

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

November 19, 2024

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

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

Public Notices

Agricultural Land Preservation District Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, October 29, 2024

#2 - Liquor Minutes, October 29, 2024

#3 - Public Hearing Minutes, October 29, 2024

#4 - Closed Session Minutes, October 29, 2024

#5 - Jill Coleman, Director, Parks and Recreation

State and Local Parks - Play Area Accessibility - Recreation Communication Board
Pilot Program

#6 - Jill Coleman, Director, Parks & Recreation; Carrie Klein, Deputy Director, Public Works
Renaming AA Ball Field

#7 - Bill Mackey, Director, Planning, Housing, and Zoning
Animal Care Shelter

#8 - Pete Landon, Director, Office of Emergency Services
Motorola Solutions Radio Purchase

#9 - Dr. Mary Boswell-McComas, Superintendent, Kent County Public Schools
Letter of Support

Proclamation

Robyn Brayton, The Old Kent Chapter of the Daughters of the Revolution
American Indian Heritage Month November 2024

Recognition

Jill Coleman, Director, Parks and Recreation
Volunteer Volleyball Coaches

County Attorney

Thomas N. Yeager, County Attorney
Legislative Session Protocol

Legislative Session

Pete Landon, Director, Office of Emergency Services

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

County Attorney

Thomas N. Yeager, County Attorney
Alcoholic Beverage Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing
Bilal Mustafa, President
Hassan Mahmood, Vice President
M&M Rock Hall, LLC dba Rock Hall One Stop Shop
Class A, Beer, Wine, and Liquor

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
License Update
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
2024 PD-48 Chestertown Volunteer Fire Company, Beer and Wine, November 8, 2024

Appointments

James Cook, Mayor, and Robert S. Resele, Town Manager, Town of Rock Hall
Legislative Bond Initiative, Water Plant Filtration
James Cook, Mayor, and Robert S. Resele, Town Manager, Town of Rock Hall
Legislative Bond Initiative, Pump Stations (1,2,3)
Annie Richards, Chester River Keeper, ShoreRivers
Program Presentation And Request For Support

Human Resources Director

Jim Miller, Director, Human Resources
Maintenance Worker I Vacancy (Buildings/Grounds)

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance and Chris Lehman, Engagement Partner, SB and Company
FY2024 Audited Financial Statements
Auditor's Presentation
Rosemary Ramsey Granillo, Director, Kent County Local Management Board
FY2025 Healthy Families Home Visiting Program contract with Queen Anne's County Department of Health
Bill Mackey, Director, Planning, Housing, and Zoning
Letter of Response re Edmonds Creek 5MW Utility-Scale Solar
Bill Mackey, Director, Planning, Housing, and Zoning
Letter of Response re Rock Hall 3MW Utility-Scale Solar

Public Works Director

Dan Mattson, Director, Public Works

FY2025 Vehicle Order - Various Departments

Dan Mattson, Director, Public Works

Bayside Landing Marina Improvements - Additional Funding

Dan Mattson, Director, Public Works

Heating, Ventilation, And Air Conditioning (HVAV) Repairs - Detention Center

County Administrator

Lisa Mazingo, Director, Kent Family Center

Fifth Amendment to Lease - Renewal

2025 MACo Legislative Committee Nominations- Member and Alternate

2025 MACo Legislative Committee Nominations

County Administrator Report

Pete Landon, Director Office of Emergency Services

2024 Emergency Management Performance Grant

Scott Boone, Director, Information Technology

State of Maryland Capital Grant Projects Affidavit

Scott Boone, Director, Information Technology

State & Local Cybersecurity Grant Program (SLCGP)

2022 Sub-Recipient Agreement

Documents for Signature

Dan Mattson, Director, Public Works

Public Works Agreement

Dan Mattson, Director, Public Works

Public Works Agreement

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

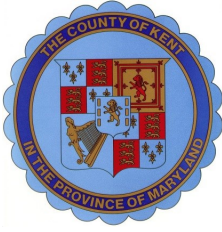
Closed Session

Thomas N. Yeager, County Attorney

Legal

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

(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.)



**Agricultural Land Preservation District Public Hearing Notice
11/19/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

11.19.24 Agricultural Land Preservation Districts PHN



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

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a Public Hearing on Tuesday, December 3, 2024, at 6:00 p.m. in the Kent County Commissioners' Hearing Room, R. Clayton Mitchell Jr., County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at www.kentcounty.com/commissioners/meeting-agenda, 24 hours in advance of the meeting. Citizens are encouraged to participate in the Public Hearing and may offer comments either by attending in person or by submitting written comments. 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 no later than November 27, 2024. The Public Hearing is scheduled for the purpose of discussing the voluntary creation of Agricultural Land Preservation Districts for the following:

Claude and Stephen Westcott, 12982 Augustine Herman Highway (Map 14, Parcel 10)

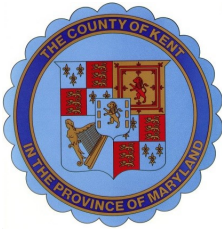
The hearing is pursuant to the Code of Public Laws of Kent County, Chapter §171-5 Agricultural Preservation Districts.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

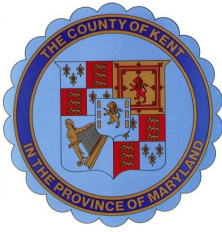
Sondra M. Blackiston, Clerk

PUBLISH: KCN 11/21/24



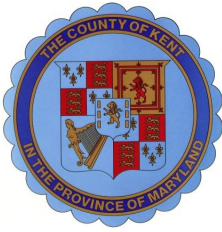
**#1 - Regular Session Minutes, October 29, 2024
11/19/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



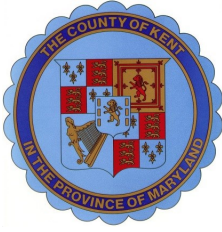
**#2 - Liquor Minutes, October 29, 2024
11/19/2024
County Commissioners Meeting**

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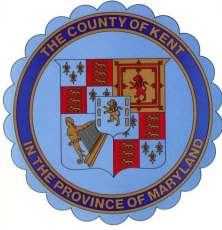
**#3 - Public Hearing Minutes, October 29, 2024
11/19/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Closed Session Minutes, October 29, 2024
11/19/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#5 - Jill Coleman, Director, Parks and Recreation
11/19/2024
County Commissioners Meeting**

Item Summary:

Land Acquisition and Planning (LAP) Unit, Maryland Department of Natural Resources (DNR) - State and Local Parks - Play Area Accessibility - Recreation Communication Boards Pilot Program - House Bill 420/Chapter 568

