of Authorized Official

*Ronald H. Feltman, President*

---

Typed Name And Title

*September 10, 2024*

---

Date

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





## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 1 General and Special Conditions (Post Award Instructions)

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

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

### 2 Statutes and Requirements of State and Federal Funds

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

### 3 Federal Financial Guide

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

### 4 Award Period of Performance

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

### 5 Subaward Acceptance Document

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

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 6 Special Conditions

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

### 7 Notification of Project Commencement Form

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

### 8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

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

### 9 Online Reporting and Post-Award Technical Assistance

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

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

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

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

### 11 Subaward Budget Notice and New Personnel

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 12 Personnel Costs

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

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

### 13 Consultant Rates

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

### 14 Procurement

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

### 15 Issuance of Request for Proposals, Bids, Procurement Process

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

### 16 Property Inventory Report Form

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

### 17 Supplanting

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 18 Budgeted Match Above Standard Requirements

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

### 19 Expended Grant Funds During Award Period

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

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

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

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

There are two types of GANs as follows:

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

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

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

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

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 21 Authorized Official/Alternate Authorized Official

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

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

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

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

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

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

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

### 23 Reproduction and Sharing of Subaward and Project Materials

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

### 24 Privacy and Confidentiality of Client Records

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



GOCCP Regional Monitor:

Adams, Jacqueline

GOCCP Fiscal Specialist:

Lee, Dorothy

Governor's Office of Crime Prevention and Policy

## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 25 Use of GOCPP Forms

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

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

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

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

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

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

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

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

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

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 27 Submission of Revised Financial Report

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

### 28 Failure to Submit Reports Within Allotted Time Frames

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

### 29 Holding Funds

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

### 30 Monitoring Expenditures

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

### 31 Records Retention

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





Governor's Office of Crime Prevention and Policy

## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
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### 32 Termination of Subaward

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

### 33 Civil Rights Discrimination

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

Also, refer to the non-discrimination and General Condition #34 below.

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

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
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<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 34 Civil Rights Federal Reporting Requirements

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

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

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

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

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

### 35 Proof of Applicable Audit Regulations - On Site

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

### 36 Single Audit Requirement

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

### 37 Reporting Fraud, Waste and Abuse

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

### 38 Food and Conference Costs

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



## Grant Award - General Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
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<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

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

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

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

### 40 Computer Equipment/Program/Network Procurement

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

### 41 No distracted Driving While Performing Program Duties

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

### 42 Services to those with Limited English Proficiency

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

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

### 43 Drug-Free Workplace Requirements

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

### 44 Office Name Change Effective 1.18.2024

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



Regional Monitor:  
Fiscal Specialist:

Adams, Jacqueline  
Lee, Dorothy

Governor's Office of Crime Prevention and Policy

## Grant Award - Special Conditions

<b>Grant Award Number:</b>	PIGF-2025-0009	<b>Sub-Recipient:</b>	Kent County Board of County Commissioners
<b>Award Period:</b>	07/01/2024 - 06/30/2025	<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative		

### 1 General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

### 5 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.

RHP

- 6 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 7 Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

RHP



### Budget Notice

<b>Grant Award Number:</b>	<b>PIGF-2025-0009</b>	
<b>Sub-recipient:</b>	Kent County Board of County Commissioners	
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative	
<b>Implementing Agency:</b>	University of Maryland, Baltimore	
<b>Award Period:</b>	<b>07/01/2024 - 06/30/2025</b>	CFDA: Special

Funding Summary	Grant Funds	100.0 %	<b>\$226,396.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$226,396.00</b>

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Nurse- Fringe	Fringe	Grant Funds	\$14,625.00
Nurse- Salary	Salary	Grant Funds	\$48,750.00
Peer Recovery Specialist- Fringe	Fringe	Grant Funds	\$6,675.00
Peer Recovery Specialist- Salary	Salary	Grant Funds	\$22,250.00

Personnel Total: \$92,300.00

### Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Counseling	Grant Funds	1	\$26,250.00	\$26,250.00
University of Maryland School of Medicine - IT Support	Grant Funds	1	\$5,000.00	\$5,000.00
University of Maryland School of Medicine - Project Director	Grant Funds	1	\$2,815.00	\$2,815.00
University of Maryland School of Medicine- Clinical Research Assistant	Grant Funds	1	\$7,130.54	\$7,130.00
University of Maryland School of Medicine - telemedicine physician with prescribing support	Grant Funds	1	\$36,113.00	\$36,113.00
University of Maryland School of Medicine- Administrative Costs	Grant Funds	1	\$7,777.00	\$7,777.00

Contractual Services Total: \$85,085.00

### Other

Description	Funding	Quantity	Unit Cost	Total Budget
Indirect Costs	Grant Funds	1	\$9,819.00	\$9,819.00
Medication- Buprenorphine	Grant Funds	1	\$3,832.00	\$3,832.00
Medication- Methadone	Grant Funds	1	\$8,400.00	\$8,400.00
Medication- Testing	Grant Funds	1	\$2,000.00	\$2,000.00
Medication-Sublocade	Grant Funds	13	\$1,920.00	\$24,960.00

Other Total: \$49,011.00



Regional Monitor:  
Fiscal Specialist:


Adams, Jacqueline  
Lee, Dorothy

Governor's Office of Crime Prevention and Policy

## Budget Notice

<b>Grant Award Number:</b>	<b>PIGF-2025-0009</b>		
<b>Sub-recipient:</b>	Kent County Board of County Commissioners		
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Funding Summary	Grant Funds	100.0 %	<b>\$226,396.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$226,396.00</b>

Approved: 

*Governor's Office of Crime Prevention and Policy Authorized Representative*

**Effective Date: 7/1/2024**



Governor's Office of Crime Prevention and Policy



Control Number: 49383

Regional Monitor: Adams, Jacqueline

Fiscal Specialist: Lee, Dorothy

Submitted Date:

# Programmatic Reporting

<b>Grant Award Number:</b>	<b>PIGF-2025-0009</b>
<b>Sub-recipient:</b>	Kent County Board of County Commissioners
<b>Project Title:</b>	Kent County Detention Center and University of Maryland Opioid Use Disorder Telemedicine Treatment Initiative
<b>Implementing Agency:</b>	University of Maryland, Baltimore
<b>Award Period:</b>	<b>07/01/2024 - 06/30/2025</b>
	CFDA: Special

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

## Performance Measures (12)

1	Number of persons referred to the program	
2	Number of persons who enrolled in program	
3	Number of persons who complete program	
4	Number of persons screened for housing services	
5	Number of persons connected to housing services	
6	Number of persons screened for behavioral healthcare needs	
7	Number of persons connected to a behavioral health provider	
8	Number of persons screened for benefit and medical insurance eligibility	
9	Number of persons connected to benefits and medical insurance	
10	Number of persons prescribed methadone	
11	Number of persons prescribed vivitrol/naltrexone	
12	Number of persons prescribed buprenorphine	

## Progress Report Questions (9)



- 1 Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
- 2 Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
- 3 Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
- 4 If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
- 5 Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
- 6 Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
- 7 Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
- 8 Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.
- 9 Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.

Signed: Annabelle Belcher Date: 9/10/2024

Project Director - Belcher, Annabelle

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: Annabelle Belcher Phone: 949-307-3813

**AMENDED AND RESTATED AGREEMENT FOR SUBSTANCE USE DISORDER  
TELEHEALTH SERVICES  
BY AND BETWEEN  
UNIVERSITY OF MARYLAND PSYCHIATRY ASSOCIATES, P.A.  
AND  
KENT COUNTY**

**THIS AMENDED AND RESTATED AGREEMENT FOR SUBSTANCE USE DISORDER TELEHEALTH SERVICES** (this “**Agreement**”), effective as of the date listed in Article I of Exhibit A to this Agreement (“**Effective Date**”), is by and between the University of Maryland Psychiatry Associates, P.A. (“**UMPA**”) and Kent County, State of Maryland (“**COUNTY**”), and is for the purpose of establishing the terms of the parties’ agreement for UMPA to provide certain non-billable telehealth services (the **Services**, as defined below) to COUNTY.

**RECITALS**

A. COUNTY has identified a need to provide the Services via telemedicine to inmates with Opioid Use Disorder in COUNTY’s jails (“**Recipients**”). COUNTY does not have the resources to fulfill its need for such Services and would like to engage UMPA to provide such Services.

B. UMPA has agreed to provide the Services as described below to the Recipients, which will be rendered by UMPA physicians (“**Faculty Physician(s)**”).

C. The compensation to be paid by COUNTY to UMPA, as set forth in Section 3.1, is to compensate UMPA for the availability of the Faculty Physician(s). There will be no billing of Recipients or insurance carriers for any of the Services provided to COUNTY or Recipients under this Agreement.

D. UMPA agrees to provide the Services to COUNTY according to the terms and conditions of this Agreement.

E. The parties to this Agreement previously entered into that certain Agreement for Substance Use Disorder Telehealth Services, but have since discovered errors in Exhibit A to the agreement and have agreed to enter into this amended and restated agreement in order to correct those mutual oversights.

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

**Section 1 - SERVICES**

1.1. General. The Recitals are incorporated into this Agreement. UMPA’s Faculty Physicians shall provide direct care telehealth treatment for substance use disorder to the Recipients (the “**Services**”) according to a schedule of dates and times for the Services as mutually

agreed in advance by the parties, but which shall not exceed four hours (4) per week, to include one scheduled two (2) hour block of time to evaluate and treat patients and up to an additional two (2) hours for charting, writing orders, phone consultation with detention center nurse, availability to see new admissions outside of the block time, writing bridge prescriptions for patients that are being discharged and similar services. In addition, UMPA will work in collaboration with COUNTY jail staff, and appropriate partners, to develop and implement standard operating procedures for the screening and treatment of individuals with Opioid Use Disorder incarcerated at the COUNTY's jails.

1.2. Supervision; Staff Direction. Dr. Eric Weintraub or his successor or designee (the "**Director**") shall have overall responsibility for the provision of the Services and for supervising the Faculty Physicians.

1.3. Recommendations. During the course of providing the Services, the Faculty Physician(s) may provide information to COUNTY and/or health care providers regarding a specific Recipient's course of treatment. The parties acknowledge and agree that UMPA shall not have any liability resulting from the failure of a Recipient or COUNTY or its employees, agents, or representatives to follow any advice or recommendations of UMPA. Any employee, agent, or representative of COUNTY or UMPA who has a grievance or concern related to the provision of Services or any interference with, or failure to follow, said advice or recommendations should report the grievance or concern to the Director, who will promptly work with COUNTY to resolve the issue.

1.4. Compliance with Applicable Standards. COUNTY will submit to UMPA all policies, ethical codes or guidelines, rules, regulations, and generally applicable orders promulgated by COUNTY as may be applicable to activities under this Agreement ("**COUNTY Applicable Standards**"). Additionally, in the event of a conflict or inconsistency between these COUNTY Applicable Standards and UMPA's policies, ethical codes, guidelines, or rules, UMPA will consult with COUNTY, if circumstances reasonably permit, to determine an appropriate course of action.

1.5. Recipient Choice. Nothing in this Agreement shall prevent a Recipient or any other party from seeking treatment for any symptoms, illness, or condition from any health care provider, even if the health care provider is not affiliated with UMPA or the Faculty Physician(s).

1.6. COUNTY Obligations. COUNTY acknowledges that the provision of effective telemedicine or telehealth services requires the cooperation of the patient and those responsible for the care and/or custody of the patient. Therefore, UMPA's performance of Services hereunder is expressly condition on COUNTY being responsible for the effective screening of patients for opioid use disorder, providing a secure area in which the patient is to be examined, providing a coordinator for telemedicine sessions, and providing buprenorphine medication for patients.

## **Section 2 - ADMINISTRATIVE DUTIES OF THE PARTIES**

2.1 General. In addition to any administrative responsibilities set forth in this Agreement, UMPA shall be responsible for the performance of general administrative duties in support of effective and efficient Services, including any necessary reports to COUNTY.

2.2 Medical Record Documentation. COUNTY will be responsible for maintaining and retaining accurate, complete and up-to-date medical records for all Recipients related to the Services. All costs related to maintaining such records will be COUNTY's responsibility and all such records will be the property of COUNTY. COUNTY will cooperate with UMPA to enable UMPA's providers to access appropriate patient history in connection with performance of the Services.

**Section 3 - COMPENSATION FOR SERVICES**

3.1 Compensation for Services. COUNTY shall compensate UMPA in the amount provided in Article III of Exhibit A to this Agreement.

3.2. No Billable Services. UMPA acknowledges and agrees that its physicians are not entitled to direct payment of any kind from COUNTY for services rendered under this Agreement. COUNTY shall not make or deliver any payments directly to any physician, but any direct payment to any physician shall not constitute payments to UMPA under this Agreement. UMPA further agrees that it will not bill third party payors for the Services. COUNTY may bill third party payors and UMPA will cooperate with that process by having their providers submit any forms necessary for patient and third party payments for services as reasonably requested. No party will bill any patient or third party payor for the costs associated with telemedicine technologies, equipment or software that may be utilized under this Agreement.

3.3 Invoicing and Payment. COUNTY shall pay the amounts due under this Agreement to UMPA within thirty (30) days after receipt of an invoice from UMPA; invoices will be sent quarterly during the term of the Agreement and all payments shall be made payable to "University of Maryland Psychiatry Associates, P.A."

Invoices shall be sent to:

Grants Manager  
Kent County  
400 High Street  
Chestertown, MD 21620

**Section 4 - CONTROL**

Except as otherwise expressly provided elsewhere in this Agreement, COUNTY shall neither have nor exercise any control or direction over the methods by which UMPA, the Faculty Physicians, or any other UMPA staff perform the Services. In providing the Services, UMPA shall act as an independent contractor; no employee of UMPA or other actor under this Agreement shall be deemed an employee or agent of COUNTY as a result of providing Services under this

Agreement. Except as otherwise expressly provided elsewhere in this Agreement, UMPA shall have the exclusive authority to assign the Faculty Physician and other staff to perform specific duties and responsibilities. COUNTY shall have no control over, or right to interfere with, the means employed by UMPA to fulfill its obligations under this Agreement.

### **Section 5 - INSURANCE**

5.1. Professional Liability Insurance. The Faculty Physician(s) providing medical Services under this Agreement shall have professional liability coverage at the commencement of this Agreement and thereafter, on a shared limits basis, in amounts not less than \$1,000,000 for each medical incident and \$3,000,000 in the annual aggregate, through the Maryland Medicine Comprehensive Insurance Plan (“**MMCIP**”).

5.2. Tort Claims Act. UMPA’s liability shall be determined exclusively in accordance with the Tort Claims Act under Maryland Annotated Code, State Government Article, Section 12-101, *et seq.* Third party claims not covered by MMCIP as medical malpractice claims may be subject to the Tort Claims Act.

### **Section 6 - FACILITIES, EQUIPMENT AND SUPPLIES PROVIDED BY COUNTY**

6.1. Space. COUNTY shall designate space at COUNTY-controlled locations for UMPA’s duties under this Agreement. Such space shall include consultation space that is private and reasonably sound-proof and appropriate for the Services. Such consultation space shall be provided at no additional cost, and the Faculty Physician(s) shall have virtual access to such consultation space 24 hours per day, 7 days per week, on each day of the term of this Agreement.

6.2. Equipment and Supplies. COUNTY shall provide standard items that are reasonably expected to be present in a health services space, such as standard office equipment and supplies for UMPA and a comfortable seating area for Recipients. If UMPA requires additional supplies, UMPA shall provide those supplies at its cost. COUNTY will also provide all technology necessary for telemental health video conferencing.

### **Section 7 - COUNTY PERSONNEL**

COUNTY shall bear all of the cost and expense associated with the employment of COUNTY personnel and provision of space, equipment and supplies contemplated by Section 6 above. Other than Recipients, no individuals at COUNTY will receive the Services set forth in this Agreement.

### **Section 8 - UMPA PERSONNEL**

8.1. Licenses; Privileges. The Faculty Physician(s) providing Services under this Agreement shall have a Doctor of Medicine (MD) degree or a Doctor of Osteopathic Medicine (DO) degree. All medical personnel assigned by UMPA to perform Services under this Agreement shall be: (a) licensed by the appropriate board to practice in the State of Maryland; and (b) responsible to provide prompt assessment, evaluation, treatment, and the Services within the

standards of practice as set forth in the Annotated Code of Maryland, as amended, and the Code of Maryland Regulations (COMAR).

8.2. Additional Personnel. UMPA may at its own expense provide technical, administrative, secretarial, and clerical personnel, if needed (as determined by UMPA) in order to perform the Services.

## **Section 9 - TERM; RENEWAL; TERMINATION; DEFAULT**

### 9.1. Term, Renewal, Termination.

9.1.1. The term of this Agreement began on the Effective Date, and shall expire on the date which falls one day prior to the second (2<sup>nd</sup>) anniversary of the Effective Date (the “**Term**”). By written agreement of the parties, this Agreement may be renewed for additional terms. If COUNTY and UMPA so agree, then beginning 90 days prior to the expiration of any term, the parties will review the costs and services being provided and negotiate terms for renewal. If concerns over performance arise at any time during the term of the Agreement that require immediate attention and are unable to be informally resolved, a formal meeting will be held between **Penelope Young-Carrasquillo, Grants Manager** of COUNTY or his or her designee and the Chair of UMPA or his or her designee to implement a plan to improve performance or to mutually agree to immediately terminate the relationship.

9.1.2. This Agreement may be terminated without cause for any reason upon one party providing the other with a minimum of 60 days prior written notice.

9.2 Default. As used herein, Default means a material breach of the terms of this Agreement.

9.3 Right to Cure. Upon the occurrence of any Default, the non-defaulting party shall provide written notice of the Default to the defaulting party, and the defaulting party, after receiving such notice, shall have 30 days to cure the Default.