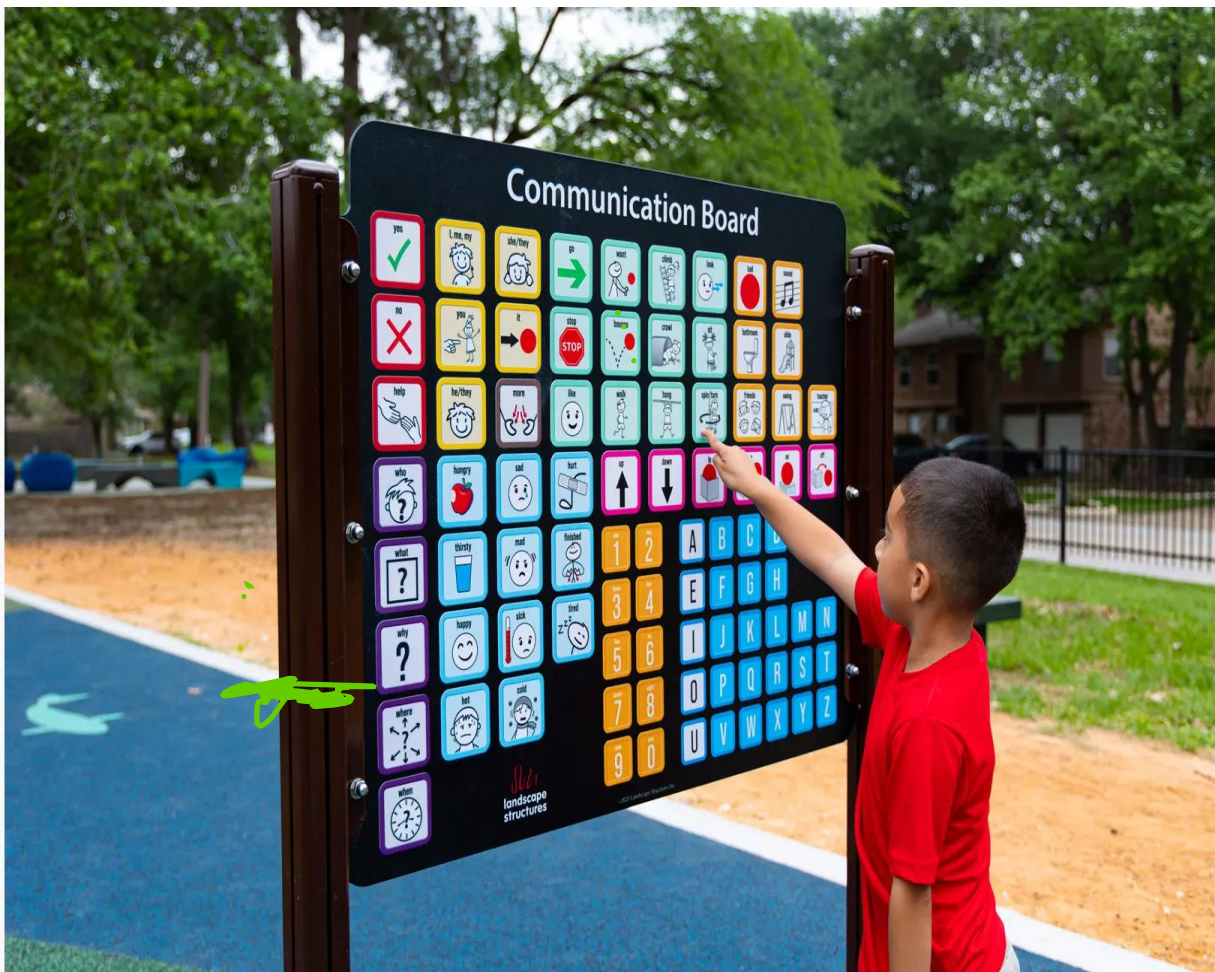
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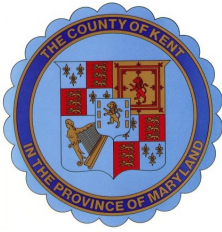
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Cover Page

Recreation Communication Boards Pilot Program

Communication Boards for Playgrounds





**#6 - Jill Coleman, Director, Parks & Recreation; Carrie Klein, Deputy
Director, Public Works
11/19/2024
County Commissioners Meeting**

Item Summary:

Renaming of the AA Diamond Ball Field

ATTACHMENTS:

Description

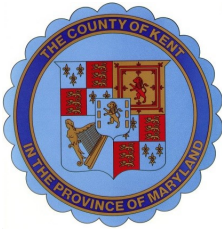
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Proposal to Rename the AA diamond ball field to “Commissioners Field”

The ball fields at Worton Park have long been a cornerstone of our community, serving as a place where residents of all ages come together to play, watch, and celebrate the spirit of the game. To honor the dedication and contributions of our County Commissioners (past and present), I propose renaming the AA Diamond Ball Field to “Commissioners Field.”





**#7 - Bill Mackey, Director, Planning, Housing, and Zoning
11/19/2024
County Commissioners Meeting**

Item Summary:

Release two (2) Letters of Credit

ATTACHMENTS:

Description

Planning, Housing, and Zoning - Cover Sheet

11.19.24 Robert Thompson, Chesapeake Bank and Trust Company, LOC Release No.162 & 165





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

November 19, 2024

DRAFT

Robert Thompson, Senior Vice President
Chesapeake Bank and Trust Company
245 High Street
Chestertown, MD 21620

Re: Humane Society of Kent County, Inc.,
Letter of Credit No. 162 & 165

Dear Mr. Thompson:

The County Commissioners approved the release of Letter of Credit, No. 162 in the amount of in the amount of \$10,960.00 for Reforestation and No. 165 in the amount of \$52,000.00 for Landscaping.

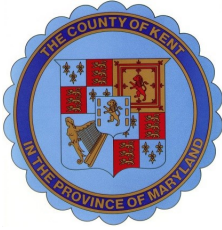
If you have any questions, please do not hesitate to contact Planning, Housing, and Zoning at 410-778-7423.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

KCC: tlt

Enclosure: Copy of Letter of Credit No. 162, Reforestation and NO. 165, Landscaping
cc: Bill Mackey, Director, Planning, Housing, and Zoning



**#8 - Pete Landon, Director, Office of Emergency Services
11/19/2024
County Commissioners Meeting**

Item Summary:

Motorola Solutions Radio Purchase

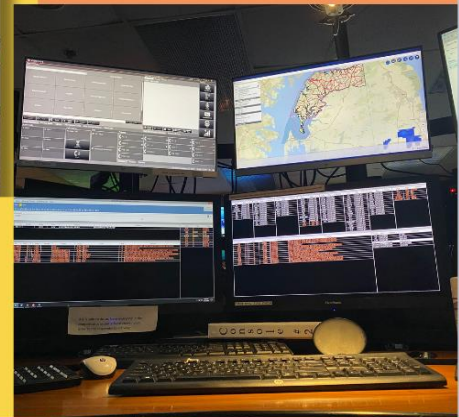
ATTACHMENTS:

Description

OES Cover Sheet

Baltimore City Purchase Agreement - Piggy Back

Baltimore City Purchase Agreement - Exhibit B Amendment One



Master Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, by and through its Bureau of Purchases ("Customer") enter into this "Agreement", pursuant to which Customer may purchase and Motorola will sell those Products and services as described below. Seller and Customer may be referred to individually as a "Party" and collectively as the "Parties."

For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B Proposed Pricing Discount

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the ordered Products or services, excluding any applicable sales or similar taxes and freight charges, as shown on the List of Products and Pricing, Exhibit B.

2.3. "Effective Date" means that date upon which the Baltimore City Board of Estimates approves this Agreement.

2.4. "Eligible Purchaser" means Customer and those other government agencies, bodies, districts, or entities described in Section 3.4 below.

2.5. "Equipment" means the equipment listed in the List of Products and Pricing, Exhibit B, that Customer purchases from Motorola.

2.6. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.7. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

2.8. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.9. "Non-Motorola Software" means Software that another party owns.

2.10. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.11. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.14. "Warranty Period" means one (1) year from the date of shipment of the Product or, for services, for one hundred twenty (120) days from the date of performance.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF AGREEMENT.** This Agreement is a Master Purchase Agreement, whereby during the term of this Agreement Customer has the right, but not the duty, to purchase from time to time Products and related services from Motorola's Government and Enterprise business, including parts but excluding Products and services offered by Motorola's Integrated Solutions Division. Pricing for the Products and services will be pursuant to the Proposed Pricing Discounts listed in Exhibit B. Motorola will provide, ship, and install (if applicable) the Products, and perform the services and its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.1.1. **Products.** Pricing for the Products is based upon Motorola's then current published list domestic prices ("DNUP") less the specified discount percentage.

3.1.2. **Services.** Customer may purchase engineering, project management, system technologist, or installation services at the per diem rates shown in the List of Products and Pricing, Exhibit B (normal eight hour work day, excluding weekends and holidays) with a half-day minimum. This Agreement does not cover any other type of services, services related to a system sale, or maintenance and support of the Products except as provided under any applicable warranty. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If Customer wishes to purchase a system or maintenance and support, upon Customer's request, Motorola will provide a proposal that will include a separate Communications System Agreement or Maintenance and Support Agreement, as the case may be.

3.2. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer (and any Eligible Purchaser purchasing from this Agreement) hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.3. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so,

identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.4. **ELIGIBLE PURCHASERS.** Customer and all of its agencies, and any city or governmental district, body or agency located within the City as well as any other jurisdiction within the State of Maryland may purchase from this Agreement with their own funding and purchase order. Eligible Purchasers have the same rights and responsibilities as Customer under this Agreement with respect to their purchases from this Agreement.

3.5. **EXCLUSIVE METHOD FOR PLACING ORDERS.** During the term of this Agreement, Customer (and any other Eligible Purchaser) may order Products or the services described above in Section 3.1.2, if they are then available for sale by Motorola. Each order must refer to this Agreement (Motorola Contract No. 07-14145) and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered Products within eight (8) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com/> and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order.

Section 4 TERM OF AGREEMENT

Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until five (5) years from the Effective Date, with an option to renew this Agreement for five (5) additional one (1) year terms, to be exercised at the sole discretion of the Customer. Expiration of this Agreement will not affect any warranty period that has not yet expired.

Section 5 PAYMENT OF CONTRACT PRICE

5.1. **CONTRACT PRICE.** Customer will pay the Contract Price as correctly stated in an order when due in U.S. dollars.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: 401 East Fayette Street, 7th Floor Disbursements Baltimore, Maryland 21202

The City will specify the ship to address and the ultimate equipment destination.

Customer may change this information by giving written notice to Motorola. Any Eligible Purchaser other than Customer will provide in writing to Motorola the information identified in this Section 5.4 immediately upon becoming an Eligible Purchaser.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **SERVICES WARRANTY.** During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. Customer's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the Customer or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products or services for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE, AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

10.1. **SETTLEMENT PREFERRED.** The Parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or a breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** A Party may submit to a court of competent jurisdiction in the state in which the Products are delivered any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for the Equipment and Motorola Software.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied

license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Motorola understands the nature of public information and the requirement for Customer to adhere to all rules and laws that apply to public information, such as the Maryland Public Information Act, Freedom of Information Act, and the like. Customer agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by Motorola for the purposes of reverse engineering or evaluation without the prior written consent of the Motorola, or as mandated by applicable law.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth. The Customer is exempt from Federal Excise Tax pursuant to Section 4221 of the Internal Revenue Code, as amended from time to time. The Customer is exempt from Maryland Sales and Use Tax pursuant to Exemption Certificate #30000559.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. GOVERNING LAW. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of Maryland, exclusive of its conflict of laws rules.

15.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.9. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

City of Baltimore
Attn: Jerome Mullen
401 East Fayette Street
Baltimore, Maryland 21202
fax: 410-837-0546

Motorola Solutions, Inc.
Attn: Law Dept. IL02 SH-5
1301 E. Algonquin Road
Schaumburg, IL 60196
fax: 847-576-0721

With CC to:
Timothy M. Krus, CPPO
City Purchasing Agent
Bureau of Purchases
231 East Baltimore Street
Baltimore, Maryland 21202

15.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products before the scheduled installation of the Equipment.

15.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.12. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Section 3.2 (Motorola Software), Section 3.3 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price, and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.


15.13. INSURANCE. Motorola maintains and will maintain during the term of this Agreement the following: General and Products Liability in the general aggregate amount of \$5,000,000 (combined single

limit for bodily injury and property damage); automobile liability in the amount of \$5,000,000 (aggregate and per occurrence, combined single limit); statutory workers' compensation; and employer liability in the amount of \$1,000,000. Upon written request from Customer, Motorola will provide an industry standard certificate of insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending it to be under seal the day and year first above written.

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE

BY: 
Alternate Custodian of City Seal

BY: 
Timothy M. Krus
City Purchasing Agent

ATTEST/WITNESS:


MOTOROLA SOLUTIONS, INC.

BY: 

BY: 
Name: Michael Leonard
Title: MSSSI Vice President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED BY THE BOARD OF ESTIMATES

BY: 
Assistant City Solicitor

BY: 
Clerk Date JAN 20 2016

Exhibit A

Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola Solutions, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. "Software" means such proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof; such software may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, such Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and are Licensor's trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

Section 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty shall be as stated in the Primary Agreement, except that (i) the warranty term for Printrak's LiveScan software shall be 90 days; and (ii) for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether such defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 8 TRANSFERS

Licensee shall not transfer Software or the related Documentation to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software and Documentation will begin when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it shall be terminated immediately upon notice by Licensor. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Licensee also acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to termination of this Agreement, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

In the event that the Licensee is the United States Government or a United States Government agency, then the provisions of this section also apply. Use, duplication or disclosure of the Software and associated Documentation under Licensor's copyrights and/or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of Software and associated Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and associated Documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to the Licensee under the aforementioned provisions of the FAR or DFARS, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.4. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State of Maryland, exclusive of its conflicts of laws rules.