9.4 Non-Defaulting Party’s Remedies. If the defaulting party has not cured the Default within the 30 day cure period, the non-defaulting party may immediately terminate this Agreement. There shall be no right to cure upon the occurrence of any Default which is not reasonably susceptible to cure, which breaches or threatens to breach privacy laws, or which impacts the health or safety of the Recipients or either party’s employees.

## **Section 10 - PRIVACY STANDARDS**

10.1. Privacy of Health Information. The parties shall comply with all applicable federal and State confidentiality requirements regarding the collection, maintenance, use, and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient

Records (42 U.S.C. 290dd-2, as implemented at 42 C.F.R. Part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (MCMRA) (Md. Code Ann. Health-General § 4-301 et seq.) as amended. All health and demographic information (“**Protected Health Information**” or “**PHI**”) will be maintained by and in the sole custody of COUNTY.

10.2. Access to Records by UMPA. Subject to the laws of confidentiality governing medical records, UMPA and its agents, including but not limited to the MMCIP, shall have access to patient records, files, charts and other written or recorded material, including billing records, provided that such material relates to patients treated by UMPA’s physicians and (i) is necessary for UMPA’s performance of the Services, (ii) is necessary for UMPA to answer or defend any inquiry, suit, investigation or claim made by a patient serviced by UMPA, (iii) is necessary for the continuing care of a patient, (iv) is for quality of care purposes, or (v) is otherwise permitted by law.

10.3 Access to Records in Custody of UMPA. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any product or service pursuant to this Agreement, UMPA shall make available, upon written request by the Secretary of Health (the “Secretary”), or upon request by the Comptroller General (the “Comptroller”), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of UMPA that are necessary to certify the nature and extent of any costs incurred by UMPA for such products and services. If UMPA carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, UMPA will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by UMPA for such product or service.

## Section 11 - MISCELLANEOUS

11.1. Notice. All notices given pursuant to this Agreement shall be in writing and shall be either: (i) personally delivered; (ii) sent by certified mail, postage prepaid, return receipt requested; or (iii) sent via overnight mail by a nationally recognized carrier; and shall be addressed:

If to COUNTY:            See Article IV of Exhibit A to the Agreement.

If to UMPA:              University of Maryland Psychiatry Associates, P.A.  
110 S. Paca Street, 4<sup>th</sup> Floor  
Baltimore, Maryland 21201  
ATTENTION: Administrator

With a copy to: University of Maryland Faculty Physicians, Inc.  
250 West Pratt Street, 9<sup>th</sup> Floor  
Baltimore, Maryland 21201  
ATTENTION: General Counsel

Unless otherwise specified, any and all notices under this Section shall be deemed duly given on the date personally delivered as proven by a signed receipt. Either of the above-named parties may change its address by specifying such change in a written notice to the other.

11.2. No Waiver. No delay by COUNTY or UMPA in exercising any right granted it under this Agreement, or failure or omission by COUNTY or UMPA to exercise any right granted it hereunder, shall operate as a waiver of such right or preclude COUNTY or UMPA from exercising such right at any time during the term of this Agreement.

11.3. Notice of Claim. Each party shall promptly notify the other party of any claim it receives against it and/or the other party, which arises out of Services under terms of this Agreement. Each party shall make reasonable efforts to notify the other party of such claims within five (5) business days of receipt. A written letter of representation by a Recipient's attorney is considered to be a claim. Neither party shall be deemed to have waived any right to make a counterclaim, cross claim or third party claim against the other party by virtue of this Agreement, whether or not the other party fails to provide or receive notice within the time stated in this Section.

11.4. Successors and Assigns.

11.4.1. This Agreement shall be binding on the successors and permitted assigns of the parties.

11.4.2. Neither party may assign any of its rights, title or interest in this Agreement without the prior written consent of the other party, except that UMPA may assign the Agreement to any entity which controls, is controlled by or is under common control with it, or to a success in interest to its business.

11.5. Modification. This Agreement may be modified only in writing by a document signed by both parties.

11.6. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable for any reason, the invalidity or unenforceability shall not affect the other provisions or any other reapplication of this Agreement which can be given effect without the invalid or unenforceable provisions or application, and to this end the provisions of this Agreement shall be severable.

11.7. Maryland Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Maryland, without reference to its conflicts of laws rules.



11.8. Compliance with Law. At all times during the term of this Agreement, each party shall comply with all applicable federal, state and local laws in performing its obligations hereunder, including but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws.

11.9. Non-discrimination. COUNTY and UMPA agree not to discriminate against any Recipient because of age, color, national or ethnic origin, race, political affiliation, religion, physical or mental disability, gender, sexual orientation, creed, marital status, genetic information, gender identity or expression, or status as a disabled veteran.

11.10. Employment Conflict. No employee of the State of Maryland, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement shall, while such employee, become or be an employee of the party hereby contracting with said State of Maryland, or any department, commission, agency or branch thereof.



11.11. Basis of Award. UMPA warrants that it has not employed or retained any person, partnership, corporation or other entity to solicit this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity any fee or other consideration contingent on the making of this Agreement.

11.12. No Third-Party Beneficiaries. This Agreement is not intended to create, and does not create, enforceable legal rights as a third-party beneficiary or through any other legal theory on the part of any Person.

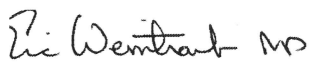
*[Signatures on following page]*

AS WITNESS the due execution hereof:

KENT COUNTY

By:  [SEAL]   
Ronald H. Fithian, President 1/24/2023  
County Commissioners of Kent County

UNIVERSITY OF MARYLAND PSYCHIATRY ASSOCIATES, P.A.

By:  [SEAL] 1/24/2023  
Eric Weintraub, M.D. Date  
Acting Chair

**EXHIBIT A – KENT COUNTY**

**Article I (Effective Date)**

The “Effective Date” of this Agreement is July 1, 2022.

**Article II (County)**

The party entering into this Agreement with UMPA is Kent County.

**Article III (Compensation)**

COUNTY shall pay UMPA compensation for the Services in the amount of Sixty-Nine Thousand Ninety-Eight Dollars (\$69,098.00) to cover salary and fringe benefits for Faculty and Trainee(s), coordination with other medical professionals, travel expenses, travel time, and administrative costs as follows:

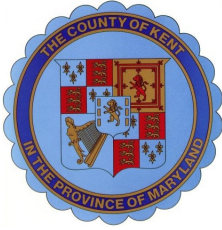
	<b>FY 2023</b>	<b>FY 2024</b>
Allocated to Physician Salary (10% FTE)	\$22,000.00	\$22,660.00
Allocated to Physician Fringe Benefits (10% FTE)	\$5,500.00	\$5,665.00
Allocated to Clinical Assistant Salary (10% FTE)	\$5,876.40	\$6,052.60
Allocated to Travel for Meetings / Setup	\$672.00	\$672.00
<b>Total</b>	<b>\$34,048.40</b>	<b>\$35,049.60</b>
<b>Total for Fiscal Years 2023 and 2024</b>	<b>\$69,098.00</b>	

The physicians will be providing the services. The Clinical Assistant will complete data collection

**Article IV (Notice Address for County)**

For purposes of Section 11.1 of the Agreement, the County’s contact for Legal Notices is:

Grants Manager  
Kent County  
400 High Street  
Chestertown, MD, 21620



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**Jillyn Coleman, Director, Parks and Recreation; Carrie Klein, Deputy  
Director, Public Works; Dan Small, Associate Director, Natural Land  
Stewardship Center for Environment & Society and Katherine  
Thornton, Field Technician, Natural Lands Project, Washington College  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

Turner's Creek & Toal Park Farmland Project Proposal

ATTACHMENTS:

Description

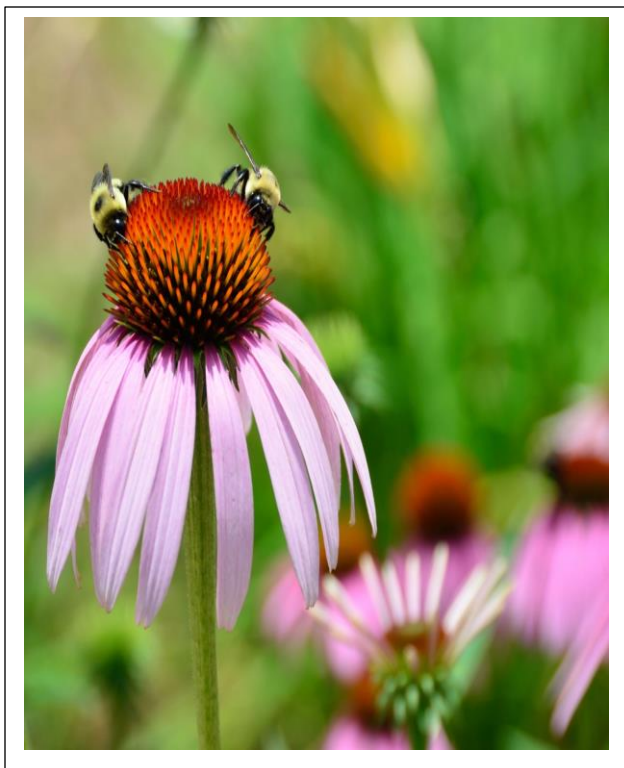
Cover Page

Turner's Creek Map

14-046\_01\_USDA-NRCS\_HabitatInstallGuide\_Maryland-ConservationCover327\_web

Letter of Support - Washington College

Turner's Creek Farmland







N



Amenity

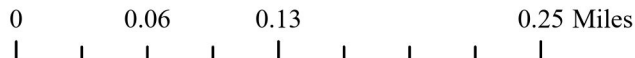
-  Boat Ramp
-  Fishing pier
-  Kent Museum (Limited hours)
-  Parking
-  Picnic Pavilion
-  Restroom (Open seasonally)
-  Historic Tree Grove

Trails

-  Nature Trail (0.06 mi)
-  Cattail Trail (0.5 mi)
-  Pavilion Trail (0.1 mi)
-  Lathim Trail (0.2 mi)



This map was developed by the Kent County Department of Planning, Housing, and Zoning. The data represented here are maintained to the best of the ability of the Kent County Government. Users assume any and all risks associated with decisions based on this data.



**Turner's Creek Park,**  
**County Trail Map**  
 13684 Turners Creek Rd,  
 Kennedyville, MD 21645  
 410-778-1948  
<https://www.kentcounty.com/recreation/parks/county-parks/turner-s-creek-park>

## INTRODUCTION

Pollinators perform key roles in natural ecosystems and agricultural production systems. By helping to keep plant communities healthy and able to reproduce naturally, native pollinators assist plants to provide food and cover for wildlife, prevent erosion, and keep waterways clean. Animals pollinate approximately 75 percent of the agricultural crops grown worldwide for food, fiber, beverages, condiments, spices, and medicines. As such, agricultural products that are produced with the help of pollinators make a significant contribution to the economy.

## SELECTING A MIX

The Maryland native wildflower mixes for pollinators were developed with consideration of species benefits, adaptability, diversity, persistence, and cost. The mixes contain a high proportion of wildflowers to grasses based on the amount of viable seed, usually in the range of 75 to 90 percent wildflowers. The mixes contain species that support beneficial insects and provide flowering throughout most of the growing season. Grasses included in the wildflower mixes typically have a bunch-type growth form, are suitable for sites with low fertility, and are relatively non-competitive in a mix of grasses and forbs. Stock wildflower mixes may be less expensive on a weight basis, but will not provide all the benefits of a Maryland native mix, and usually require a much higher seeding rate.

Select an appropriate mix of grasses and wildflowers based on site conditions, from the following Maryland Conservation Cover practice standard (Code 327) mixes:

**Mix 15 – Wildflower Meadow for Dry Sites.** This Maryland native mix is appropriate for excessively-drained to well-drained soils. Wildflower meadow seeding rate is 4 – 4½ lb/ac PLS of the *Maryland Native Wildflower Mix for Dry Sites* (Mix 8b) with ½ – 1 lb/ac PLS native grasses.

**Mix 16 – Wildflower Meadow for Mesic Sites.** This Maryland native mix is appropriate for a broad range of soil moisture conditions from well-drained to somewhat poorly drained. Wildflower meadow seeding rate is 3½ – 4 lb/ac PLS of the *Maryland Na-*



*tive Wildflower Mix for Mesic Sites* (Mix 8c) with ½ – 1 lb/ac PLS native grasses.

**Mix 17 – Wildflower Meadow for Wet Sites.** This Maryland native mix is appropriate for somewhat poorly to very poorly drained soils. Wildflower meadow seeding rate is 2½ – 3 lb/ac PLS of the *Maryland Native Wildflower Mix for Wet Sites* (Mix 8d) with ½ – 1 lb/ac PLS native grasses.

**Mix 18 – Custom Grass and Native Wildflower Mix.** This Maryland native mix allows for the selection of a custom mix of grasses with the appropriate Maryland native wildflower mix for site conditions. Wildflower meadow seeding rate is ½ - 1 lb/ac PLS native grasses with 4 – 4 ½ lb/ac PLS of the *Maryland Native Wildflower Mix for Dry Sites* (Mix 8b), or 3 ½ - 4 lb/ac PLS of the *Maryland Native Wildflower Mix for Mesic Sites* (Mix 8c), or 2 ½ - 3 lb/ac PLS of the *Maryland Native Wildflower Mix for Wet Sites* (Mix 8d).

**Mix 11e – Native Wildflower Mix for Inter-seeding.** This mix should be used where the purpose is to enhance the wildflower diversity of an existing grass stand for pollinators. The mix contains a higher proportion of annual wildflowers relative to the other Maryland native mixes, and is appropriate for a wide range of soil moisture conditions. The inter-seeding rate is 2 – 4 lb/ac PLS.

## ESTABLISHMENT AND MAINTENANCE

The majority of wildflowers in native pollinator mixes are perennial species that require establishment methods and management similar to those of native warm-season grasses. Unlike annual wildflowers, perennials wildflowers may take a season or more to establish their roots and basal leaves before flowering, and some wildflowers may take up to 3 years or more to become fully established. Therefore, it is important during establishment to protect the planting from being shaded out by weeds.

Although some weeds are beneficial to wildlife, they need to be controlled to establish a wildflower meadow. Perennial and annual grasses should be controlled prior to planting by herbicide treatment or conventional tillage methods. During wildflower establishment, annual grasses are usually controlled by periodic mowing at a height of 8 inches or more throughout the growing season. Sites with existing vegetation or extensive weed problems may require additional site preparation prior to planting.

Native wildflowers can also be inter-seeded into an existing grass-dominated planting to enhance vegetative diversity. Inter-seeding of wildflowers usually must be preceded by prescribed burning or disking of the grasses to ensure adequate seed to soil contact. Excessively thick stands of grasses may require significant treatment to allow the wildflowers to establish successfully. Inter-seeded wildflowers may be broadcast seeded or no-till drilled at a depth of ¼-inch.

Once established, most stands need occasional mowing every 2 to 3 years to keep trees and shrubs from invading. The best time to mow wildflowers for control of woody growth is in late summer or early fall, prior to leaves turning color. Mowing only a portion of the planting in any one year will provide year-round wildlife food and cover. All mowing should be conducted outside the primary nesting season (April 15 - August 15) once the stand is established.

## MANAGEMENT

The primary management objective of a native wildflower planting is to maintain the wildflower component of the stand. After establishment, the main threats to a wildflower stand are competition from perennial grasses and encroachment of woody vegetation. Strip disking, prescribed burning, and targeted herbicide application may be used alone or in combination to control perennial grasses and woody vegetation, and maintain a wildflower planting. The best time to implement management activi-

ties on wildflower stands is in early fall, at which time wildflower germination and development is encouraged, and control of perennial warm-season grasses and woody vegetation is most effective.

Management activities are conducted on an as-needed basis to achieve desired objectives. Management activities on perennial wildflower stands are implemented less frequently than on annual wildflower stands. Management on perennial stands is usually not conducted for at least 5 years after planting, while annual wildflower stands are usually disked on a 2 to 3 year rotation. For optimum wildlife habitat, all management practices should be conducted outside of the primary nesting season for birds and ground-nesting wildlife (April 15 - August 15).

## INSTRUCTIONS

The following schedule provides instructions for planting, maintaining, managing, and enhancing stands of native wildflowers for pollinators. Using proper planting and management techniques will significantly improve plant health, reduce weed problems, and increase the likelihood of success.





ESTABLISHMENT AND MANAGEMENT PLAN FOR HERBACEOUS POLLINATOR PLANTINGS					
Name:		Farm:	Tract:	Program/Purpose:	
		Tax Map:	Parcel:	<input type="checkbox"/> CREP/CRP <input type="checkbox"/> CSP <input type="checkbox"/> EQIP <input type="checkbox"/> Other: <input type="checkbox"/> N/A	
Address:		Assisted by:			
		Date:			
SEED MIXTURE					
Planting Area (Field # , Fire- break, etc.)	Acres	Species and/or Wildflower Mix	Cultivar (if any)	Seeding Rate (PLS lbs/ac)	Total Quantities Needed
<b>Nurse/Cover Crop</b>		<b>Oats, Barley, or Wheat</b> <i>(oats are preferred because they are less competitive)</i>		<b>20 - 40</b>	
<b>Additional Recommendations/Notes:</b>					

**ESTABLISHMENT AND MAINTENANCE PLAN FOR HERBACEOUS POLLINATOR PLANTINGS**

**ESTABLISHMENT OF AN HERBACEOUS POLLINATOR PLANTING**

**Site Preparation**

**Site Without Existing Vegetation**

- Site preparation not required (recently cropped, with no likelihood of aggressive weed problems).
- Plant a cover crop of oats, barley, or wheat to control erosion or suppress weed growth.
- Site has history of noxious or aggressive weeds. Treat weeds with herbicide and plant a full-season cover crop.