Exhibit B
Baltimore City Pricing Discount off Published List Price

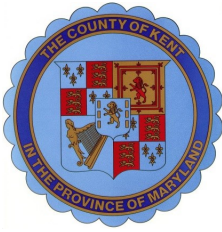
Portables:	
All APX	28%
MT1500	15%
HT1250	25%
HT750	25%
XTVA	15%
Discount levels applies to all portables models	
Models not listed are 15% discount	
Mobiles:	
CDM	25%
All APX	28%
DVRS	15%
Discount levels applies to all mobile models	
Models not listed are 15% discount	
MOTOTRBO:	5%
Stations/Consoles:	
APX Consolette	20%
ASTROTac	20%
MTR3000	15%
System Controllers and Prime Sites	20%
Fault and Network Management	15%
GTR8000/GCP/GCM	20%
MCC7500 Consoles	20%
MCC7100 Consoles	20%
MCC5000 Consoles	15%
MIP5000 Console	15%
Desksets	15%
Logging / Recording Systems	8%
MOTOBRIDGE	15%
All other console models not listed are 8% discount	
Mobile Data and Fixed Data:	
MW810	20%
HPD Modems	10%
In car computing devices (laptops, tablets, etc), In Car Video, Body Worn Video	10%
ALPR	10%
Fixed Data	8%
Point to Point	10%
Advanced Data Capture (Handheld Scanning & Imaging)	25%
TRAK GPS	8%
LTE Infrastructure	10%
LTE End User Devices (LEXL10, VML750, etc)	7%
All data not listed are 8% discount	

Applications	
E911 Solutions –ECW, Intrado, Airbus, etc	8%
Premier One (CAD, RMS, CSR, Mobile, Jail)	5%
Non Premier One Products (PMDC, etc)	8%
Real Time Video Intelligence, Optimized Video Security, Cameras, Real-Time Intelligence Console (RIC) Intelligence Led Policing (ILPS), Scene Doc, Public Engines	5%
Command Vault	10%
Fire Station Alerting	8%
Wave /Twisted Pair	10%
Genesis Solutions	8%
School Safety Solution	10%
All applications not listed are 5% discount	
Miscellaneous	
Bi-Directional Amplifiers (BDA)	5%
Drop Ship Equipment including antenna, line, cabinets, racks, switches, routers, Symbol /Zebra WLAN, mobile computers, etc	8%
KVL	15%
Parts/Accessories/Minitor Pagers	23% (some exceptions apply)
Subscriber Flashes	20%
Motorola Professional Services (including Project Management and Engineering Labor)	5%
<p>This Pricing Exhibit may be subject to special promotions and trade-in offerings. Any applicable promotions will identify the promotion timelines and whether the promotion is in addition to the exhibit discount pricing.</p>	

Exhibit B
Baltimore City Pricing Discount off Published List Price

Portables:	
All APX	28%
CP Series, VX Series	15%
Vehicular Adapter	15%
Discount levels applies to all portables models	
Models not listed are 15% discount	
Mobiles:	
CM	25%
All APX	28%
DVRS	15%
Discount levels applies to all mobile models	
Models not listed are 15% discount	
MOTOTRBO:	
	5%
Stations/Consoles:	
APX Consolette	28%
MTR3000	15%
System Controllers and Prime Sites	20%
Fault and Network Management	15%
GTR8000/GCP/GCM	20%
Dispatch Consoles: MCC7500, MCC7500e, AXIS	20%
MIP5000 Console	15%
Desksets	15%
Logging / Recording Systems	8%
All other console models not listed are 8% discount	
Mobile Data and Fixed Data:	
In-Car-Computing Devices (laptops, tablets, etc), In-Car-Video, Body Worn Camera Video	10%
Automatic License Plate Reader (ALPR) Vigilant Solutions	5%
Fixed Data	8%
Point to Point	10%
TRAK GPS	8%
LTE Infrastructure	10%
LTE End User Devices (LEX, VML750, Sierra etc)	7%
All data not listed are 8% discount	
Applications	
E911/NG911 Solutions: CallWorks, VESTA Call Handling	5%
PremierOne and Flex (CAD, RMS, CSR, Mobile, Jail)	5%
Callyo	5%
CommandCentral Suite APP's: Community, Aware, Evidence, Investigate, CAD, Records, Responder, 911 Call Handling	10%
CAPE TELEPresence: UAV Solution	5%

Fire Station Alerting	8%
Wave / Critical Connect	5%
Genesis Solutions	8%
Avigilon Solution Cameras and Analytics, VMS	10%
School Safety Solution	10%
All applications not listed are 5% discount	
Miscellaneous	
Next Generation Core Services (NGCS) (Through Vesta Solutions, Inc., a subsidiary of Motorola Solutions)	5%
Bi-Directional Amplifiers (BDA)	5%
Drop Ship Equipment including antenna, line, cabinets, racks, switches, routers, WLAN, etc	8%
Minitor Pagers	10%
KVL	15%
Parts/Accessories	23% (some exceptions apply)
Subscriber Flashes	20%
Radio Management Perpetual License	20%
Radio Management Subscription	
Software as a Service (SaaS), LMR as a Service	5%
Motorola Professional Services (including Project Management, Engineering, Training, Labor, etc)	5%
<p>This Pricing Exhibit may be subject to special promotions and trade-in offerings. Any applicable promotions will identify the promotion timelines and whether the promotion is in addition to the exhibit discount pricing. Some products may require additional terms, conditions or license agreement based on the product or service purchased. Additional terms will be provided at purchase. Discounts are not applicable to unreleased hardware, software, services and subscriptions at time of publication of this Exhibit.</p>	



**#9 - Dr. Mary Boswell-McComas, Superintendent, Kent County Public
Schools
11/19/2024
County Commissioners Meeting**

Item Summary:

Letter of Support

ATTACHMENTS:

Description

11.19.24 Alex Donahue, Executive Director, Interagency Commission on School Construction- Letter of Support



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

November 19, 2024

DRAFT

Alex Donahue
Executive Director
Interagency Commission on School Construction
200 West Baltimore St.
Baltimore, MD 21201

Re: Kent County Middle School Modernization Project - Letter of Support for FY2026 Capital Improvement Program Request

Dear Mr. Donahue:

We, the County Commissioners for Kent County, Maryland, support the modernization of Kent County Middle School (KCMS). As part of the FY2025 Capital Improvement Plan (CIP), we approved design funding for the replacement of KCMS on the existing school site in Chestertown, Maryland. KCMS is the only middle school in the County and will impact every student enrolled in Kent County Public Schools. We are appreciative of the participation of the Maryland Stadium Authority in management of the project and are encouraged by the selection of the architectural/engineering team and the initiation of design activities.

We will continue to support the KCMS modernization project to the greatest extent we can in FY2026 and future fiscal years. However, Kent County Government's ability to fund its share of the Construction Funding for the project in those future fiscal years will critically depend on the increased level of State funding participation. The Kent County Board of Education is seeking several means to increase the maximum State construction allocation, through legislative action in the 2025 session to increase the State cost-share percentages, in addition to the allowable add-ons to the State cost-share percentages authorized under COMAR. The Kent County Board of Education has achieved the 5% add-on for Net-Zero in addition to the 5% add-on for Maintenance.

We fully understand that project delays may lead to a total project cost increase; however, due to the fiscal constraints of the County, if State funding levels are not increased further, we may be faced with delaying our support for the project until County funds can be secured. We also request your support and guidance in assisting the Kent County Public Schools to increase the State funding share for this urgent and essential project.

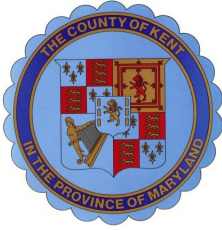
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

cc: Dr. Mary Boswell-McComas, Superintendent, Kent County Public Schools



**Robyn Brayton, The Old Kent Chapter of the Daughters of the
Revolution
11/19/2024
County Commissioners Meeting**

Item Summary:

American Indian Heritage Month November 2024

ATTACHMENTS:

Description

11.19..24 Proclamation, National American Indian Heritage Month - November

Kent County, Maryland



Proclamation

American Indian Heritage Month November 2024

- WHEREAS,** The history and culture of our great nation have been significantly influenced by American Indians and Indigenous peoples, and
- WHEREAS,** The contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and
- WHEREAS,** Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and
- WHEREAS,** Native American Awareness Week began in 1976, and Congress expanded recognition and was approved by President George Bush in August 1990, designating November as National American Indian Heritage Month.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim November 2024, “**AMERICAN INDIAN HERITAGE MONTH**”.

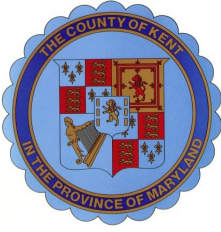
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

November 19, 2024



Jill Coleman, Director, Parks and Recreation
11/19/2024
County Commissioners Meeting

Item Summary:

Volleyball Coach Recognition

ATTACHMENTS:

Description

Volleyball_Fall 2024_Cover



Department of Parks and Recreation

11041 Worton Road

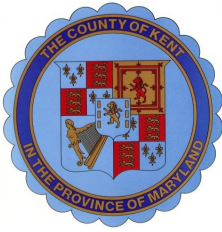
P.O. Box 67

Worton, MD 21678

410-778-1948

info@KentParksAndRec.org





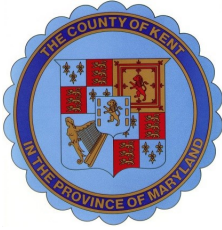
Thomas N. Yeager, County Attorney
11/19/2024
County Commissioners Meeting

Item Summary:

Legislative Session Protocol

ATTACHMENTS:

Description



**Pete Landon, Director, Office of Emergency Services
11/19/2024
County Commissioners Meeting**

Item Summary:

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

ATTACHMENTS:

Description

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

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

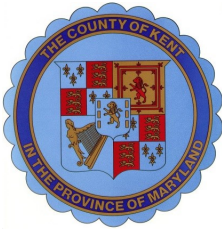
(SEAL)

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.



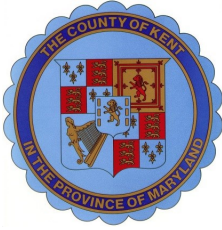
Thomas N. Yeager, County Attorney
11/19/2024
County Commissioners Meeting

Item Summary:

Alcoholic Beverage Public Hearing Protocol

ATTACHMENTS:

Description



Alcoholic Beverage License Hearing 11/19/2024 County Commissioners Meeting

Item Summary:

Bilal Mustafa, President

Hassan Mahmood, Vice President

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

Class A, Beer, Wine, and Liquor

ATTACHMENTS:

Description

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

Concern Letter One Stop, Greater Rock Hall Business Association

11.14 Letter to liquor board, Lyndsey Ryan Booth Cropper and Marriner

Petition to Prevent Issuance of Additional Beer, Wine & Spirits Licenses in Proximity to Rock Hall Liquors & Deli_pagenumber, Lyndsey Ryan Booth Cropper

Rock Hall L&D to One Stop_pagenumber, Lyndsey Ryan Booth Cropper and Marriner

Pips discount liquor, Letter of Concern

Talegate Market 198 sassafras street Millington, MD 21651, Letter of Concern

C-Town Liquors & Deli 601 Washington Ave Chestertown, MD 21620

11.19.24 John Smith, 5807 Clam Cove, Rock Hall, MD 21661, Letter of Opposition to M&M Rock Hall LLC dba RH One Stop Shop Liquor Licens

11.09.24 Evangeline Heath, Commander, Sargent Preston Ashley American Legion Post 228, Letter of Opposition to M&M Rock Hall LLC dba R

11.19.24 Debra Woodruff-Capper, President, Rock Hall Lions Club, Letter of Opposition to M&M Rock Hall LLC dba RH One Stop Shop Liquor

11.19.24 Testimony Log, Public Hearing, M&M Rock Hall, LLC, DBA Rock Hall One Stop Shop, Class A, Beer, Wine, and Liquor License



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

Sondra M. Blackiston
Clerk/KATE Manager

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



Commissioners of Kent County
400 High Street
Chestertown, MD 21620

November 10, 2024

Dear Commissioners,

On behalf of the board of the Greater Rock Hall Business Association, we are writing to express our concerns regarding the liquor license application submitted by the new owner of One Stop, a gas and convenience store located in Rock Hall.

We recognize the value of consumer choice and support for all local businesses, and we welcome the new owners of the One Stop to the community. However, we do have concerns about the potential shift of One Stop toward the addition of liquor sales. An overabundance of liquor outlets in a small market like ours could have unintended consequences that affect the local economy, existing businesses, safety, and the well-being of the community.

Additionally, the proximity of two liquor stores side by side, at the entrance to town, raises concerns about the perception of our community as a safe and family-friendly environment. We worry that an increase in liquor sales —especially with the possibility of late night and early morning availability— could exacerbate existing issues of drug and alcohol related disturbances and incidents in the area.

Our organization prioritizes supporting local businesses while preserving the character and safety of our community. We appreciate your attention to these concerns and your commitment to the well-being of Rock Hall.

Sincerely,

Suzanne Einstein, President
Greater Rock Hall Business Association

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

130 NORTH WASHINGTON STREET

EASTON, MARYLAND 21601

(410) 822-2929

FAX (410) 820-6586

OCEAN CITY OFFICE

9927 STEPHEN DECATUR
HIGHWAY, #F-12

OCEAN CITY, MD 21842

(410) 213-2681

FAX (410) 213-2685

WEBSITE

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CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
LYNDSEY J. RYAN
KRISTINA L. WATKOWSKI
CARLY HVIDING LANDOLFI

*ADMITTED MD & DC

November 14, 2024

Kent County Board of License Commissioners
400 High Street
Chestertown, MD 21620

Dear Members of the Board of License Commissioners:

I represent Rock Hall Liquors & Deli, a family-owned and operated store located on Rock Hall Avenue, Rock Hall, Maryland. In addition to selling beer, wine, and liquor as a Class A license holder, Rock Hall Liquors & Deli is a community hub where members of the community gather to shop, eat, and build community. I am writing in opposition to the Application of Bilal Mustafa and Hassan Mahmood for a Class A Liquor License for the Rock Hall One Stop Shop (the "Application"). The Application will permit another Class A Liquor License within 500 feet of my clients' property (See Attachment 1). For reasons stated herein, the Application should be rejected as there is no public need or desire for another Class A license holder in the proposed location, and approving the license would have a harmful effect on existing license holders and the community.