**Site With Existing Vegetation** – Mow or brush-hog the site and treat using one of the following methods:

- **Herbicide Treatment** – Use an herbicide with low persistence (e.g. glyphosate) to kill existing vegetation. If the existing vegetation is well-established dense turf, a fall and spring or two spring treatments will probably be required.
- **Cultivation** – Cultivate the site to remove all existing vegetation. Plant a cover crop of oats, barley, or wheat, if necessary, to control erosion and suppress weed growth.

**Planting**

**Seed Mixture** – The species, cultivar, and seeding rate in pure live seed (PLS) is provided on the previous page. If a species or cultivar is not available, contact your local Soil Conservation District office to discuss alternatives.

**Nurse Crop** – Use a nurse crop of \_\_\_\_\_ at a rate of \_\_\_\_\_ lb/ac at the time of planting for erosion control or weed suppression.

**Planting Dates** – Use the appropriate planting dates based on your plant hardiness zone. Spring plantings of warm-season grasses may be conducted up to June 30<sup>th</sup> in all zones if sufficient moisture is available.

Plant Hardiness Zone	Spring Planting	Fall Dormant Planting	Spring Planting - CSG/WSG Mix
5b and 6a	<input type="checkbox"/> Mar 15 – Jun 15	<input type="checkbox"/> Nov 1 – Dec 1	<input type="checkbox"/> Mar 15 – May 31
6b	<input type="checkbox"/> Mar 1 – Jun 15	<input type="checkbox"/> Nov 15 – Dec 15	<input type="checkbox"/> Mar 1 – May 15
7a and 7b	<input type="checkbox"/> Feb 15 – May 31	<input type="checkbox"/> Dec 1 – Dec 31	<input type="checkbox"/> Feb 15 – Apr 30

**Planting Method** – The most common method of seeding wildflowers is broadcast seeding. Because native wildflower seeds tend to be very small, they should be seeded at very shallow depths (approximately ¼ inch). They also need to be mixed with a bulking agent (e.g. sawdust, cat litter) to produce even seed distribution. Native seed drills may also be used to establish wildflower plantings, but care should be taken to ensure the seeds are not drilled too deeply. Seed the mix using one of the following methods:

- **Broadcast seeding.** Broadcast onto a firm seedbed and incorporate seed using a cultipacker, rake, or drag.
- **No-till planting with a native seed drill** into residue or a clean seed bed.
- **No-till planting with a native seed drill** into a spring cover crop. If the cover crop is tall or thick, mow it prior to planting. The cover crop may also be “burned down” with an herbicide prior to planting.

**Lime and Fertilizer** – Most wildflowers tolerate poor pH and nutrient conditions.

- If the pH is below 5.0, lime can be applied to achieve a pH of 5.5 to 6.5.
- Phosphorus (P<sub>2</sub>O<sub>5</sub>) and potassium (K<sub>2</sub>O) should only be applied if a soil test indicates that these nutrients are in the low range, based on a nutrient management plan.
- Do not apply nitrogen because it is not needed and will only promote weed growth.

**ESTABLISHMENT AND MAINTENANCE PLAN FOR HERBACEOUS POLLINATOR PLANTINGS**

**Weed Control During Establishment**

***Planting Year***

In the first growing season after seed germination, it is very important to ensure that the seedlings do not get shaded out by weeds. Weeds are typically controlled by mowing, and in some cases by herbicide treatment, as follows:

- Mow the planting as needed during the summer months to control weeds and keep them from flowering. Mow at a height of 6 to 8 inches, or just above wildflower seedling height, but at a height that will clip off flower buds on the existing weeds. Do not let weeds get taller than 18 inches, at which point they may shade out the wildflower seedlings. Nesting season restrictions on mowing do not apply during the establishment period.
- Herbicides can be used to control weeds where application can be targeted in a way that does not kill the seeded wildflowers. Herbicide application may be useful for treating dense clumps of weeds, or where weeds are significantly taller than the wildflowers. Herbicides can be applied in a targeted manner with a backpack sprayer or a wick-bar applicator. Most wildflowers are susceptible to broadleaf control herbicides, so they should not be used in a wildflower planting. Be sure to read and follow herbicide label instructions. Contact your local weed control specialist for more information on herbicide application.

***Second and Third Year After Planting***

By the second growing season, the wildflowers should be fairly well established. If unwanted cool-season grasses or weeds comprise more than 25 percent of the stand, either treat with an appropriate herbicide or mow the area as necessary to prevent them from going to seed. Annual weeds become less of a problem as perennial plants establish and discourage germination.

**MAINTENANCE**

Wildflower plantings require periodic maintenance to control noxious and invasive weeds, and prevent succession of woody vegetation. Control of noxious weeds (specifically, johnsongrass, shattercane, Canada thistle, bull thistle, plumeless thistle, and musk thistle) is required by State law.

**Weed Control**

Control noxious weeds and other invasive plants by spot treatment using mechanical methods or approved herbicides. If it becomes necessary to control noxious weeds during the nesting season, contact your local weed control specialist concerning recommendations for spot-treating the weed problem.

**Control of Woody Growth**

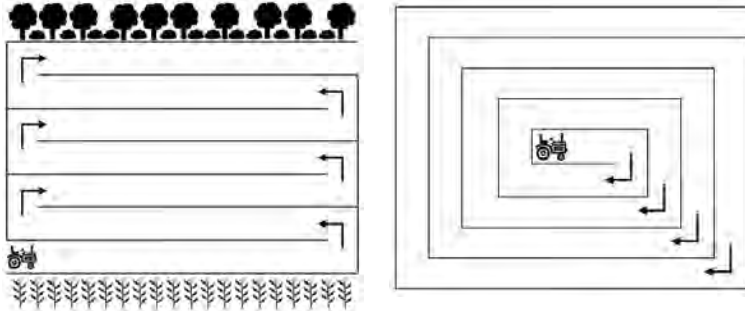
Methods to control woody growth in wildflower plantings include mowing, targeted herbicide treatment, and prescribed burning. Mowing is the most common method because of access to equipment. Herbicide treatment is a common and effective method of controlling brush, but care must be taken not to kill the wildflowers. Prescribed burning is probably the best method for controlling woody vegetation in a wildflower planting, but is not always a viable alternative because of issues with permits and availability of trained fire crew.

***Mowing***

- Mow as needed, but preferably on a 2 to 3 year rotation, mowing only 1/3 to 1/2 of the planting each year. The remaining unmowed areas will provide year-round wildlife food and cover.
- Mowing in late summer or early fall, prior to leaves turning color, is most effective for controlling woody growth, because mowing at this time prevents woody vegetation from translocating nutrient reserves to their roots. Mowing in the non-flowering season (usually December – March) allows for use of late season flowers by pollinators and other insects, but is less effective at controlling woody vegetation.
- Do not mow during the primary nesting season (April 15 - August 15). Spot mowing of clumps of weeds may be required during the flowering season, but should only be conducted when necessary.

## ESTABLISHMENT AND MAINTENANCE PLAN FOR HERBACEOUS POLLINATOR PLANTINGS

- To the extent possible, mow in a manner that will provide escape routes for wildlife at the time of mowing, such as mowing from the inside out, or mowing from the field side toward the woods edge.
- Do not mow for cosmetic purposes.



Edge-to-edge (left) or inside-to-outside (right) mowing patterns provide escape routes for wildlife.

### **Targeted Herbicide Application**

Herbicide treatment is a common and effective method for controlling woody vegetation. However, because wildflowers are susceptible to most herbicides that control broadleaf plants, the use of herbicides in wildflower plantings should only be used in a targeted method that limits wildflower exposure to the herbicide. Methods vary depending on the type, size, and age of the target species, and the size of the treatment area. Provided below are some general recommendations on the use of herbicides for woody vegetation control. For more specific information, contact your local University of Maryland Extension or Soil Conservation District office, or county weed control agent.

- Small areas of woody vegetation can be treated using basal bark, foliar spray, or cut-surface treatment methods in which the herbicide is applied with portable sprayers and hand tools.
- Large areas of woody vegetation will likely require foliar application of a systemic herbicide using a wick bar applicator. Systemic herbicides (e.g. 2,4-D) are absorbed by the plant and translocated to the roots. Woody vegetation may need to be mowed and allowed to re-grow to enable effective application of herbicide to foliar surfaces.
- Application of systemic herbicides in late summer or early fall, prior to leaf-drop, is typically more effective because the herbicide will be translocated to the roots.
- Check the pesticide label to determine the types of plants that are controlled or damaged by the herbicide.
- Always read and follow the pesticide label when applying herbicides.

MANAGEMENT PLAN FOR HERBACEOUS POLLINATOR PLANTINGS				
Name:		Assisted by:		Date:
Farm:	Tract:	Field(s):	Acres:	Program:
<p><b>Prescribed Burning</b>                      <input type="checkbox"/> <b>Required</b>    <input type="checkbox"/> <b>Optional</b>    <input type="checkbox"/> <b>Will not be used</b></p> <p>Prescribed burning is the most effective management technique for removing accumulated plant litter and controlling woody plants. Prescribed burning will also enhance wildflower and warm-season grass re-growth by exposing seed to sunlight and releasing nutrients that are bound up in plant litter.</p> <ul style="list-style-type: none"> <li>• The best time to conduct prescribed burns on wildflower stands is early fall. Burning at this time is most effective for controlling woody vegetation. Winter burns may encourage wildflowers, but are less effective at controlling woody vegetation. Spring burns favor warm-season grasses and harm wildflowers.</li> <li>• Conduct prescribed burns on a 3 to 5 year rotation, or as needed to control woody growth. Burn only 1/3 to 1/2 of the wildflower stand at a time to maintain food and cover for wildlife.</li> <li>• Prescribed burning requires the use of firebreaks that are usually 12 to 15 feet wide. Existing strips of cool-season grasses or disked strips of bare ground can be used as firebreaks.</li> <li>• Prescribed burning can facilitate disking, which can be used to promote the germination of wildflower seeds. However, disking can also promote the germination of weed seeds. If wildflowers do not return in the numbers expected after burning, try lightly disking 30-foot strips to promote germination.</li> <li>• <b>Prescribed burning requires a permit and may not be allowed in some areas.</b> Contact your local office of the Maryland Department of Natural Resources, Forest Service, or Soil Conservation District for current information concerning permits and assistance for this practice.</li> <li>• Do not burn during the primary nesting season (April 15 - August 15).</li> </ul>				
<p><b>Strip Disking</b>                      <input type="checkbox"/> <b>Required as necessary</b>    <input type="checkbox"/> <b>Optional</b>    <input type="checkbox"/> <b>Will not be used</b></p> <p>Strip disking can be used to increase the vegetative diversity in a stand. <u>However, disking should only be conducted in wildflower stands when the need exists.</u> Disking is not necessarily needed in a diverse stand of wildflowers with a minor component of perennial grasses. Many wildflowers used in mixes are perennial, and some may not fully develop for three to four years after seeding. Disking during the development period may destroy seedlings. If perennial wildflowers were planted, <u>wait at least five years</u> before disking.</p> <p>If a stand does become dominated by perennial grasses, disking may be used to simultaneously reduce the amount of perennial grass cover and promote wildflower germination. The appropriate intensity and timing for disking will depend on the objectives and the stand characteristics. Disking should only be used if it will not result in excessive erosion or adversely impact water quality, and will not destroy the planting.</p> <p><b>Minimum Set-backs</b></p> <p>For water quality purposes, avoid disking within 24 feet of a watercourse, water body, or wetland, or within 15 feet of intensively used areas (e.g. barnyards, conventionally tilled land).</p> <p><b>Disking Intensity</b></p> <ul style="list-style-type: none"> <li>• Before disking, mow the area that will be disked. Fall mowing can facilitate spring disking by providing time for breakdown of leaf matter.</li> <li>• The required disking intensity will vary depending on the stand condition. For stands where perennial grasses are not dense, a single pass with a light finish disk may be sufficient to set back grasses and encourage wildflower germination. Thick stands of perennial warm-season grasses will require heavier, more intensive disking to open up the stand. In thick stands, multiple passes with a tandem disk, or a single pass with a heavy offset disk may be required to thin the grasses. A heavy offset disk will slice and turn the soil and bury residue, which may be needed to reduce the overall cover of grasses. After use of a heavy offset disk or when the soil has been turned over, the soil surface should be smoothed with a culti-packer, harrow, or other finishing implement.</li> </ul>				

**MANAGEMENT PLAN FOR HERBACEOUS POLLINATOR PLANTINGS**

***Width, Spacing, and Timing***

- Disk in strips on 1/3 to 1/2 of each field on the contour, as necessary to maintain vegetative diversity. Do not disk perennial wildflowers in the first 5 years after planting. Annual wildflowers may be disked more often, usually on a 2 to 3 year rotation.
- The best time to disk to promote wildflower germination is in late summer to early fall (September 1 – October 15). Late summer/early fall disking may also be more effective at reducing the density of warm-season grasses, because at this time they are sending reserves into their roots. If fall disking is not possible, disking can be conducted in late winter to early spring (preferably in March), although this is likely to encourage the growth of annual grasses (e.g. foxtail).
- After disking, monitor the site for weeds and apply control methods if necessary.
- Do not disk during the primary nesting season (April 15 – August 15).

***Highly Erodible Land with an EI  $\geq$  16***  is included in this plan. Follow this special guidance:

- Disk in strips no wider than 30 feet on the contour, in an alternating pattern of disked and undisked strips. Undisked strips should be twice the width of disked strips.
- Disking intensity should be light enough to maintain at least 30% residue cover in the disked strips.
- Do not disk parts of the field where excessive erosion or gully erosion is likely to occur.
- On highly erodible land with an EI  $>$  30, only disk in the upper half of the slope, and adjust the disking intensity to attain at least 60% residue cover.

**Additional Recommendations:**

ENHANCING HERBACEOUS VEGETATION FOR POLLINATORS												
Name:		Assisted by:		Date:								
Farm:	Tract:	Field(s):	Acres:	Program:								
<p><b>Inter-seeding Native Wildflowers</b>    <input type="checkbox"/> <i>Required</i>    <input type="checkbox"/> <i>Optional</i>    <input type="checkbox"/> <i>Will not be used</i></p> <p>The native wildflower components of a stand of herbaceous vegetation tends to naturally decline with age, and the stand tends to become dominated by perennial grasses. Wildflowers may be inter-seeded into existing herbaceous vegetation to maintain plant diversity and provide food for wildlife.</p> <p><b>Seed Mixture</b> – The species, cultivar, and seeding rate in pure live seed (PLS) is provided on page 3 or as an attachment. If a species or cultivar is not available, contact your local Soil Conservation District office to discuss alternatives. Native perennial forb and legume mixes can be inter-seeded at a rate of 2 to 4 lb pure live seed (PLS) per acre, while annuals or legumes alone are typically inter-seeded at rates from 5 to 10 lb per acre, depending on the species.</p> <p><b>Planting Dates</b> – Spring is the best time for inter-seeding the <i>Maryland Native Wildflower Mix for Inter-seeding</i> because it contains a significant proportion of annual wildflowers. Use the appropriate planting dates based on your plant hardiness zone.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="padding: 5px;">Plant Hardiness Zone</th> <th style="padding: 5px;">5b and 6a</th> <th style="padding: 5px;">6b</th> <th style="padding: 5px;">7a and 7b</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Planting Dates</td> <td style="padding: 5px;"><input type="checkbox"/> Mar 15 – Jun 15</td> <td style="padding: 5px;"><input type="checkbox"/> Mar 1 – Jun 15</td> <td style="padding: 5px;"><input type="checkbox"/> Feb 15 – May 31</td> </tr> </tbody> </table> <p><b>Site Preparation</b> – If the grass stand is thick or contains more than ¼ inch of litter (thatch), lightly disk or harrow the stand prior to seeding. For very dense and vigorous grass stands, targeted herbicide application can be used to kill some of the grasses and create space for wildflower development. It is important to ensure that the stand contains space for the wildflowers to establish. When disking or harrowing is needed, use a minimum set-back of at least 24 feet from a watercourse, water body, or wetland. Read and follow the pesticide label when applying herbicides.</p> <p><b>Planting Method</b> – Use <u>one</u> of the following planting methods for inter-seeding:</p> <ol style="list-style-type: none"> <li>1. <b>Broadcast Seeding.</b> If needed, cut the grass short before seeding. Mix the wildflower seed with a bulking agent such as sawdust or cat litter so the seed will be more evenly dispersed. Broadcast the seed. Then go over it with a cultipacker, drag or harrow to enhance seed-to-soil contact.</li> <li>2. <b>No-till Planting.</b> If needed, cut the grass short before seeding. Use a no-till drill to place seed about ¼-inch into the soil. Avoid placing the seed too deeply into the soil.</li> </ol>					Plant Hardiness Zone	5b and 6a	6b	7a and 7b	Planting Dates	<input type="checkbox"/> Mar 15 – Jun 15	<input type="checkbox"/> Mar 1 – Jun 15	<input type="checkbox"/> Feb 15 – May 31
Plant Hardiness Zone	5b and 6a	6b	7a and 7b									
Planting Dates	<input type="checkbox"/> Mar 15 – Jun 15	<input type="checkbox"/> Mar 1 – Jun 15	<input type="checkbox"/> Feb 15 – May 31									
<p><b>Additional Recommendations:</b></p>    												

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**NATURAL RESOURCES CONSERVATION SERVICE  
CONSERVATION PRACTICE STANDARD**

***ADDENDUM***

**CONSERVATION COVER – CODE 327**

This document is an addendum to the Maryland conservation practice standard for Conservation Cover (Code 327). All mixes provided in this addendum are approved mixes for conservation cover in Maryland.