It is the responsibility of the Board of License Commissioners (the "Board") to regulate and control the sale of alcoholic beverages within Kent County pursuant to the Maryland Code Alcoholic Beverages Article ("AB"). AB § 4-210(a) sets forth a list of factors this Board shall consider before approving a license application. For various reasons, the applicable factors do not weigh in favor of approving the Application.

First, the Board shall consider the "public need and desire for the license." AB § 4-210(a)(1). There is no public need or desire for another Class A liquor license holder in this location. The Rock Hall community is currently served by existing license holders, including Rock Hall Liquors & Deli. There has been no increase in population in Rock Hall or additional demand for more Class A license holders. In fact, the 2020 Census identified a decline in the total population in Rock Hall from the 2010 Census. In addition, the community has expressed its strong opposition to this Application. Attached to this letter as Attachment 2 is a petition signed by over 300 members of the community who oppose this Application.

Building on that consideration, the Board shall consider the "number and location of existing license holders," "the potential effect on existing license holders of the license for which

application is made,” and “the potential commonality or uniqueness of the services and products to be offered by the business of the applicant.” AB § 4-201(a)(2)–(4). Not only is the community sufficiently served by the existing number of license holders, one such license holder—Rock Hall Liquors and Deli—is within 500 feet of the Applicant’s store. The Town is approximately 1.3 square miles and has a traditional, small-town character that does not need to be overrun by liquor stores.


Further, the proposed Application would not offer a unique good or service that would set it apart from existing license holders. Rock Hall Liquors and Deli offers a wide selection of beer, wine, and liquor. Approving the Application for another Class A license in close proximity would lead to direct competition and interference with the business of the existing license holder.

Without a public demand or need for another store, adding another license holder would substantially harm Rock Hall Liquors and Deli by diluting the customer base. Rock Hall Liquors and Deli is a family-owned operation and the family is deeply invested in the community. This store is the sole source of income for the owners, and approving the Application would unnecessarily introduce new competition in close proximity to the existing license holder. Not only would approving the Application harm license holders, there is no evidence that approving the application would benefit the welfare of the community.

The Alcoholic Beverages article is clear that this Board **shall deny a license** if “the granting of the license is not necessary to accommodate the public.” AB § 4-210(b)(1)(i). Here, there is no question that the existing license holders in the community are sufficient to serve the community, and there is no need for an additional store within 500 feet of Rock Hall Liquors and Deli. Therefore, the Board must deny the Application.

For the reasons expressed in this letter and for the reasons expressed by the members of the community who oppose this Application, we urge the Board to deny the Application for a Class A Liquor License at the Rock Hall One Stop Shop.

Sincerely,


Lyndsey Ryan

Enclosures

Petition to Prevent Issuance of Additional Beer, Wine & Spirits Licenses in Proximity to Rock Hall Liquors & Deli

To: The Kent County Board of License Commissioners

We, the undersigned residents and patrons of Kent County, Maryland, express our concern regarding the potential issuance of additional Beer, Wine & Spirits licenses within 500 feet of Rock Hall Liquors & Deli. There is no public need or desire for an additional liquor store in this area, and having another license holder in close proximity to the existing license holder would create economic hardship for Rock Hall Liquors & Deli.

Background:

- Rock Hall Liquors & Deli is a family- owned business which serves as the sole source of income for the family.
- Rock Hall Liquors & Deli has been an integral part of our community for years, providing essential services and contributing to the local economy.
- The business supports local jobs, pays taxes, and fosters a sense of community by serving as a gathering place for residents and visitors alike.

Reasons for Opposition:

1. **Economic Impact:** Rock Hall Liquors & Deli relies on its existing customer base. The introduction of new competitors in close proximity could lead to decreased foot traffic, reduced sales, and financial strain.
2. **Family Livelihood:** The livelihood of the family associated with Rock Hall Liquors & Deli depends entirely on the success of this business. Any adverse impact could have severe consequences for their well-being.
3. **Community Value:** Rock Hall Liquors & Deli is more than just a store; it's a hub where neighbors meet, share stories, and build connections. Its closure or decline would be a loss to our community.

Our Request: We respectfully request that the Kent County Licensing Authority consider the following:

- **Deny the Application for a Class A liquor License:** Deny the pending application for a Class A Liquor License for the Rock Hall Once Stop Shop, which is located less than 500 feet from Rock Hall Liquors & Deli.
- **Moratorium:** Implement a moratorium on issuing new Beer, Wine & Spirits licenses within 500 feet of existing Class A license holders.
- **Economic Assessment:** Conduct a thorough economic impact assessment before granting any new licenses. Any new license within a mile radius would certainly create economic hardship for Rock Hall Liquors & Deli.
- **Preserve Community Assets:** Recognize the value of Rock Hall Liquors & Deli as a community asset and prioritize its sustainability.

Abebe (Signature) AMANDA IRUMPA (Print Name)

114 Kelly down rd (Address)
Ellenwood NJ 08021

Joseph A. Taylor (Signature) Joseph Taylor (Print Name)

5494 liberty st (Address)
Rock Hall MD 21661

Kelley Coleman (Signature) KELLY L. COLEMAN (Print Name)


20180 BAYSIDE AVE. RH. MD 21661 (Address)

April Rodgers (Signature) April Rodgers (Print Name)


21355 Sharp St. Apt 2 (Address)
Rock Hall Md 21661

[Signature] (Signature) Chris Morrison (Print Name)


21115 Green Ln (Address)
Rock Hall MD 21661

 (Signature) Scott Smita (Print Name)

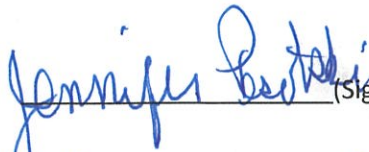
6106 Anderson Ave Rock Hall 21661 (Address)

 (Signature) KESTYN GOODE (Print Name)

8770 N. Main Street Rock Hall (Address)
21661

 (Signature) KENNETH D. TRAWICK (Print Name)

5774 N. MAIN ST, ROCKHALL, MD (Address)

 (Signature) Jennifer Pestski (Print Name)

111 Sherman Ct, Williamstown (Address)
N.C. 28094

 (Signature) MICHAEL LENOIR (Print Name)

8030 Old Puzell Rd 19702 (Address)

[Signature] (Signature) Kentwood Meyer (Print Name)

21300 Bolair Ave (Address)

[Signature] (Signature) Melanie Janocka (Print Name)