The mixes and species contained in this addendum are focused on high diversity plantings to support wildlife habitat, with special consideration for pollinators and beneficial insects.

**CONTENTS**

Table 2: Selected List of Herbaceous Cover Mixes

*This is a continuation of table 2 from the Maryland Conservation Cover Practice Standard.*

- Mix 8b – Maryland Native Wildflower Mix - Dry Sites
- Mix 8c – Maryland Native Wildflower Mix – Mesic Sites
- Mix 8d – Maryland Native Wildflower Mix – Wet Sites
- Mix 8e – Maryland Native Wildflower Mix – Interseeding
- Mix 15 – Native Herbaceous Cover Mix for Dry Sites
- Mix 16 – Native Herbaceous Cover Mix for Mesic Sites
- Mix 17 – Native Herbaceous Cover Mix for Wet Sites
- Mix 18 – Custom Grass and Native Wildflower Mix

Table 6: Native Shrubs and Small Trees for Pollinator Habitat



**TABLE 2: SELECTED LIST OF HERBACEOUS COVER MIXES**  
**Mixes 8b, 8c, 8d, 8e, 15, 16, 17, 18**

Provided here are additional mixes to table 2 of the Maryland conservation practice standard for Conservation Cover (Code 327). The species and mixes are focused on establishment of high-diversity herbaceous stands containing native grasses and wildflowers. Native grasses are matched up with one of three Maryland native wildflower mixes for dry, mesic, and wet soil moisture conditions. The grasses selected are native to Maryland and tend to be less competitive than nonnative grasses and tall-statured native grasses, which makes them more compatible with native wildflowers. All of the grasses tend to have a bunch-type growth form, and are suitable for sites with low fertility.

The wildflower mixes contain species that range throughout Maryland, support pollinators and other beneficial insects, provide flowering throughout most of the growing season (as a mix), and are commercially available. The composition of the wildflower mixes were selected to provide a target diversity-to-cost ratio. Select the appropriate mix for the soil moisture conditions of the site.

The native wildflower mix for interseeding (mix 8e) can be used for enhancing forb diversity in existing grass stands. This mix has a higher proportion of annual wildflowers than the other native wildflower mixes, which will result in a quicker but somewhat less sustained enhancement of forb diversity. Perennial wildflower species in this mix were partially selected based on their performance in warm-season grass stand renovation trials conducted at the Norm A. Berg National Plant Materials Center. Periodic soil disturbance will be required to maintain the annual wildflower component of this mix.

All mixes listed here, excluding mix 8e, have 2 seeding rates: *Conservation Cover Grasses with Wildflowers* and *Wildflower Meadow*. The *Conservation Cover Grasses with Wildflowers* seeding rate was designed as a native conservation cover mix of grasses and forbs with approximately 10 to 25 percent wildflowers by seed. The higher grass seeding rates listed are for sites where soils have a higher risk of erosion, or for excessively dry or infertile sites. The *Wildflower Meadow* seeding rate was designed to provide habitat for pollinators, and contains at least 80 percent wildflowers by seed. Both types of plantings will provide suitable habitat for early successional wildlife, but the *Wildflower Meadow* rate should be used when the purpose is specifically to provide habitat for pollinators. Neither set of rates were intended for sites where the Critical Area Planting practice standard (Code 342) applies.

Each mix includes a list of alternative species that can be selected as substitutes for species that are not available at the time, or when desired by the client or planner. When selecting alternative species, select species that have similar benefits and flowering periods, when possible. Native seed suppliers can provide assistance with selecting alternatives based on current availability.

Mix 18 is a custom mix, which includes instructions and a worksheet for selecting a custom mix of native grasses to be established with native wildflowers for either *Conservation Cover Grasses with Wildflowers* or a *Wildflower Meadow*.

Mix No.	Mix <sup>1</sup>	Seeding Rate Grasses with Wildflowers <sup>2</sup> (lb/ac PLS <sup>3</sup> )	Seeding Rate Wildflower Meadow and Pollinators <sup>2</sup> (lb/ac PLS <sup>3</sup> )	Soil Drainage Class <sup>4</sup>	Remarks
15	Purpletop <i>Tridens flavus</i>	1 – 2	1/10	E – W	All grasses in this mix are 2 to 4 feet in height, except Indiangrass, which can reach up to 8 feet. All grasses in this mix are warm-season grasses, except for Canada Wild Rye.
	Broomsedge <i>Andropogon virginicus</i> <b>OR</b>	1 – 2	1/10		
	Indiangrass <i>Sorghastrum nutans</i>	1 – 2	1/10		
	Canada Wild Rye <i>Elymus canadensis</i> <b>OR</b>	2 – 3	3/10		
	Little Bluestem <i>Schizachyrium scoparium</i>	2 – 3	3/10		
	Mix 8b – Dry Site Native Wildflower Mix	1 – 2	4½		
16	Broomsedge <i>Andropogon virginicus</i>	1 – 2	1/10	MW – SP	All grasses in this mix are 2 to 4 feet in height. All grasses in this mix are warm-season grasses, except for Virginia Wild Rye.
	Virginia Wild Rye <i>Elymus virginicus</i>	2 – 3	3/10		
	Purpletop <i>Tridens flavus</i> <b>OR</b>	1 – 2	1/10		
	Purple Lovegrass <i>Eragrostis spectabilis</i>	1 – 2	1/10		
	Mix 8c – Mesic Site Native Wildflower Mix	1 – 2	3½		
17	Redtop Panicgrass <i>Panicum rigidulum</i>	1 – 2	1/10	SP – VP	All the grasses in this mix are 2 to 4 feet in height. Fox sedge ranges from 1 to 3 feet in height. Redtop panicgrass and beaked panicgrass are both warm-season grasses. Virginia wild rye is a cool-season grass. Use beaked panicgrass on less wet sites and fox sedge on wetter sites. Fox sedge may be somewhat aggressive. Avoid use in or adjacent to areas where sensitive plant species are known to occur.
	Virginia Wild Rye <i>Elymus virginicus</i>	2 – 3	3/10		
	Beaked Panicgrass <i>Panicum anceps</i> <b>OR</b>	1 – 2	1/10		
	Fox Sedge <i>Carex vulpinoidea</i>	1 – 2	1/10		
	Mix 8d – Wet Site Native Wildflower Mix	½ – 1	3½		

1 – Where “OR” is shown, select from one of the two species separated by “OR” based on site conditions and desirability. Each mix shall contain 3 grass species.

2 – The seeding rate for *Grasses with Wildflowers* is a general conservation cover mix for wildlife. Use the *Wildflower Meadow* rate for pollinator plantings.

3 – Native grasses and wildflowers should be purchased by weight in pure live seed (PLS).

4 – Soil drainage classes: E – Excessively drained; W – Well drained; MW – Moderately well drained; SP – Somewhat poorly drained; P – Poorly drained.

**MIX 18. CUSTOM GRASS AND NATIVE WILDFLOWER MIX**

This list contains Maryland native species of grasses for use in developing a custom mix of grasses for Conservation Cover plantings. It is intended to include one of the Maryland native wildflower mixes as part of the planting. The proportion of species in a grass mix, as shown in column 2 of table 2B, is the proportion of grasses a particular species should represent in the grass mixture of the planting. The total for all grasses selected should add up to 1 (or 100%), and the proportion for each species should be multiplied by the total seeding rate for grasses in lb/ac PLS<sup>1</sup>.

**Steps for Developing a Custom Mix**

1. Select at least 3 species of grasses that are appropriate for the location and site, and for which the proportions can add up to 1.
2. Select the proportions for each species based on the given range of proportions.
3. Determine the overall seeding rate for the grass mix based on the planting type as shown in table 2A.
4. Multiply the proportion for each grass species by the grass seeding rate to determine the seeding rate in lb/ac PLS.
5. Select an appropriate wildflower mix for the site from the choices of mix 8b, 8c, and 8d.

**Example Mix 18 Selection for Conservation Cover with Wildflowers**

(a) Selected Species	(b) Proportion Range (from col. 2 of table 2B)	(c) Proportion (selected from previous column)	(d) Overall Grass Mix Rate (selected from table 2A)	(e) Calculated Seed Rate (lb/ac PLS) (col. c x col. d)
Purple Lovegrass	0.2 – 0.3	0.3	4	1.2
Purpletop	0.2 – 0.3	0.3		1.2
Canada Wild Rye	0.4 – 0.6	0.4		1.6
<b>Total Grasses</b>		1		4.0

**Example Mix 18 Selection for Wildflower Meadow**

(a) Selected Species	(b) Proportion Range (from col. 2 of table 2B)	(c) Proportion (selected from previous column)	(d) Overall Grass Mix Rate (selected from table 2A)	(e) Calculated Seed Rate (lb/ac PLS) (col. c x col. d)
Purple Lovegrass	0.2 – 0.3	0.2	½	0.1
Purpletop	0.2 – 0.3	0.2		0.1
Canada Wild Rye	0.4 – 0.6	0.6		0.3
<b>Total Grasses</b>		1		0.5

**Mix 18 Worksheet for Calculating Grass Species Seed Rates**

(a) Selected Species	(b) Proportion Range (from col. 2 of table 2B)	(c) Proportion (selected from previous column)	(d) Overall Grass Mix Rate (selected from table 2A)	(e) Calculated Seed Rate (lb/ac PLS) (col. c x col. d)
<b>Total Grasses</b>		1		

<b>TABLE 2A. SEEDING RATES FOR MIX 18</b>		
<b>Planting Type<sup>1</sup></b>	<b>Grass Mix Seeding Rate (lb/ac PLS<sup>2</sup>)</b>	<b>Wildflower Mix Seeding Rate (lb/ac PLS<sup>2</sup>)</b>
Conservation Cover Grasses with Wildflowers	4 – 6	Dry Site Mix: 1 – 2 Mesic Site Mix: 1 – 2 Wet Site Mix: ½ – 1
Wildflower Meadow and Pollinators	½ – 1	Dry Site Mix: 4 – 4½ Mesic Site Mix: 3½ – 4 Wet Site Mix: 2½ – 3

1 – The seeding rate for *Grasses with Wildflowers* is a general conservation cover mix for wildlife. Use the *Wildflower Meadow* rate for pollinator plantings.  
 2 – Native grasses and wildflowers should be purchased by weight in pure live seed (PLS).

TABLE 2B. GRASS SPECIES FOR MIX 18

Select at least 3 species, at least 2 of which are warm season species.

Grass Species	Proportion by Weight in a Grass Mix	Coastal Plain	Piedmont	Mountain	Warm or Cool Season	Dry Sites	Mesic Sites	Wet Sites	Soil Drainage Class <sup>1</sup>	Seeds per lb (approx.)	Remarks
Beaked Panicgrass <i>Panicum anceps</i>	0.2 – 0.3	•	•		W		•	•	MW - P	570,000	Spreads from short rhizomes to form dense clumps. Prefers some shade. Height: 2 - 4 ft. Use Maryland ecotype.
Broomsedge <i>Andropogon virginicus</i>	0.2 – 0.3	•	•	•	W	•	•		E – SP	800,000	Often volunteers in idle crop fields with low fertility and low pH. Height: 1½ - 3 ft.
Bushy Broomsedge <i>Andropogon glomeratus</i>	0.4 – 0.6	•	•	•	W			•	SP – P	205,000	Often volunteers in wet idle crop fields in association with <i>Andropogon virginicus</i> . Height: 1½ - 3 ft.
Canada Wildrye <i>Elymus canadensis</i>	0.4 – 0.6	•	•	•	C	•	•		E – MW	114,000	Prefers partial shade. Seedlings are vigorous and establish quickly, but are not highly competitive with other grasses. Not compatible with prescribed burning.
Deertongue <i>Dicanthelium clandestinum</i>	0.2 – 0.3	•	•	•	W	•	•		E – SP	350,000	Usually slow to establish, but tolerates a wide range of site conditions. Height: 1½ - 3 ft.
Fox Sedge <i>Carex vulpinoidea</i>	0.2 – 0.3	•	•	•	n/a			•	SP – VP	1,300,000	Obligate wetland species. Provides food and cover for wildlife. Can be aggressive. Seed is extremely small. Height: 1 - 3 ft.
Indiangrass <i>Sorghastrum nutans</i>	0.2 – 0.4	•	•	•	W	•	•		E – SP	175,000	Tallest (6 - 8 ft) species of the grasses listed here. May be somewhat aggressive on sites with normal moisture or fertility.
Little Bluestem <i>Schizachyrium scoparium</i>	0.4 – 0.6	•	•	•	W	•	•		E – MW	200,000	Prefers dry sites. Similar in appearance to <i>Andropogon virginicus</i> .
Purple Lovegrass <i>Eragrostis spectabilis</i>	0.2 – 0.3	•	•	•	W	•	•		E – MW	1,060,000	Prefers sandy sites. Seed is extremely small. Height: 1 - 3 ft.
Purpletop <i>Tridens flavus</i>	0.2 – 0.3	•	•	•	W	•	•		E – MW	465,000	Best suited for dry, sandy areas or sites with shallow soils.
Redtop Panicgrass <i>Panicum rigidulum</i>	0.2 – 0.3	•	•	•	W			•	SP – P	800,000	Prefers wet sites. Seed is extremely small, so seeding rate should be proportionally smaller in a mix. Height: 2 - 3 ft.
Virginia Wildrye <i>Elymus virginicus</i>	0.4 – 0.6	•	•	•	C		•	•	MW – P	100,000	See remarks for <i>Elymus canadensis</i> .

1 – Soil drainage classes: E – Excessively drained; W – Well drained; MW – Moderately well drained; SP – Somewhat poorly drained; P – Poorly drained.

**MIX 8b. MARYLAND NATIVE WILDFLOWER MIX - DRY SITES**

MD native wildflower mix for excessively-drained to well-drained soils. Wildflower meadow seeding rate is 4 – 4½ lb/ac PLS with ½ – 1 lb/ac PLS native grasses.

Scientific Name	Common Name	% by Wt. <sup>1</sup>	% by Seed <sup>2</sup>	Duration <sup>3</sup>	Legume	Flowering Period									
						M	A	M	J	J	A	S	O	N	
<i>Asclepias syriaca</i>	Common Milkweed	2.0	5.6	P	N										
<i>Asclepias tuberosa</i>	Butterfly Milkweed	7.0	2.0	P	N										
<i>Baptisia tinctoria</i>	Yellow False Indigo	3.0	3.6	P	Y										
<i>Chamaecrista fasciculata</i>	Partridge Pea	12.0	3.1	A	Y										
<i>Coreopsis verticillata</i>	Whorled Tickseed	6.0	4.8	P	N										
<i>Desmodium paniculatum</i>	Panicled Tick-Trefoil	5.0	4.0	P	Y										
<i>Heliopsis helianthoides</i>	Smooth Oxeye	10.0	4.6	P	N										
<i>Lespedeza hirta</i>	Hairy Bush-Clover	4.0	2.8	P	Y										
<i>Liatris pilosa var. pilosa</i>	Grass-leaf Blazing Star	4.0	4.6	P	N										
<i>Monarda fistulosa</i>	Wild Bergamot	1.0	5.1	P	N										
<i>Monarda punctata</i>	Spotted Bee-balm	1.0	5.7	P	N										
<i>Penstemon canescens</i>	Gray Beard-tongue	3.0	4.8	P	N										
<i>Penstemon digitalis</i>	Tall White Beard-tongue	3.0	4.8	P	N										
<i>Pycnanthemum tenuifolium</i>	Narrow-leaf Mountain Mint	0.3	5.4	P	N										
<i>Rudbeckia hirta</i>	Black-eyed Susan	0.7	4.4	B	N										
<i>Senna marilandica</i>	Maryland Senna	25.0	2.0	P	Y										
<i>Silphium trifoliatum</i>	Whorled Rosinweed	5.0	1.0	P	N										
<i>Solidago juncea</i>	Early Goldenrod	0.5	5.0	P	N										
<i>Solidago nemoralis</i>	Gray Goldenrod	1.0	4.0	P	N										
<i>Solidago rugosa</i>	Wrinkle-leaf Goldenrod	1.0	4.0	P	N										
<i>Symphyotrichum laeve var. laeve</i>	Smooth Blue Aster	1.0	4.0	P	N										
<i>Symphyotrichum oblongifolium</i>	Aromatic Aster	2.0	5.6	P	N										
<i>Symphyotrichum pilosum var. pilosum</i>	White Oldfield Aster	2.0	5.6	P	N										
<i>Tradescantia virginiana</i>	Virginia Spiderwort	0.5	3.5	P	N										
<b>ALTERNATIVES<sup>4</sup></b>															
<i>Desmodium canadense</i>	Showy Tick Trefoil			P	Y										
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod			P	N										
<i>Monarda media</i>	Purple Bergamot			P	N										
<i>Pycnanthemum incanum</i>	Hoary Mountain Mint			P	N										
<i>Senna hebecarpa</i>	American Senna			P	Y										
<i>Symphyotrichum ericoides</i>	White Heath Aster			P	N										
<i>Symphyotrichum urophyllum</i>	White Arrowleaf Aster			P	N										
<i>Tradescantia ohiensis</i>	Ohio Spiderwort			P	N										

**MIX 8c. MARYLAND NATIVE WILDFLOWER MIX - MESIC SITES**

MD native wildflower mix for well-drained to somewhat poorly drained soils. Mix contains species for a broad range of soil moisture conditions. Wildflower meadow seeding rate is 3½ – 4 lb/ac PLS with ½ – 1 lb/ac PLS native grasses.