21620 Sunnyside Ave (Address)

[Signature] (Signature) Nathan Powell (Print Name)

201 Kirbys landing rd (Address)

[Signature] (Signature) Brittany Breen (Print Name)

6535 Rockland (Address)

[Signature] (Signature) Kayla Shortridge (Print Name)

201 Kirbys landing rd. (Address)

Laura Monso (Signature) LAURA MONSO (Print Name)

144 Upland Ln Centerville, MD (Address)

Charles Startt (Signature) CHARLES STARTT (Print Name)

9139 FAULKNERB CHESTERDOWN (Address)
MD

Kathryn Jarrett (Signature) KATHRYN JARRETT (Print Name)

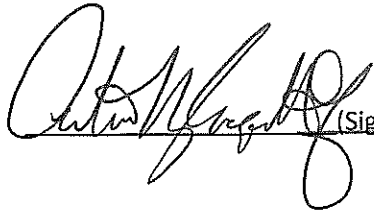
20807 Rock Hall Ave (Address)

[Signature] (Signature) Kevin O'Connell (Print Name)

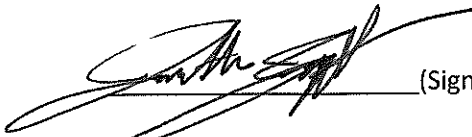
21701 SUNNYSIDE AVE (Address)
Rock Hall, MD 21061

Carolina Stilling (Signature) [Signature] (Print Name)


5795 Chesapeake Villa (Address)
APT 207
Rock Hall MD
21061

 (Signature) Autumn R. Jacques (Print Name)

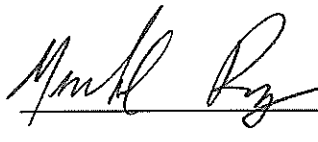
5878 Henry Ave Rock Hall, MD 21661 (Address)

 (Signature) Jonathan Jacques (Print Name)


5878 Henry Ave Rock Hall MD 21661 (Address)

 (Signature) Susan Durand (Print Name)

5833 Haven Ct Rock Hall (Address)

 (Signature) Michael Rigger (Print Name)

5571 Boundary Ave Rock Hall (Address)

 (Signature) Heidi Hall (Print Name)

Htelia@gmail.com (Address)

Margaret M. Kee (Signature) Margaret M. Kee (Print Name)

5777 Cherry St, Rock Hall, MD 21661 (Address)

Elizabeth Lynch (Signature) Elizabeth Lynch (Print Name)

.5889 N Main St. R.H. MD (Address)

Jacqui Caine (Signature) Jacqui Caine (Print Name)


22032 Kelleys Park Rd, Rock Hall 21661 (Address)

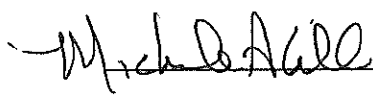
Tom Caine (Signature) Tom Caine (Print Name)

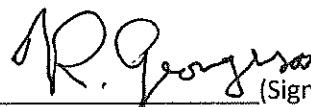
22032 Kelleys Park Rd., Rock Hall (Address)


James J. Nestle (Signature) James J. Nestle (Print Name)

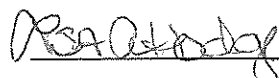
4987 Eastern Oak Rd, Rock Hall MD 21661 (Address)

 (Signature) Eleanor Dickey (Print Name)
5647 MAIN STREET
ROCK HALL MD 21661 (Address)

 (Signature) Michele A. Lill (Print Name)
5917 Rockhall Rd Rock Hall, MD 21661 (Address)

 (Signature) J.R. GORGESON (Print Name)
20791 Rock Hall Ave
Rock Hall, MD 21661 (Address)

 (Signature) Anthony Colacho (Print Name)
5837 Henry Ave
Rock Hall MD 21661 (Address)

 (Signature) LISA HODGE (Print Name)
20709 ROCK HALL AVE
ROCK HALL MD 21661 (Address)

Nicholas Orsino (Signature) Nicholas Orsino (Print Name)
9035 Queen Anne St.
Chestertown, MD 21620 (Address)

Mendi Lunn Orsino (Signature) Mendi Lunn Orsino (Print Name)
9035 Queen Anne St.
Chestertown, MD 21620 (Address)

Andrew L. Wierda (Signature) Andrew L. Wierda (Print Name)
7038 Swan Creek Rd, Rock Hall, MD (Address)
21661

Sue Hague (Signature) Sue Hague (Print Name)
6186 Fodor Drive Rock Hall (Address)
MD 21661

Barbara Cotton (Signature) Barbara Cotton (Print Name)
2084 Rock Hall ave Rock Hall MD (Address)

Clair Denny (Signature) Clair Denny (Print Name)

201 Kirby's Landing Rd (Address)

Edwin O. Pickney (Signature) Edwin O. Pickney (Print Name)

5905 N. Hawthorne (Address)

Penny L. Pickney (Signature) Penny L. Pickney (Print Name)

5905 N. Hawthorne Ave P.O. Box 246 (Address)
Rock Hill

Debbie Boyer (Signature) Debbie Boyer (Print Name)

5869 Beach Road (Address)

Robert P. Meckel (Signature) ROBERT P. MECKEL (Print Name)

ROCK HALL - APT - 105 (Address)

Frank Hepbron (Signature) Frank Hepbron (Print Name)

21086 Haven Rd (Address)
RH, MD 21661

FRED KAISER (Signature) Fred Kaiser (Print Name)

5340 Crosby Road RH (Address)
21661

Brandi Thomas (Signature) Brandi Thomas (Print Name)

10570 Berwyn Rd.
Chester town, MD 21620 (Address)

Amber Olsen (Signature) Amber Olsen (Print Name)

4932 Piney Neck Rd
Rock Hall, MD 21661 (Address)

Wilson Jensen (Signature) Wilson Jensen (Print Name)

4932 Piney Neck Rd
Rock Hall, MD 21661 (Address)

John Edwards (Signature) JOHN EDWARDS (Print Name)

22874 MCKINNEYPOLK RD (Address)
ROCKHILL MD 21166

Gary F. White (Signature) GARY F. WHITE (Print Name)

5802 Watermans Way (Address)
RAH

Dawn Sutton (Signature) Dawn Sutton (Print Name)

5802 Watermans Way, RAH (Address)

Jim Sutton (Signature) Jim Sutton (Print Name)

5144 Weatherston St. (Address)
North Port FL.

Gail Hepburn (Signature) GAIL HEPBURN (Print Name)

21086 Haven Rd (Address)
RAH, MD 21166

Wayne Harry (Signature) WAYNE HARRY (Print Name)

21115 CARTER AVE. ROCK HALL (Address)

J Van Horn (Signature) Jim Van Horn (Print Name)

5912 Rock Hall Rd Rock Hall (Address)

Helen Margaret Scott (Signature) Helen Margaret Scott (Print Name)

6893 HADY RD, RHT (Address)

Reiny Geller (Signature) Reiny Geller (Print Name)