Scientific Name	Common Name	% by Wt. <sup>1</sup>	% by Seed <sup>2</sup>	Duration <sup>3</sup>	Legume	Flowering Period													
						M	A	M	J	J	A	S	O	N					
<i>Asclepias syriaca</i>	Common Milkweed	2.0	5.0	P	N														
<i>Asclepias tuberosa</i>	Butterfly Milkweed	6.0	1.5	P	N														
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.0	2.3	A	Y														
<i>Conoclinium coelestinum</i>	Mistflower	1.0	5.4	P	N														
<i>Coreopsis tinctoria</i>	Golden Tickseed	0.5	5.8	A	N														
<i>Desmodium canadense</i>	Showy Tick Trefoil	15.0	3.9	P	Y														
<i>Doellingeria umbellata</i> var. <i>umbellata</i>	Flat-topped White Aster	2.0	5.7	P	N														
<i>Eupatorium purpureum</i>	Sweet-scented Joe-pye Weed	2.0	4.8	P	N														
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	0.3	6.0	P	N														
<i>Helenium flexuosum</i>	Purple Sneezeweed	0.7	5.0	P	N														
<i>Heliopsis helianthoides</i>	Smooth Oxeye	10.0	4.2	P	N														
<i>Lespedeza hirta</i>	Hairy Bush-Clover	4.0	2.5	P	Y														
<i>Liatris pilosa</i> var. <i>pilosa</i>	Grass-leaf Blazing Star	5.0	5.2	P	N														
<i>Monarda fistulosa</i>	Wild Bergamot	1.0	4.6	P	N														
<i>Monarda punctata</i>	Spotted Bee-balm	1.0	5.2	P	N														
<i>Penstemon canescens</i>	Gray Beard-tongue	1.0	1.4	P	N														
<i>Penstemon digitalis</i>	Tall White Beard-tongue	4.0	5.7	P	N														
<i>Pycnanthemum tenuifolium</i>	Narrow-leaf Mountain Mint	0.3	4.8	P	N														
<i>Rudbeckia hirta</i>	Black-eyed Susan	0.7	4.0	B	N														
<i>Senna hebecarpa</i>	American Senna	25.0	1.8	P	Y														
<i>Symphotrichum novae-angliae</i>	New England Aster	1.0	3.9	P	N														
<i>Symphotrichum oblongifolium</i>	Aromatic Aster	1.0	2.5	P	N														
<i>Symphotrichum prenanthoides</i>	Zigzag Aster	1.0	2.5	P	N														
<i>Tradescantia virginiana</i>	Virginia Spiderwort	0.5	3.1	P	N														
<i>Zizia aurea</i>	Golden Alexanders	5.0	3.0	P	N														

**MIX 8c. MARYLAND NATIVE WILDFLOWER MIX - MESIC SITES (CONTINUED)**

Scientific Name	Common Name	% by Wt. <sup>1</sup>	% by Seed <sup>2</sup>	Duration <sup>3</sup>	Legume	Flowering Period																				
						M	A	M	J	J	A	S	O	N												
<i>ALTERNATIVES<sup>4</sup></i>																										
<i>Asclepias incarnata</i>	Swamp Milkweed			P	N																					
<i>Coreopsis verticillata</i>	Whorled Tickseed			P	N																					
<i>Desmodium paniculatum</i>	Panicled Tick-Trefoil			P	Y																					
<i>Eupatoriadelphus fistulosus</i>	Joe-pye Weed			P	N																					
<i>Helenium autumnale</i>	Yellow Sneezeweed			P	N																					
<i>Liatris scariosa</i>	Large Blazing Star			P	N																					
<i>Monarda media</i>	Purple Bergamot			P	N																					
<i>Penstemon laevigatus</i>	Smooth Beard-tongue			P	N																					
<i>Pycnanthemum muticum</i>	Big-leaf Mountain Mint			P	N																					
<i>Senna marilandica</i>	Maryland Senna			P	Y																					
<i>Solidago rugosa</i>	Wrinkle-leaf Goldenrod			P	N																					
<i>Symphotrichum ericoides</i>	White Heath Aster			P	N																					
<i>Symphotrichum laeve var. laeve</i>	Smooth Blue Aster			P	N																					
<i>Symphotrichum lateriflorum var. lateriflorum</i>	Calico Aster			P	N																					
<i>Tradescantia ohiensis</i>	Ohio Spiderwort			P	N																					
<i>Veronicastrum virginicum</i>	Culver's Root			P	N																					





**MIX 8e. MARYLAND NATIVE WILDFLOWER MIX – INTERSEEDING**

MD native wildflower mix for enhancing forb diversity in existing grass stands on sites with excessively-drained to somewhat poorly drained soils. Inter-seeding rate is 2 – 4 lb/ac PLS.

Scientific Name	Common Name	% by Wt. <sup>1</sup>	% by Seed <sup>2</sup>	Duration <sup>3</sup>	Legume	Flowering Period												
						M	A	M	J	J	A	S	O	N				
<i>Asclepias syriaca</i>	Common Milkweed	0.5	1.0	P	N													
<i>Asclepias tuberosa</i>	Butterfly Milkweed	1.0	0.2	P	N													
<i>Chamaecrista fasciculata</i>	Partridge Pea	30.0	5.6	A	Y													
<i>Conoclinium coelestinum</i>	Mistflower	0.5	2.1	P	N													
<i>Coreopsis tinctoria</i>	Golden Tickseed	1.5	13.8	A	N													
<i>Desmodium canadense</i>	Showy Tick Trefoil	15.0	3.1	P	Y													
<i>Doellingeria umbellata var. umbellata</i>	Flat-topped White Aster	0.5	1.1	P	N													
<i>Eupatorium purpureum</i>	Sweet-scented Joe-pye Weed	1.0	1.9	P	N													
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	0.5	8.0	P	N													
<i>Helenium flexuosum</i>	Purple Sneezeweed	1.0	5.7	P	N													
<i>Heliopsis helianthoides</i>	Smooth Oxeye	10.0	3.3	P	N													
<i>Lespedeza hirta</i>	Hairy Bush-Clover	4.0	2.0	P	Y													
<i>Liatris spicata</i>	Marsh Blazing Star	0.5	0.1	P	N													
<i>Monarda fistulosa</i>	Wild Bergamot	4.0	14.5	P	N													
<i>Monarda punctata</i>	Spotted Bee-balm	4.0	16.4	P	N													
<i>Penstemon digitalis</i>	Tall White Beard-tongue	5.0	5.7	P	N													
<i>Pycnanthemum tenuifolium</i>	Narrow-leaf Mountain Mint	0.5	6.7	P	N													
<i>Rudbeckia hirta</i>	Black-eyed Susan	1.0	4.5	B	N													
<i>Senna hebecarpa</i>	American Senna	15.0	0.9	P	Y													
<i>Symphotrichum ericoides</i>	White Heath Aster	0.5	1.0	P	N													
<i>Symphotrichum oblongifolium</i>	Aromatic Aster	2.0	4.0	P	N													
<i>Symphotrichum prenanthoides</i>	Zigzag Aster	1.0	2.0	P	N													
<i>Tradescantia virginiana</i>	Virginia Spiderwort	0.5	2.5	P	N													
<i>Zizia aurea</i>	Golden Alexanders	1.0	0.5	P	N													

**MIX 8e. MARYLAND NATIVE WILDFLOWER MIX – INTERSEEDING (CONTINUED)**

Scientific Name	Common Name	% by Wt. <sup>1</sup>	% by Seed <sup>2</sup>	Duration <sup>3</sup>	Legume	Flowering Period																				
						M	A	M	J	J	A	S	O	N												
<i>ALTERNATIVES<sup>4</sup></i>																										
<i>Asclepias incarnata</i>	Swamp Milkweed			P	N																					
<i>Coreopsis verticillata</i>	Whorled Tickseed			P	N																					
<i>Desmodium paniculatum</i>	Panicked Tick-Trefoil			P	Y																					
<i>Eupatoriadelphus fistulosus</i>	Joe-pye Weed			P	N																					
<i>Helenium autumnale</i>	Yellow Sneezeweed			P	N																					
<i>Liatris pilosa var. pilosa</i>	Grass-leaf Blazing Star			P	N																					
<i>Monarda media</i>	Purple Bergamot			P	N																					
<i>Penstemon canescens</i>	Gray Beard-tongue			P	N																					
<i>Senna marilandica</i>	Maryland Senna			P	Y																					
<i>Solidago nemoralis</i>	Gray Goldenrod			P	N																					
<i>Solidago rugosa</i>	Wrinkle-leaf Goldenrod			P	N																					
<i>Symphotrichum novae-angliae</i>	New England Aster			P	N																					
<i>Symphotrichum laeve var. laeve</i>	Smooth Blue Aster			P	N																					
<i>Tradescantia ohiensis</i>	Ohio Spiderwort			P	N																					

Notes for Mixes 8b, 8c, 8d and 8e

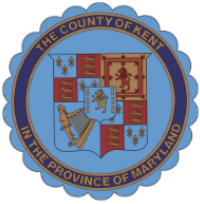
- 1 – Order mixes using the percent by weight column, in pure live seed (PLS). The wildflower proportions were selected to provide a target diversity-to cost ratio.
- 2 – Approximate percentage of species in mix based on number of seeds; this is provided for informational purposes.
- 3 – Duration: P – Perennial; B – Biennial; A – Annual
- 4 – Alternative species may be substituted for species due to desirability or lack of availability. When possible, select an alternative that has a flowering period that is similar to the species for which it is being substituted.

**TABLE 6: NATIVE SHRUBS AND SMALL TREES FOR POLLINATOR HABITAT**

These trees and shrubs bloom in the spring. For optimum benefits to pollinators, habitat areas should have at least three species of plants in bloom during spring, summer, and fall. Use clumps or linear plantings of native trees and/or shrubs in combination with native wildflower mixes to ensure the availability of flowers during the entire growing season.

Common Name	Scientific Name	Distribution in MD	Soil Drainage Class <sup>1</sup>
Bayberry, Northern	<i>Morella (Myrica) pensylvanica</i>	Coastal Plain	W - SP
Beautyberry, American	<i>Callicarpa americana</i>	Statewide	W - MW
Cherry, Pin	<i>Prunus pensylvanica</i>	Western Maryland	W - MW
Chokeberry, Red	<i>Photinia pyrifolia</i> ( <i>Pyrus arbutifolia</i> )	Statewide	SP - P
Chokecherry	<i>Prunus virginiana</i>	Western Maryland	MW - P
Dewberry, Bristly	<i>Rubus hispidus</i>	Statewide	SP - P
Dogwood, Silky	<i>Cornus amomum</i>	Piedmont & Coastal Plain	MW - P
Dogwood, Stiff (Swamp)	<i>Cornus foemina</i>	Coastal Plain	MW - P
Hawthorn, Cockspur	<i>Crataegus crus-galli</i>	Western Maryland	W - MW
Hawthorn, Green	<i>Crataegus viridis</i>	Coastal Plain	SP - P
Hawthorn, Washington	<i>Crataegus phaenopyrum</i>	Statewide	W - MW
Inkberry	<i>Ilex glabra</i>	Coastal Plain	SP - P
Meadowsweet, White	<i>Spiraea alba</i>	Statewide	SP - P
Mountain Ash, American	<i>Sorbus americana</i>	Western Maryland	MW - SP
Pepperbush, Sweet	<i>Clethra alnifolia</i>	Coastal Plain	MW - P
Plum, American	<i>Prunus americana</i>	Statewide	W - MW
Possumhaw	<i>Viburnum nudum</i>	Coastal Plain	SP - P
Raspberry, Black	<i>Rubus occidentalis</i>	Statewide	W - SP
Sassafras	<i>Sassafras albidum</i>	Statewide	W - MW
Serviceberry, Canadian	<i>Amelanchier canadensis</i>	Coastal Plain	SP - P
Spicebush	<i>Lindera benzoin</i>	Statewide	MW - P
Steeplebush	<i>Spiraea tomentosa</i>	Statewide	SP - P
Sweetbay	<i>Magnolia virginiana</i>	Coastal Plain	SP - P
Sweetspire, Virginia	<i>Itea virginica</i>	Coastal Plain	SP - P
Waxmyrtle, Southern	<i>Morella (Myrica) cerifera</i>	Coastal Plain	W - SP
Witchhazel, American	<i>Hamamelis virginiana</i>	Statewide	W - SP

1 – Soil Drainage Class (refer to the county soil survey): W - Well Drained; MW - Moderately Well Drained; SP - Somewhat Poorly Drained; P - Poorly Drained.



**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

October 22, 2024

**DRAFT**

Mr. Dan Small  
Field Ecologist and Natural Lands Project Coordinator  
Washington College Center for Environment & Society  
210 S Cross St #101  
Chestertown, MD 21620

Dear Mr. Small,

Kent County is thrilled to collaborate with the Center for Environment and Society at Washington College to establish habitat and conservation areas at Turner's Creek in Kennedyville, MD, and Toal Park in Galena, MD. By joining forces, we aim to create a remarkable landscape that fosters welcoming habitats and conservation initiatives of great importance to the region, while also providing passive recreational opportunities for everyone to enjoy.

The County Commissioners of Kent County sincerely values the countless hours of effort contributed by you and your team, along with the significant funding allocated to reach these objectives. We recognize that sustaining these environments is essential for achieving our overall goals. We're pleased to acknowledge your plan to implement grassland/meadow habitats and wetlands in Kent County Parkland.

This letter serves to confirm that after the initial three years of maintenance by Washington College, the ongoing responsibility for maintenance will rest solely with the Department of Public Works - Grounds Division (or its designee) for a minimum of 15 years. The ongoing maintenance will adhere to the following management measures:

- All state-listed noxious weeds will be spot sprayed using appropriate herbicides (Canada Thistle treated with Stringer or an equivalent broadleaf herbicide, and Johnson Grass with Plateau).
- Wood sapling encroachment will be monitored and controlled using broadleaf herbicide through spot spraying, or bush hogging.
- Adaptive management techniques will be employed to ensure meadow vegetation remains in an early successional state. The techniques will be tailored based on vegetation responses and will be executed under the guidance of Dan Small or Katherine Thornton when consultation is required.
- If mowing is necessary, it will be performed in stages, primarily during late winter or early spring.
- Establishment and follow-up management will adhere to the guidelines outlined in the NRCS 327 pollinator job sheet

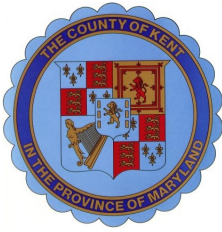
Kent County may consider acquiring further expertise from both Washington College's Center for Environment & Society as needed, to ensure the successful maintenance of the habitat.

Sincerely,  
THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

\_\_\_\_\_  
Ronald H. Fithian, President

\_\_\_\_\_  
Albert H. Nickerson, Member

\_\_\_\_\_  
John F. Price, Member



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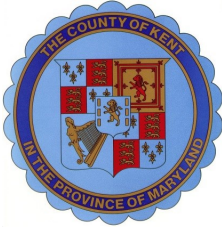
**Lisa Mazingo, Director, Kent Family Center**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

FY2024 Maryland Family Network Contract Extension

**ATTACHMENTS:**

Description



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**Jim Miller, Director, Human Resources**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Compensatory Time Buy-Back Program

**ATTACHMENTS:**

Description

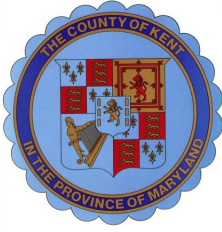
HR\_NA\_Cover (1)

“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







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**Jim Miller, Director, Human Resources**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Emergency Medical Technician ( Full Time) Vacancy

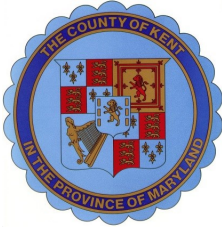
**ATTACHMENTS:**

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





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**Jim Miller, Director, Human Resources**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Grant Program Administrator Vacancy

**ATTACHMENTS:**

Description

HR Cover Page

Grant Program Administrator Job Description

“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 GOVERNMENT

## Job Description

**Job Title: Grant Program Administrator**  
**Department: Planning, Housing, and Zoning**  
**Revised Date: 05/31/2024**

**Grade: 7**  
**FLSA Status: Exempt**  
**Approved Date: 05/31/2024**

**Job Summary:** The Grant Program Administrator works with the department heads to support projects and programs via federal, state, and other funding sources to augment County revenue and strengthen the efficiency and effectiveness of County services. The Grant Program Administrator, in conjunction with the department heads will stay apprised of county priorities, projects, and goals to identify grants, write grant proposals, manage receipt of awards, manage grants via project management software, monitor, report, and manage grant closeout. This position reports to the Director, Planning, Housing, and Zoning. It is a non-supervisory position and works closely with Procurement and Finance.

### Essential Functions

*Functions listed are intended only as illustrative of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

- Maintains a database of available federal and state grant opportunities; provides information and guidance to department heads regarding grant opportunities.
- Provides support to project directors throughout the life of the grant, including the prospecting and proposal development process for applications, completion of grant submissions with budget preparation, interpretation of guidelines and restrictions, administrative management of awards and contracts, and successful completion of grant closeout.
- Develops, or assists in developing, proposals and budgets to ensure alignment with federal and state funder guidelines.
- Coordinates project setup, subcontracts development, progress reports, subrecipient monitoring.
- Oversees all grant activity within the County; acts as project manager when needed and ensures all state and federal guidelines to which the grantor is required to follow are met.
- Tracks grant activity, deliverables, and timelines; and prepares and submits as required by the granting agency and the County.
- Serves as the point of contact with granting agencies, County departments, e.g. Finance, Legal, County Administrator, and appropriate department heads.
- Attends any meetings or training as required by the granting agency.
- Coordinates and convenes regularly scheduled meetings with county staff working on active grants and potential grant opportunities.
- Creates and maintains a project tracking system and data collection system that is accessible to all department heads.
- Performs other duties as required.

### Required Knowledge, Skills, and Abilities

*The employee is expected to utilize the following:*

- **Communications Skills:** Develops and maintains effective relationships with workgroup members, state and local officials, private-sector partners, local organizations, and community groups. Writes clearly and informatively. Effectively presents information and responds to questions from staff, supervisors, and stakeholders individually and in group settings.
- **Customer Service:** Represents the department professionally and effectively in both internal and external interactions. Manages difficult, sensitive, or challenging situations successfully. Treats

others with respect and consideration regardless of cultural background, status, or position.

Exhibits objectivity and openness to others' views.

- Leadership and Management Skills: Creates and communicates the program vision. Recognizes the accomplishments of others; demonstrates ability to create and lead in a team-oriented environment. Builds morale and group commitment to goals and objectives. Inspires and motivates others to perform well. Demonstrates effective problem-solving and decision-making abilities.
  - Innovation and Change Management Skills: Displays original thinking and creativity. Develops innovative approaches and ideas. Presents ideas and information in a manner that is easily understood. Understands and contributes to evolving processes in response to changing communities and advances in technology.
  - Technical Skills: Effectively utilizes standard and advanced database software to write queries, develop relational databases, and run reports. Ability to perform Internet searches and conduct online correspondence.
- 

#### **Education and Experience:**

1. Undergraduate degree. In business, communications, public relations, marketing, or other appropriate disciplines, required.
  2. A college-level grant writing certificate preferred but not required.
  3. Five (5) years of experience in local government development of grants and grants management, including a proven track record of successful grant writing that achieved grant awards; additional experience in a related field, such as project management or finance is beneficial; successful grants portfolio will be requested; references to attest to successful grants writing will be requested; applicant must be able to work independently managing multiple projects and programs.
  4. An equivalent combination of education and experience may be substituted for an undergraduate degree. For example, 2 years of relevant experience for one year of college.
  5. Knowledge of State and Federal grant processes.
  6. Strong leadership and communication skills.
  7. Valid Maryland Driver's License and an acceptable motor vehicle record.
  8. Proficiency with standard office software.
- 

#### **Physical and Environmental Conditions:**

Work is conducted in a normal office setting which provides comfortable lighting, temperature, and heat/air conditioning. Occasional light lifting, such as three to four reams of paper, four or five books, or other materials (up to 35 pounds) may be required.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g., use of safe workplace practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

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The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

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Reasonable accommodations may be provided to enable qualified individuals with disabilities to perform the essential functions of this job.

*Kent County Government provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.*

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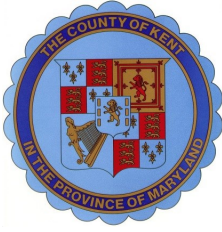
I have read and understand this job description.

---

Employee Signature

---

Date



---

**Dan Mattson, Director, Public Works**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Environmental Operations Division - Authorize Purchase of Roll-Off Truck

**ATTACHMENTS:**

Description

Cover

Mid-Atlantic Waste System Proposal

Wastequip Sourcewell Contract 040621





**Kent County**  
MARYLAND

# Public Works

**Galbreath U75-OR-174 Outside Rail (OR) Hoist**

**Category: Roll-off & Hook Lift Trucks & Trailers**

**Manufacturer: Galbreath**





Division of THC Enterprises, Inc.

Easton, MD \* Baltimore, MD \* Chesapeake, VA Chester, PA \*  
Clinton, MD \* Cheswick, PA \* Salem, VA

Phone 800-338-7274 Fax 410-820-9916  
Visit us on the web! www.mawaste.com



# PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road  
Easton, MD 21601

**SOLD TO**  
Carrie Klein  
Kent County  
709 Morgnec Rd  
Suite 201  
Chestertown, MD 21620

**SHIP TO**  
Carrie Klein  
Kent County  
709 Morgnec Rd  
Suite 201  
Chestertown, MD 21620

Quote #: RSSQ41456  
Account:  
Terms:  
Date: 09/09/24

+1 410-778-2600  
cklein@kentgov.org

+1 410-778-2600  
cklein@kentgov.org

Sales Rep Colin Kraus

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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*PRICING IS IN ACCORDANCE WITH WASTEQIP SOURCEWELL  
CONTRACT #040621-WQI*

*Kent County, MD Public Works Account # 26260*

1.00	Galbreath U75-OR-174 75000# Outside Rail Tandem-Axle Roll-Off Hoist; Container Length 18' To 22'; DMP #A4250(Rear Port); Outside Controls; Hoist Props; Hoist Up Warning Light; Hoist Up Alarm & Hoist Back Up Alarm - Mid Body Turn Signals; Automatic/Manual Fold-Up ICC Bumper; Inside air Controls; LED Light bumper; Outboard Supported Rollers; Heavier Sub-Frame - 5/16"; T-1 Wear Strips; 7"Lift Cylinders	\$289,412.00	\$289,412.00
1.00	20000 lb. Non-Steer 2-Tire Hendrickson - 216229 - Roll Off Ready Lift Axle - MRO20B		
1.00	Install Non-Steer Lift Axle (labor only)		
1.00	Installation of 3rd Axle (Steerable)		
1.00	11R22.5 Aluminum Wheels & Tires Qty 2		
1.00	Lift Axle Certification		
1.00	Mounted On: 2024 Peterbilt 567 Engine: Paccar MX 13 Transmission Allison 4500 RDS Series Automatic Front: 20,000 lb Rear: 46,000 lb Color White VIN:1NPCLPOX0RD897944		
1.00	U/AH-Series - SHIP OUT - Muncie DS PTO for (Allison direct mount) Automatic Transmission - Includes Pump Upgrade - Hot Shift - 202646 (For upgrade to WS ADD option WET (202649) - For factory mounting ADD option PTO INST)		
1.00	Contoured Smooth Steel Tandem Fenders		
1.00	Nylon Ratchet Rear Hold-Downs and Stationary Rear Hold Downs		
1.00	Pioneer Strong-Arm Rack n' Pinion Tarper with 3 Integrated Spool Valves and Adjustable Gantry		
1.00	Aluminum Toolbox - 18" X 18" X 36"		
2.00	Work Lights - (2) - 2" LED Mounted ON the Bumper and On Tarper Gantry (1790 Lumens) - 236458		

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1.00	STEEL SURCHARGE		
1.00	Freight		

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

Subtotal	\$289,412.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
<b>TOTAL*</b>	<b>\$289,412.00</b>

For orders under \$5,000 you may pay by credit card. Please visit [www.mawaste.com](http://www.mawaste.com) and select "Pay Bill"

\*Terms and limitations apply, see Payment terms below

\*Total does not include optional items

***F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.***

*Any cancellation or modification of order will result in a 20% restocking charge to Buyer.*



## TERMS AND CONDITIONS

### 1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

### 2. Price and Payment

**\*\*Payments Accepted:** Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

### 3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(b) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

### 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the laws of the State of Maryland.

**Equipment Purchase Agreement - [MUST BE COMPLETED OR A PURCHASE ORDER\* MUST BE ATTACHED TO PROCESS ORDER]**

PO attached  **\*\*PURCHASE ORDER MUST INCLUDE BILLING INFORMATION, TAX STATUS AND EXEMPTION (IF APPLICABLE) TO BE ACCEPTED IN LIEU OF COMPLETING BELOW.**

Sales Tax Status - MUST SELECT AN OPTION NOT EXEMPT  TAX EXEMPT \*  \* COPY OF TAX EXEMPTION ATTACHED

PLEASE NOTE: Tax exemption form is mandatory if the "Tax Exempt" box is checked, otherwise sales tax will be applied if supporting document is not provided. We are not able to remove sales tax once billed. It will be the customers responsibility to contact the state agency in order to request a refund.

Billing Information:

CHECK IF SAME AS SOLD TO ABOVE. IF NOT, PLEASE FILL OUT BELOW.

BILL TO NAME(S): \_\_\_\_\_

NAME CONT.): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADD CONT. \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL (where invoice is to be sent): \_\_\_\_\_

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

You are agreeing to be invoiced \$289,412.00 per quote RSSQ41456

**X** \_\_\_\_\_  
Customer Approval to Process Order Date

*Thank you for the opportunity to earn your business!*

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing



restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less



broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Wastequip Manufacturing Company LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:  
*John Defenbaugh*  
By: C78BB77820D1461...  
John Defenbaugh  
Title: President-Commercial  
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 6/2/2021 | 1:39 PM CDT

# RFP 040621 - Bulk Solid Waste and Recycling Equipment

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## Vendor Details

Company Name: Wastequip Manufacturing Company LLC  
Does your company conduct business under any other name? If yes, please state: Wastequip LLC  
Address: 841 Meacham Road  
Bid Location  
Statesville, NC 28677  
Contact: Marya Jenkins  
Email: mjenkins@wastequip.com  
Phone: 800-424-0422 09587  
Fax: 800-424-0422  
HST#: 223191624

## Submission Details

Created On: Thursday February 18, 2021 14:24:47  
Submitted On: Tuesday April 06, 2021 11:17:52  
Submitted By: Marya Jenkins  
Email: mjenkins@wastequip.com  
Transaction #: 7520c546-beb0-4e2b-9423-af6d89d3f024  
Submitter's IP Address: 65.158.142.90

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211
3	Proposer website address:	www.wastequip.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America.</p> <p>With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service.</p> <p>Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.</p>



8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcewell contract, our products and services by offering total product purchase solutions using our Sourcewell contract and teaming with other Awarded Sourcewell Vendors. 2. Continue to promote Sourcewell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcewell and how to utilize our Sourcewell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Huntsville	Darrel Luker	936-581-6417
City of Nacogdoches	Cary Walker	936-559-2582
Calcasieu Parish	LJ Wimberly	337-721-3760

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following:</p> <p>Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR)</p> <p>Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's</p> <p>Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's</p> <p>Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's</p> <p>All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.</p>
24	Dealer network or other distribution methods.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <ol style="list-style-type: none"> <li>1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs.</li> <li>2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US.</li> <li>3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</li> </ol>
25	Service force.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date.</p> <p>At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:</p> <p>Commitment:</p> <ul style="list-style-type: none"> <li>• We will treat all customers with respect (regardless of size)</li> <li>• We will follow up with customers upon receipt of order to ensure satisfaction</li> <li>• We will resolve any issues quickly</li> </ul> <p>Support:</p> <ul style="list-style-type: none"> <li>• We will provide a dedicated Customer Service Representative (CSR ) for each participating member</li> <li>• We will respond quickly on quotes (same-day response in most cases)</li> <li>• We will provide an order confirmation (within 48 hours in most cases)</li> <li>• We will call customers with shipping &amp; delivery information and provide early notification should there be any issues with orders</li> </ul>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.</p> <p>Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited.</p> <p>There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples  Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewell's promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following:</p> <ol style="list-style-type: none"> <li>1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions.</li> <li>2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: <ol style="list-style-type: none"> <li>1. Plant Tour</li> <li>2. Hydraulics</li> <li>3. Electrical Theory</li> <li>4. Hands-on hydraulic and electrical demonstrations</li> <li>5. Troubleshooting systems</li> <li>6. Application of classroom knowledge to achieve solutions</li> <li>7. Guardian Control System</li> <li>8. ANSI (American National Standards Institute)</li> <li>9. Lock out / tag out procedures</li> <li>10. Review of new equipment features</li> </ol> </li> </ol>
37	Describe any technological advances that your proposed products or services offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management.</p> <ol style="list-style-type: none"> <li>1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight.</li> <li>2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.</li> </ol>

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> <li>• Helping define the future of the waste industry with progressive thinking and leadership</li> <li>• Developing products with consideration for the environmental impact to future generations</li> <li>• Employing a diverse workforce, providing development opportunities and valuing diverse perspectives</li> <li>• Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip</li> </ul> <p>As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities.</p> <ul style="list-style-type: none"> <li>• Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers.</li> <li>• Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs.</li> <li>• Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting.</li> <li>• Distribution efficiency: We’re continuously innovating our products. Recently, we’ve been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload.</li> </ul> <p>Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE).</p> <p>However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE’s as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers.</p> <p>While Wastequip does not possess certification as a disadvantages business, we do seek to employ and do business with disadvantages businesses. We use a WMBE’s or SBE’s to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business.</p> <p>As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following:</p> <ol style="list-style-type: none"> <li>1. Utilization of teaming partners for specific government set aside project opportunities</li> <li>2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)</li> </ol>

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line.</p> <p>3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products.</p> <p>4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.</p>	*
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*



47	What are your proposed exchange and return programs and policies?	<p>Product Return Policy</p> <p>a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control.</p> <p>b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.</p> <p>c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip.</p> <p>d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return.</p> <p>e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable.</p> <p>f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price.</p> <p>g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.</p>	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: <a href="https://www.wastequip.com/about-us/financing">https://www.wastequip.com/about-us/financing</a>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission.  Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers.                  Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing                  Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing                  Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing                  Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing                  Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing</p>	*
54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members.                  Wastequip Steel Container Products: Special Market Pricing                  Confab Steel Container Products: Special Market Pricing                  Wastequip Compaction Products: 5% to 20% off Catalog List Pricing                  Galbreath Mobile Products: 5% to 20% off Catalog List Pricing                  Amrep Mobile Products: Special Market Pricing</p>	*
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.</p>	*
56	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>Wastequip is offering the following sourced good solutions:                  1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee.                  2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.                  3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.</p>	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee.</p> <p>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.</p> <p>3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location.</p> <p>1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.</p>
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.</p>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>1. Wastequip Steel Container product offering consist of the following:  Environmental Containers  Front Load Containers  Other Large Containers  Other Small Containers  Rear Load Containers  Receiver Containers  Roll Off Containers (Rectangle and Tub)  Scrap Bins  Self Dumping Hoppers  Side Load Containers  Container Factory Options</p> <p>2. Confab Steel Container product offering consist of the following:  Front Load Containers  Other Large Containers  Other Small Containers  Rear Load Containers  Receiver Containers  Roll Off Containers (Rectangle and Tub)  Self Dumping Hoppers  Side Load Containers  Container Factory Options</p> <p>3. Wastequip Compaction product offering consist of the following:  Stationary Compactors  Pre-Crusher Compactors  Self-Contained Compactors  Apartment Compactors  Pak-Man Compactors  Accu-Pak Compactors  Vertical Balers  Container Lifters  Compaction Factory Options</p> <p>4. Galbreath Mobile product offering consist of the following:  Cable Hoists  Hook Hoists  Container Delivery Units  Trail Hoist Trailers  Pup Trailers  Roll Off Trailers  Tarps  Mobile Factory Options</p> <p>5. Amrep Mobile product offering consist of the following:  Cable Hoists  Chain Hoists  Pup Trailers  Transfer/Pull Trailers  Tarps  Mobile Factory Options</p> <p>Additional product information can be found by visiting our website at <a href="http://www.wastequip.com">www.wastequip.com</a></p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <p>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products.</p> <p>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.</p> <p>3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers. *
67	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid *
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product. *
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. *
70	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use. *

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Wastequip will measure our performance of an awarded contract by the following methods:</p> <ol style="list-style-type: none"> <li>1. Comparing a Previous Year to Current Year Sales Analysis</li> <li>2. Track and monitor Quote activity</li> <li>3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls</li> <li>4. Maintain onboard sale training for new associates and refresher training for existing associates.</li> </ol>
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<ol style="list-style-type: none"> <li>1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed.</li> <li>2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors.</li> <li>3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.</li> </ol>



## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
  - [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
  - [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
  - [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

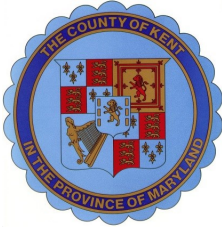
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621</b> Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621</b> Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



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**2025 Meeting Calendar**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Annual Meeting Schedule

**ATTACHMENTS:**

Description

Commissioners Meeting Calendar 2025

# January 2025

(Subject to Change)

February 2025

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31 <b>No Meeting Holiday</b>	1 <b>Holiday</b> <u>New New Year's Day</u>	2	3	4
5	6	7 Night Meeting Legislative Day	8	9	10	11
12	13	14 Day Meeting	15	16	17	18
19	20 <b>Holiday</b> <u>Martin Luther King, Jr. Day</u>	21 <b>No Meeting Holiday</b>	22	23	24	25
26	27	28 Day Meeting	29	30	31	1

# February 2025

(Subject to Change)

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4 Night Meeting Legislative Day	5	6	7	8
9	10	11 Day Meeting	12	13	14	15
16	17 <b>Holiday</b> <u>Presidents' Day</u>	18 <b>No Meeting</b> <b>Holiday</b>	19	20	21	22
23	24	25 Day Meeting	26	27	28	1

# March 2025

(Subject to Change)

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	1
2	3	4 Night Meeting Legislative Day	5	6	7	8
9	10	11 Day Meeting	12	13	14	15
16	17	18 Night Meeting Legislative Day	19	20	21	22
23	24	25 Day Meeting	26	27	28	29
30	31	1	2	3	4	5

# April 2025

(Subject to Change)

May 2025

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 Night Meeting Legislative Day	2	3	4	5
6	7	8 Day Meeting	9	10	11	12
13	14	15 Night Meeting Legislative Day	16	17	18	19
20	21	22 Day Meeting	23	24	25	26
27	28	29	30	1	2	3



# May 2025

(Subject to Change)

June 2025

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
4	5	6 Night Meeting Legislative Day	7	8	9	10
11	12	13 Day Meeting	14	15	16	17
18	19	20 Night Meeting Legislative Day	21	22	23	24
25	26 <b>Holiday</b> <u>Memorial Day</u>	27 <b>No Meeting</b> <b>Holiday</b>	28	29	30	31

# June 2025

(Subject to Change)

July 2025

Su	Mo	Tu	We	Th	Fr	Sa
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Night Meeting Legislative Day	4	5	6	7
8	9	10 Day Meeting	11	12	13	14
15	16	17 No Meeting Holiday	18	19 <u>Holiday</u> <u>Juneteenth</u>	20	21
22	23	24 Day Meeting	25	26	27	28
29	30	1	2	3	4	5

# July 2025

(Subject to Change)

August 2025

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1 <b>No Meeting Holiday</b>	2	3	4 <b>Holiday</b> <u>Independence Day</u>	5
6	7	8  Day Meeting	9	10	11	12
13	14	15  Night Meeting Legislative Day	16	17	18	19
20	21	22  Day Meeting	23	24	25	26
27	28	29  Day Meeting	30	31	1	2

# August 2025

(Subject to Change)

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5 Night Meeting Legislative Day	6	7	8	9
10	11	12 <b>NO MEETING</b> <b>MACo</b> <b>Conference</b>	13	14	15	16
17	18	19 Night Meeting Legislative Day	20	21	22	23
24	25	26 Day Meeting	27	28	29	30
31	1	2	3	4	5	6

# September 2025

(Subject to Change)

October 2025

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 <b><u>Holiday</u></b> <b><u>Labor Day</u></b>	2 <b>No Meeting</b> <b>Holiday</b>	3	4	5	6
7	8	9  Day Meeting	10	11	12	13
14	15	16 Night Meeting Legislative Day	17	18	19	20
21	22	23  Day Meeting	24	25	26	27
28	29	30  Day Meeting	1	2	3	4

# October 2025

(Subject to Change)

November 2025

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
5	6	7 Night Meeting Legislative Day	8	9	10	11
12	13 <b><u>Holiday</u></b> <b><u>Columbus Day</u></b>	14 <b>No Meeting</b> <b>Holiday</b>	15	16	17	18
19	20	21 Night Meeting Legislative Day	22	23	24	25
26	27	28 Day Meeting	29	30	31	1

# November 2025

(Subject to Change)

December 2025

Su	Mo	Tu	We	Th	Fr	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4 Night Meeting Legislative Day	5	6	7	8
9	10	11 <b>No Meeting Holiday</b> <u>Veterans Day</u>	12	13	14	15
16	17	18 Night Meeting Legislative Day	19	20	21	22
23	24	25 <b>No Meeting Holiday</b>	26	27 <b><u>Holiday</u></b> <b><u>Thanksgiving Day</u></b>	28 <b><u>Holiday</u></b> <b><u>Day After</u></b> <b><u>Thanksgiving</u></b>	29
30	1	2	3	4	5	6

# December 2025

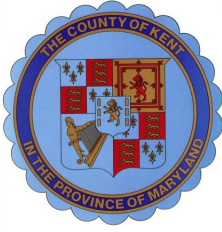
(Subject to Change)

January 2026

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2 Night Meeting Legislative Day	3	4	5	6
7	8	9 <b>NO MEETING</b> MACo Conference	10	11	12	13
14	15	16 Night Meeting Legislative Day	17	18	19	20
21	22	23 No Meeting Holiday	24 <u>Holiday</u> <u>Christmas Eve</u>	25 <u>Holiday</u> <u>Christmas</u>	26	27
28	29	30 No Meeting Holiday	31	1 <u>Holiday</u> <u>New Year's Day</u>	2	3





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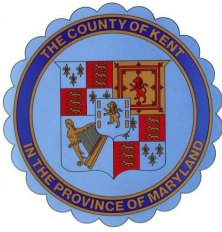
**Citizen Interest Form Received For Planning Commission  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

Thank You For Your Interest Letter

**ATTACHMENTS:**

Description



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## **Procedures For Public Comment 10/22/2024 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

10.22.24 Public Comment Sign In Sheet

Procedures for Public Comment

**PUBLIC COMMENTS  
SIGN IN SHEET  
October 22, 2024**

NAME (please print)	ADDRESS	TOPIC

**ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.**



## Office of The County Commissioners

### Press and Public Comments

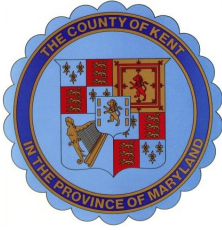
Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

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](mailto:kentcounty@kentgov.org)



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**Andy Fish, Senior Director, Office of Finance Programs, Maryland  
Department of Commerce**

**10/22/2024**

**County Commissioners Meeting**

**Item Summary:**

Re-allocation of Maryland State Ceiling, Private Activity Bond Allocation

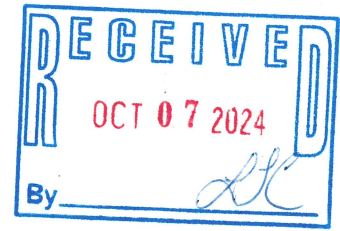
**ATTACHMENTS:**

**Description**

10.22.24 Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce, Re-allocation of Maryland State Ceiling, Local Share of Private Activity Bond Allocation



Wes Moore | Governor  
Aruna Miller | Lt. Governor  
Kevin A. Anderson | Secretary of Commerce  
Signe Pringle | Deputy Secretary of Commerce



September 30, 2024

The Honorable Ronald H. Fithian  
President  
Board of County Commissioners of Kent County  
Kent County Government Center  
400 High Street  
Chestertown, Maryland 21620

**SUBJECT:** Re-allocation of Maryland State Ceiling

Dear Commissioner Fithian:

Effective January 1<sup>st</sup> of each year the Office of Commerce (the "Department") notifies each jurisdiction of their share of the Private Activity Bond allocation pursuant to Section 13-805 of the Financial Institutions Article of the Annotated Code of Maryland. On October 1<sup>st</sup>, all unused allocation reverts to the Department where it is pooled in the Secretary's Reserve and available for re-allocation until the December 31<sup>st</sup> expiration.

Based upon issuance reports to the Department, the remaining unused amount of the Maryland State Ceiling for Private Activity Bonds in 2024 reverting to the Secretary's Reserve is \$309,012,650. Additionally, unused housing allocation transferred to the Community Development Administration (the "CDA") is \$330,898,475. See the attached exhibit A.

Requests for re-allocation from the Secretary's Reserve should be submitted to the Department and for housing to the CDA in accordance with Section 13-801 et. seq. of the Financial Institutions Article of the Annotated Code.

Should you have questions regarding the allocation, please contact Rahel Kidane at 410-767-6357 or by email at [rahel.kidane@maryland.gov](mailto:rahel.kidane@maryland.gov).

Sincerely,

DocuSigned by:

Andy Fish

Senior Director, Office of Finance Programs

Enclosure

cc: Ms. Jamie Williams, Director & CEO, Kent County Office of Tourism & Economic Development

**EXHIBIT A**  
**Maryland Department of Commerce**  
**Private Activity Bond Maryland State Ceiling Allocations\***

**Re-allocation of Maryland State Ceiling Allocations - October 1, 2024**

<b>2024 Maryland State Ceiling January 1, 2024</b>	<b>\$772,531,625.00</b>
<hr/>	
<b>Initial Allocations January 1, 2024 through September 30, 2024</b>	
<b>County Allocations</b>	
Housing Bonds	\$ 270,386,069.00
Non-Housing Bonds	\$ 92,703,795.00
Bonus Non-Housing Bonds	\$ 23,175,949.00
<b>Municipal Bonds</b>	\$ 19,313,290.00
<b>Community Development Administration (CDA) Bonds</b>	\$ 193,132,906.00
<b>Secretary's Reserve</b>	\$ 173,819,616.00
<b>2021 Initial Allocation Total</b>	<b>\$ 772,531,625.00</b>
<b>Private Activity Housing Bonds Allocation Unused and Remains with the Local issuers</b>	
Prince George's County -Allocation will remain with the county pursuant to Section 13-805(2) **	\$ 41,420,500.00
	<b>\$ 41,420,500.00</b>
<b>Private Activity Bonds Issued January 1, 2024 through September 30, 2024</b>	
County Housing Bonds issued in 2024 against 2024 Allocation	\$ 91,200,000.00
<b>Total</b>	<b>\$ 91,200,000.00</b>

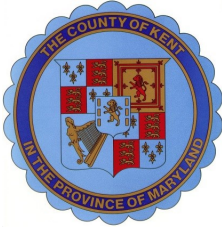
**Unused Bond Allocation Transfers\***

<b>Unused Housing Bonds</b>	
Transferred to CDA October 1, 2024	
Unused County Housing Bonds	\$ 137,765,569.00
Unused CDA Bonds	\$ 193,132,906.00
<b>Total Transferred to CDA Allocation</b>	<b>\$ 330,898,475.00</b>
<b>Other Unused Bonds</b>	
Transfer to Secretary's Reserve October 1, 2024	
Unused County Non-Housing Bonds	\$ 115,879,744.00
Unused Municipal Bonds	\$ 19,313,290.00
Unused Secretary's Reserve	\$ 173,819,616.00
<b>Total Transferred to Secretary's Reserve</b>	<b>\$ 309,012,650.00</b>

Note:

\* Terms and calculations per the Maryland Financial Institutions Article Sections 13-801 through 13-807 (Bond Allocation Authority)

\*\* The allocation will remain with Prince George's County the earlier of issuance of the bonds or November 14. If the bonds not issued on or before November 14, 2024, it shall revert to the CDA on November 15, 2024-pursuant to 13-805(3)(b)



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**Donna Gunning, Assistant State Superintendent, Division of Financial  
Planning, Operations, and Strategy, Maryland State Department of  
Education  
10/22/2024  
County Commissioners Meeting**

**Item Summary:**

FY2025 Kent County Public Schools Maintenance of Effort Certification

**ATTACHMENTS:**

**Description**

10.22.24 Donna Gunning, Assistant State Superintendent, Division of Financial Planning, Operations, and Strategy, Maryland State Department of Education, Maintenance of Effort Certification Approved





Carey M. Wright, Ed.D.  
State Superintendent of Schools

September 26, 2024

Dr. Mary Boswell-McComas, Superintendent,  
Kent County Public Schools  
5608 Boundary Ave.  
Rock Hall, MD 21661

Dear Dr. Boswell-McComas,

This letter is to acknowledge the receipt of the FY 2025 Maintenance of Effort (MOE) Certification Statement, the Annual Budget Certification and the supporting budget detail for Kent County Public Schools. The Maintenance of Effort Certification is approved.

If any figures should change after this approval letter, please prepare and submit revised forms, complete with certifying signatures.

Sincerely,

Donna Gunning  
Assistant State Superintendent  
Division of Financial Planning, Operations, and Strategy

DMG:JK

C: ✓ Shelley L. Heller, County Administrator, Kent County Government  
Patricia M. Merritt, Finance Officer, Kent County Government  
Alleesa Stewart, Chief Financial Officer, Kent County Public Schools

**MOE CERTIFICATION STATEMENT  
STATE SHARE OF THE FOUNDATION PROGRAM  
FOR FISCAL YEAR 2025  
Kent**

Education Article Section 5-235 requires a county governing body to levy and appropriate an annual tax sufficient to provide an amount of revenue for elementary and secondary public education equal to the greater of the following:

**A. Local Share of Major State Aid Programs, as adjusted, for Fiscal Year 2025** 19,828,130

**AND**

The greater of the product of Enrollment Count for the current fiscal year and the local appropriation on a per pupil basis for the prior fiscal year, using Enrollment Count.

Fiscal Year 2024 Highest Net Local Appropriation to the School Operating Budget*		\$	<u>19,654,557</u>
--	--	----	-------------------

**Divided by**

Enrollment Count for Fiscal Year 2023			<u>1,718.92</u>
---------------------------------------	--	--	-----------------

Fiscal Year 2024 Per Pupil Appropriation			<u>11,434.25</u>
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**Multiplied by**

Enrollment Count for Fiscal Year 2024			<u>1,658.75</u>
---------------------------------------	--	--	-----------------

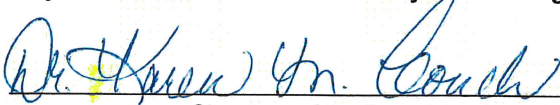
Equals

**B. Maintenance of Effort Level for FY 2025** 18,966,562

Required minimum Local Appropriation for FY 2025		\$	<u>19,828,130</u>
--	--	----	-------------------

In accordance with Education Article Section 5-235,  
I hereby certify that the above information is correct and that  
is the Net Local Appropriation\* that will be provided to the  
County Board of Education from County sources beginning July 1, 2024.

\$20,382,670

  
\_\_\_\_\_  
Signature of the Superintendent of Schools

6/12/2024  
Date

This Certification is to be submitted to the Maryland State Department of Education no later than  
**7 days after approval of the Budget or June 30, which ever is earlier**

\* See next page for instructions on this calculation (amounts shown from line H)

**ADJUSTMENTS TO LOCAL APPROPRIATION  
Kent**

	<u>FY 2024</u>		<u>FY 2025</u>
A. Operating Budget Appropriation	19,654,557	\$	20,382,670
<b>Plus:</b>			
B. Supplemental Appropriations*	-		
C. Total Appropriation (A+ B)	<u>19,654,557</u>	\$	<u>20,382,670</u>
<b>Less:</b>			
D. Approved Nonrecurring Costs - FY 2024**			
<i>Please itemize total approved nonrecurring cost by exclusion category</i>			
1 _____			
2 _____			
3 _____			
4 _____			
Total Nonrecurring Costs:	<u>-</u>	\$	<u>-</u>
E. Program Shifts Between County and Board Budgets*			
1 _____			
2 _____			
3 _____			
Total Program Shifts:	<u>-</u>	\$	<u>-</u>
F. Debt Service (If included in appropriation)	<u>\$ -</u>	\$	<u>-</u>
G. Other Reconciling Items*/***			
1 _____	\$ -		
2 _____	\$ -		
Total Other Reconciling Items:	<u>-</u>	\$	<u>-</u>
H. Net Local Appropriation (C-D-E-F-G)****	<u><u>19,654,557</u></u>	\$	<u><u>20,382,670</u></u>

\* Provide detail separately

\*\* Allowable to the extent that the Appropriation exceeds the required local appropriation.

\*\*\* Per Education Article Section 5-235(c)(1)(iv), if applicable, please prepare a separate calculation of this amount and attach to this form.

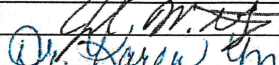
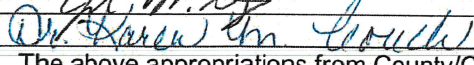
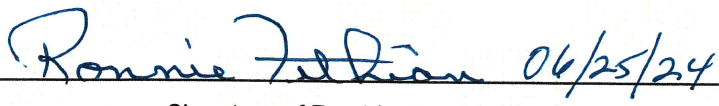
\*\*\*\* Supplemental Appropriations are not included in the calculation of FY 2024 Net Local Appropriation.

Revised 5/30/2024

(Local Unit)  
**ANNUAL BUDGET**  
 for the Fiscal Year Ending June 30, 20\_\_

Authorized under §5-101, §5-102, and §5-111 of  
*Education Article of the Annotated Code of Maryland*

Refer to the *Financial Reporting Manual for Maryland Public Schools, Revised 2014*  
 for definitions of accounts to be reported on this budget.

CERTIFICATION STATEMENT	
<p>To the Board of County Commissioners or the County/City Council:            In accordance with the requirements of the Acts of the General Assembly, and the rules and regulations of the State Board of Education, and on and with the advice of the State Superintendent of Schools, the Board of Education herewith submits the itemized school budget, showing the financial needs and estimated federal, state, local, and other revenue sources of the County/City for Current Expenses, School Construction, and Debt Service.</p>	
<p>Agreeably, thereto you are hereby requested to provide from <b>County/City</b> sources the following appropriation, respectively:</p>	
Current Expense – Recurring Local Appropriation	\$20,382,670
Current Expense – Nonrecurring Local Appropriation	\$
Total Local Appropriation	\$20,382,670
School Construction	\$1,748,910
Debt Service	\$
Duly submitted by: Alleesa Stewart	Date: June 12, 2024
	, President
	, Secretary
<p>The above appropriations from County/City sources have been approved.</p> <div style="text-align: center;">             _____            Signature of President or Chair            of the County/City Council or County Commissioners         </div>	
Preparer – Alleesa Stewart, MBA	
Telephone – (410) 778-7123	
Date – June 11, 2024	

**FY 2025 Local Education Agency Annual Budget**

Kent County Public Schools  
Local Unit

**CURRENT EXPENSE FUND REVENUE**

<b>REVENUE</b>		
<b>LOCAL APPROPRIATION</b>	1.1.01.00.00.0.00	\$ 20,382,670.00
<b>OTHER REVENUE*</b>	1.1.05.XX.XX.0.00	\$ -
<b>STATE REVENUE</b>		
Foundation Program	1.1.20.01.XX.X.XX	\$2,697,067.00
Compensatory Education	1.1.20.02.XX.X.XX	\$3,289,677.00
Formula Grants for Specific Populations	1.1.20.05.XX.X.XX	\$ -
Children with Disabilities**	1.1.20.07.49.X.XX	\$ 859,659.00
Nonpublic Placements	1.1.20.07.50.X.XX	\$ 100,000.00
Innovative Programs	1.1.20.13.XX.X.XX	\$ -
English Learners (LEP)	1.1.20.24.XX.X.XX	\$ 365,772.00
Guaranteed Tax Base	1.1.20.25.XX.X.XX	\$ -
Student Transportation-Formula	1.1.20.39.78.X.XX	\$2,011,499.00
Student Transportation-Students with Disabilities	1.1.20.39.79.X.XX	\$ 32,000.00
Teacher Development (Stipends and Bonuses)	1.1.20.55.XX.X.XX	\$ -
Transitional Education Program- Hoyer Grants	1.1.20.57.XX.X.XX	\$ -
PreK Expansion Grant	1.1.20.59.XX.X.XX	\$ -
Blueprint - Concentration of Poverty	1.1.20.61.XX.X.XX	\$ 865,305.00
Blueprint - Prekindergarten Formula Grant	1.1.20.62.XX.X.XX	\$ 294,241.00
Blueprint - College and Career Ready (CCR)	1.1.20.63.XX.X.XX	\$ 9,531.00
Blueprint - Transitional Supplemental Instruction (TSI)	1.1.20.66.XX.X.XX	\$ 40,718.00
Blueprint - National Board Salary Increases	1.1.20.70.XX.X.XX	\$ 6,082.00
Blueprint - Comparable Wage Increase	1.1.20.71.XX.X.XX	\$ -
Blueprint - Education Effort	1.1.20.72.XX.X.XX	\$ -
Blueprint - Transition Grants	1.1.20.73.XX.X.XX	\$ 854,327.00
<b>Other***</b>	1.1.20.99.XX.X.XX	\$ 30,207.00
<b>TOTAL STATE REVENUE</b>	<b>1.1.20.XX.XX.X.XX</b>	<b>\$ 11,456,085.00</b>
<b>FEDERAL REVENUE</b>		
Impact Aid (P.L. 874)	1.1.30.01.00.X.XX	\$ -
ESEA Title I	1.1.30.02.03.X.XX	\$1,147,625.65
ESEA Title II	1.1.30.02.04.X.XX	\$ 203,074.34
ESEA Title III	1.1.30.02.05.X.XX	\$ 941.00
ESEA Title IV	1.1.30.02.06.X.XX	\$ 132,450.23
Individuals with Disabilities	1.1.30.02.07.X.XX	\$1,445,420.72
Career and Technology Education	1.1.30.02.08.X.XX	\$ 34,421.00
School Lunch and Child Nutrition	1.1.30.02.09.X.XX	\$ -
Adult Education	1.1.30.02.10.X.XX	\$ -
Head Start	1.1.30.02.11.X.XX	\$ -
Job Training and Partnership Act	1.1.30.02.12.X.XX	\$ -
ESSER I (CARES)	1.1.30.06.01.X.XX	\$ -
ESSER II (CRRSA)	1.1.30.06.02.X.XX	\$ -
GEER I (CARES)	1.1.30.06.03.X.XX	\$ -
GEER II (CRRSA)	1.1.30.06.04.X.XX	\$ -
Corona Relief Fund	1.1.30.06.05.X.XX	\$ -
State and Local Fiscal Relief Funds - Transitional Supp. Inst.	1.1.30.07.01.X.XX	\$ -
State and Local Fiscal Relief Funds - Summer School	1.1.30.07.02.X.XX	\$ 6,751.88
State and Local Fiscal Relief Funds - Trauma/Beh. Health	1.1.30.07.03.X.XX	\$ 2,694.94
State and Local Fiscal Relief Funds - Supplemental Instruction Tutoring	1.1.30.07.04.X.XX	\$ 109,333.98
State and Local Fiscal Relief Funds - Tutoring	1.1.30.07.07.X.XX	\$ -
State and Local Fiscal Relief Funds - Reopening School	1.1.30.07.08.X.XX	\$ -
ESSER III (ARP)	1.1.30.07.05.X.XX	\$ 829,860.78
<b>Other***</b>		\$7,415,889.46
<b>TOTAL FEDERAL REVENUE</b>	<b>1.1.30.XX.XX.X.XX</b>	<b>\$ 11,328,463.98</b>
<b>OTHER RESOURCES/TRANSFERS****</b>	1.1.99.99.XX.X.XX	\$ -
<b>TOTAL REVENUE</b>		<b>\$ 43,167,218.98</b>
<b>PRIOR BALANCE AVAILABLE</b>	1.1.40.00.XX.X.XX	\$ 1,704,732.00
<b>TOTAL REVENUE, TRANSFERS AND FUND BALANCE</b>		<b>\$ 44,871,950.98</b>

\* Tuition, payments and fees, earnings on investments, rentals, gifts and other non-state, non-federal revenue sources.

\*\* ONLY include formula funding. Nonplacement funding should be included on the appropriate line.

\*\*\* Add lines or specify on attached listing as needed for all other fund sources in the Current Expense Fund.

\*\*\*\*Nonrevenue and transfers.

**Annual Budget**  
**Kent County Public Schools**  
**Local Unit**  
**2024 - 2025**  
**Current Expense Fund Revenue**

**Other Revenue Detail**

Tuition-Out of County	\$ 35,000
Other	\$ 155,000
MABE Grant	\$ 20,000
Aging Schools	\$ 155,052
Parks & Rec - Rent	\$ 10,000
	<b>\$ 375,052</b>

**State Revenue Detail**

Judy Center	\$ 990,000
Infants and Toddlers	\$ 43,920
Fine Arts Initiative	\$ 3,822
Pre-K & Kindergarten	\$ 215,115
Safe Schools	\$ 104,916
School Resource Officer	\$ 35,714
Other State	\$ 1,228,276
	<b>\$ 2,621,763</b>

**Federal Revenue Detail**

DORS	\$ 113,120
Medical Assistance	\$ 278,000
MA - Federal CO	\$ 532,450
MA - I&T CO	\$ 40,196
MD-Leads Grant	\$ 3,633,616
Food Service Discretionary Grant	\$ 80,943
Other Federal	\$ 115,801
	<b>\$ 4,794,127</b>

**Other Resources**

Fund Balance	<b>\$ 1,704,732</b>
--------------	---------------------

**FY 2025 ANNUAL BUDGET**

Kent County Public Schools  
Local Unit

**CURRENT EXPENSE FUND EXPENDITURES**

**SUMMARY BY CATEGORY AND OBJECT**

Category	Salaries and Wages 1	Contracted Services 2	Supplies and Materials 3	Other Charges 4	Equipment 5	Transfers 8	Total
1201 Administration	\$1,291,525	\$308,392	\$37,172	\$130,426	\$	\$	\$ 1,767,515.00
1202 Mid-level Administration							
Office of the Principal	\$ 1,505,312.00	\$ 65,000.00	\$ 24,708.00	\$ 50,000.00	\$ -	\$ -	\$ 1,645,020.00
Administration & Supervision	\$ 625,831.00	\$ 500.00	\$ 8,265.00	\$ 19,060.00	\$ -	\$ -	\$ 653,656.00
1203 Instructional Salaries	\$ 11,319,827.00					\$ -	\$ 11,319,827.00
1204 Textbooks & Instructional Supplies			\$ 208,204.00			\$ -	\$ 208,204.00
1205 Other Instructional Costs		\$ 296,092.00		\$ 350,648.00	\$ 240,092.00	\$ -	\$ 886,832.00
1206 Special Education	\$ 3,086,000.00	\$ 9,325.00	\$ 17,115.00	\$ 13,000.00	\$ -	\$ 387,500.00	\$ 3,512,940.00
1207 Student Personnel Services	\$ 531,109.00	\$ -	\$ 2,000.00	\$ 6,400.00	\$ -	\$ -	\$ 539,509.00
1208 Health Services	\$ 106,595.00	\$ 425,840.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 534,935.00
1209 Student Transportation	\$ 820,940.00	\$ 655,859.00	\$ 240,418.00	\$ 291,030.00	\$ 35,252.00	\$ -	\$ 2,043,499.00
1210 Operation of Plant	\$ 857,402.00	\$ 124,900.00	\$ 65,000.00	\$ 1,086,501.00	\$ -	\$ -	\$ 2,133,803.00
1211 Maintenance of Plant	\$ 294,041.00	\$ 212,746.00	\$ 130,964.00	\$ 24,550.00	\$ 27,200.00	\$ -	\$ 689,501.00
1212 Fixed Charges				\$ 7,438,194.00		\$ -	\$ 7,438,194.00
1213 Food Service						\$ -	\$ -
1214 Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1215 Capital Outlay	\$ -	\$ 170,052.00	\$ -	\$ -	\$ -	\$ -	\$ 170,052.00
Undistributed Federal Funds	\$ 5,535,311.21	\$ 570,990.08	\$ 462,294.42	\$ 4,533,455.89	\$ -	\$ 226,412.38	\$ 11,328,463.98
<b>TOTAL EXPENDITURES</b>	<b>\$25,973,893</b>	<b>\$2,839,696</b>	<b>\$1,198,640</b>	<b>\$ 13,943,264.89</b>	<b>\$ 302,544.00</b>	<b>\$ 613,912.38</b>	<b>\$ 44,871,950.98</b>

Supplementary Information:	
Expenditures for Adult Education	\$
Expenditures for Summer School	\$

**FY 2024 ANNUAL BUDGET**

**Kent County Public Schools  
Local Unit**

**FULL-TIME EQUIVALENT STAFF EMPLOYED**

POSITION TYPE	Total FTE	Adminis- tration 01	Mid-level Administration 02		Instructional Salaries & Wages 03	Special Education 06	Student Personnel Services 07
			Office of Principal	Administration & Supervision			
Superintendent, Deputy, Assc, Asst	1.00	1.00		0.00			
Directors, Coord., Superv., Specialists	11.45	3.10	0.00	3.90	0.00	1.45	1.00
Principal	5.00		5.00			0.00	
Vice Principal	4.00		4.00			0.00	
Teachers	143.63				118.40	25.23	
Therapists	5.41					5.41	
Guidance Counselor	7.00				7.00		
Librarian	1.00	0.00		0.00	1.00		
Psychologist	2.00				2.00		
Pupil Personel & School Social Workers	5.00						5.00
Nurse	0.00						
Other Professional Staff	20.00	8.50	10.50	0.00		0.00	0.00
Secretaries and Clerks	8.00	1.00	0.00	3.00		1.00	1.00
Bus Drivers	0.00						
Aides - Paraprofessionals	40.10	0.00	0.00	0.00	26.00	14.10	0.00
Other Staff	44.50	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FTE STAFF</b>	<b>298.09</b>	<b>13.60</b>	<b>19.50</b>	<b>6.90</b>	<b>154.40</b>	<b>47.19</b>	<b>7.00</b>



**FY 2025 ANNUAL BUDGET**

**Kent County Public Schools  
Local Unit**

**FULL-TIME EQUIVALENT STAFF EMPLOYED**

POSITION TYPE	Health Services 08	Student Transportation 09	Operation of Plant 10	Maintenance of Plant 11	Food Services 13	Community Services 14	Capital Outlay 15
Superintendent, Deputy, Assc, Asst							
Directors, Coord., Superv., Specialists	1	0.75	0.2	0.05	0		
Principal							
Vice Principal							
Teachers							
Therapists							
Guidance Counselor							
Librarian							
Psychologist							
Pupil Personnel & School Social Workers							
Nurse	0						
Other Professional Staff	0	0	0	0	1		
Secretaries and Clerks	0	1	0.5	0.5	0		
Bus Drivers		0					
Aides - Paraprofessionals	0	0	0	0	0		
Other Staff	0	0.5	18	4.2	21.8		
<b>TOTAL FTE STAFF</b>	<b>1.00</b>	<b>2.25</b>	<b>18.70</b>	<b>4.75</b>	<b>22.80</b>	<b>0.00</b>	<b>0.00</b>

**FY 2025 ANNUAL BUDGET**

Kent County Public Schools  
Local Unit

**SCHOOL CONSTRUCTION FUND  
REVENUES AND EXPENDITURES**

ACCOUNT		AMOUNT
<b>REVENUES</b>		
LOCAL APPROPRIATIONS	3.1.01.00.00.0.00	\$ 1,748,910.00
<b>OTHER REVENUE</b>		
Earnings on Investments	3.1.05.30.00.0.00	
Rental Income	3.1.05.35.00.0.00	
Other	3.1.05.99.00.0.00	
TOTAL OTHER REVENUE		\$ -
<b>STATE</b>		
Construction Aid	3.1.20.45.00.0.00	
Other	3.1.20.99.00.0.00	\$ 1,822,090.00
TOTAL STATE		\$ 1,822,090.00
<b>OTHER RESOURCES</b>		
Sale of Equipment	3.1.99.01.00.0.00	
Net Insurance Recovery	3.1.99.02.00.0.00	
Sale of Bonds	3.1.99.03.00.0.00	
State Loans	3.1.99.04.00.0.00	
Interfund Transfers	3.1.99.20.00.0.00	
Other	3.1.99.99.00.0.00	
TOTAL OTHER RESOURCES		\$ -
<b>TOTAL REVENUE/OTHER RESOURCES</b>		<b>\$ 3,571,000.00</b>
<b>EXPENDITURES</b>		
Land and Land Improvements	3.2.15.34.XX.X.XX	
Buildings and Additions	3.2.15.35.XX.X.XX	\$ 3,571,000.00
Remodeling	3.2.15.36.XX.X.XX	
Interfund Transfers	3.2.99.20.00.8.86	
TOTAL EXPENDITURES		<b>\$ 3,571,000.00</b>

NOTE: Total Revenue must equal Total Expenditures

MSDE-LAB 1/2024

**FY 2025 ANNUAL BUDGET**

Kent County Public Schools  
Local Unit

**DEBT SERVICE FUND**

**REVENUES AND EXPENDITURES**

ACCOUNT	AMOUNT
<b>REVENUES</b>	
LOCAL APPROPRIATIONS	4.1.01.00.00.0.00
OTHER REVENUE	4.1.05.99.XX.X.XX
<b>STATE</b>	
Construction Aid	4.1.20.45.00.0.00
Other	4.1.20.99.00.0.00
<b>TOTAL STATE</b>	\$ -
<b>OTHER RESOURCES</b>	
Interfund Transfers	4.1.99.20.00.0.00
Other	4.1.99.99.00.0.00
<b>TOTAL OTHER RESOURCES</b>	\$ -
<b>TOTAL REVENUE</b>	\$ -
<b>EXPENDITURES</b>	
OTHER CHARGES - Miscellaneous	4.2.00.00.00.4.99
<b>PRINCIPAL</b>	
County Long-Term Bonds	4.2.00.00.00.6.61
State Loan	4.2.00.00.00.6.62
<b>TOTAL PRINCIPAL</b>	\$ -
<b>INTEREST</b>	
County Long-Term Bonds	4.2.00.00.00.7.61
State Loan	4.2.00.00.00.7.62
<b>TOTAL INTEREST</b>	\$ -
<b>TOTAL DEBT SERVICE</b>	\$ -

NOTE: Total Revenue must equal Total Expenditures

MSDE - LAB 1/2024

**FY 2025 ANNUAL BUDGET**

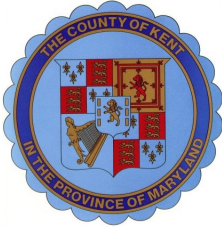
Kent County Public Schools  
Local Unit

**CURRENT EXPENSE FUND**

**SPECIAL EDUCATION ADDENDUM**

ACCOUNT		AMOUNT
<b>SPECIAL PROGRAMS FOR THE HANDICAPPED</b>		
<b>INSTRUCTIONAL PROGRAMS</b>		
PUBLIC SCHOOL PROGRAMS	1.2.06.04.00.X.XX	\$
STATE INSTITUTIONS	1.2.06.06.00.X.XX	
NONPUBLIC SCHOOL PROGRAMS	1.2.06.07.00.X.XX	\$ 375,000.00
STAFF DEVELOPMENT	1.2.06.09.00.X.XX	
SCHOOL ADMINISTRATION	1.2.06.15.00.X.XX	\$ 241,572.00
SCHOOL INSTRUCTIONAL SUPPORT	1.2.06.16.00.X.XX	\$ 2,896,368.00
NONDISTRIBUTED EXPENDITURES (Substitute Salaries)		\$
<b>TOTAL SPECIAL EDUCATION</b>		<b>\$ 3,512,940.00</b>

MSDE - LAB 1/2024



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**American Rescue Plan Act (ARPA) Funds Spend Plan  
10/22/2024  
County Commissioners Meeting**

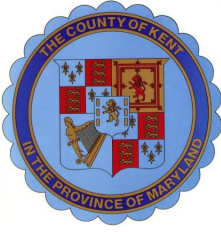
**ATTACHMENTS:**

**Description**

10-8-2024 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND  
AS OF COMMISSIONER MEETING MINUTES DATED  
10/8/2024**

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	
Courthouse Lobby Alteration project	Buildings & Grounds -Circuit Co	13,971	09/24/24	13,971	
<b>Total Amount of Funds Committed</b>		<u>\$ 3,700,048</u>		<u>\$ 3,430,048</u>	
<b>Amount of ARPA Funds</b>		3,766,777		3,766,777	
<b>Balance of ARPA Funds Remaining</b>		<u>\$ 66,729</u>		<u>\$ 336,729</u>	



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## **Contingency and Use of Fund Balance Report 10/22/2024 County Commissioners Meeting**

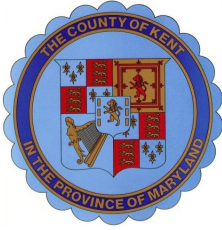
### **ATTACHMENTS:**

#### **Description**

10-8-2024 Commissioner Report Contingency







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## **Village at Kennedyville - Status Update 10/22/2024 County Commissioners Meeting**

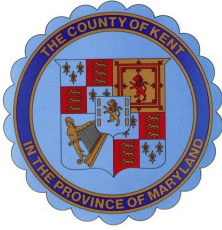
### **Item Summary:**

Legal Advice

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b)(7)  
To consult with counsel to obtain legal advice.

### **ATTACHMENTS:**

Description



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**10/22/2024**  
**County Commissioners Meeting**

**Item Summary:**

Legal Advice and Pending or Potential Litigation

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

**ATTACHMENTS:**

Description