5797 Liberty St. RH (Address)

R J (Signature) RICHARD GELLER (Print Name)

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Jean Leavens (Signature) Jean Leavens (Print Name)
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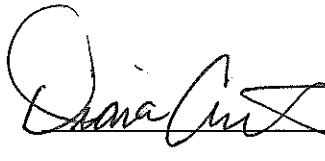
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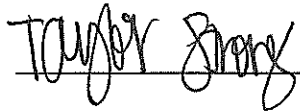
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Phyllis O'Sullivan (Signature) PHYLIS O'SULLIVAN (Print Name)
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Karissa Johnson (Signature) Karissa Johnson (Print Name)
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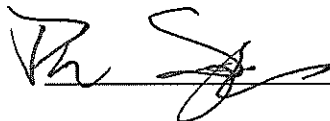
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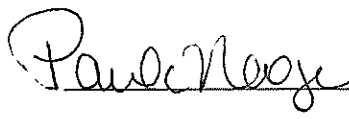
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Kelley Spray (Signature) Kelley Spray (Print Name)

5854 Williams St
Rock Hill, MD (Address)

 (Signature) Ron Sparks (Print Name)

9290 Fish Hatchery Rd Chestertown (Address) 21620

 (Signature) Paula Naegeler (Print Name)

508 Morgue Rd Chestertown, MD (Address) 21620

John Madsen (Signature) JOHN MADSEN (Print Name)

20723 MERCER AVE (Address)

L. Moan (Signature) LAUREN MOAN (Print Name)

34 WINFIELD RD ERIE PA 16507 (Address)

Joe Whittaker (Signature) JOE WHITTAKER (Print Name)

114 LAUREL RD, LAUREL SPRINGS NJ (Address)

Ken McLaughlin (Signature) Ken McLaughlin (Print Name)

5778 N. Main St. Rock Hill (Address)

Robert K. Shaw (Signature) _____ (Print Name)

5413 Newt Downey (Address)

R Hill 21667

Lori (Signature) Sierra Ateger (Print Name)

147 Woodstock Rd Chester town, MD (Address)

Thelma L. C. Campbell
"LORI" (Signature) THELMA L. C. Campbell (Print Name)

5639 Walnut St 21661 (Address)

Phyllis Atkinson (Signature) PHYLLIS ATKINSON (Print Name)

5730 WALNUT ST. RH 21661 (Address)

Juan Gattling (Signature) Susan Gattling (Print Name)

6542 Tolchester Rd, Rock Hall (Address)
MD 21661

Walter Anderson (Signature) WALTER ANDERSON (Print Name)

6890 HAGY RD, ROCK HALL MD (Address)
21661

Paul Reino (Signature) Paul Reino (Print Name)

5977 Lawton Ave Rock Hall (Address)

Richard OIT (Signature) Richard OIT (Print Name)

5779 Downey Ave (Address)

Robert Fisher (Signature) Robert Fisher (Print Name)

4925 Piney Neck Rd (Address)

Christie Armand (Signature) Christie Armand (Print Name)

21138 Striper Run Rock Hall (Address)

Jim Costello (Signature) Jim Costello (Print Name)

20634 ROCK HALL AVE ROCK HALL (Address)

Craig T. Hemperly (Signature) CRAIG T. HEMPERLY (Print Name)

5802 CLAM COVE, ROCK HALL, MD (Address)
21661

Mara Sierocinski (Signature) Mara Sierocinski (Print Name)

20880 Bayside Ave (Address)
Rock Hall, MD 21661

Lewis W. Nag (Signature) LEWIS W. NAG (Print Name)

5558 SOUTH MAIN ST (Address)
ROCKHALL MD 21661

Barbara Harms (Signature) Barbara Harms (Print Name)
20839 Humphreys Pt. Rd Rock Hall MD (Address) 21661

Thomas Harms (Signature) Thomas Harms (Print Name)

20839 Humphreys Pt. Rd (Address)
Rock Hall MD 21661

J.B. Walls (Signature) J.B. Walls (Print Name)

5195 Tolchester Rd Rock Hill (Address)

[Signature] (Signature) Robert Limouze (Print Name)

411 Walnut St #21183, Green Cove Springs, FL 32043 (Address)

L.H. (Signature) Cecilia Limouze (Print Name)

411 Walnut St, #21183, Green Cove Springs, FL 32043 (Address)

Catherine Arnold (Signature) Catherine Arnold (Print Name)

21140 STRIPER RUN
~~21142~~ ROCK HALL, MD 21661 (Address)

Joseph Arnold (Signature) JOSEPH ARNOLD (Print Name)

21140 STRIPER RUN
ROCK HALL, MD 21661 (Address)

BSM (Signature) Becky Marshall (Print Name)

5332 Crosbyrd (Address)
Rock Hall

WRM (Signature) Willard Marshall (Print Name)

5332 Crosbyrd (Address)
Rock Hall.

Sara Lingerman (Signature) Sara Lingerman (Print Name)

21157 Wyoming Ave. Chestertown, Md. 21620 (Address)

W C Maxwell (Signature) W C MAXWELL (Print Name)

20561 Rock Hill Ave (Address)

Eve Heath (Signature) Eve Heath (Print Name)

5810 Blue Claw Ct (Address)
Rock Hall, MD 21661

Michele Green (Signature) MICHELE GREEN (Print Name)

Bayshore Campground Site 41, Rock Hall (Address)

Stephanie Wardhoff (Signature) Stephanie Wardhoff (Print Name)

5730 Crosby Road Rock Hall MD (Address)
21061

Gary Block (Signature) Gary Block (Print Name)

20563 Rockhall Ave #15 (Address)

Scott Heath (Signature) SCOTT HEATH (Print Name)

5810 Blue Claw Ct Rock Hall (Address)

Zachary Secker (Signature) Zachary Secker (Print Name)

5624 Circle Park Dr. Rock Hall MD (Address)

RD
Ashley Ashley (Signature) Ashley Ashley (Print Name)
Van Horn
208 Central Dr Chester town (Address)
21620

V. Mangiordano (Signature) Vanessa (Print Name)
Giangiordano
5882 Coleman Rd. (Address)
Rock Hall, MD 21661

Rose Ann Coleman (Signature) Rose Ann Coleman (Print Name)
5882 Coleman Rd (Address)

Barbara Bozart (Signature) Barbara Bozart (Print Name)
6151 Solehester Rd (Address)
Rock Hall

Steve Green (Signature) Steve Green (Print Name)

Bayshore 41 Rock Hall, MD (Address)

Medlon (Signature) Jessica Nedlon (Print Name)

5826 Haven Ct, Rock Hall MD 21661 (Address)

George Barnett (Signature) George Barnett (Print Name)

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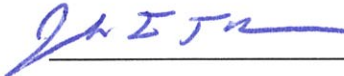
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MD

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21620

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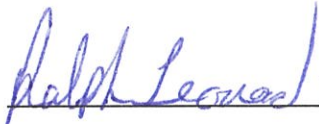
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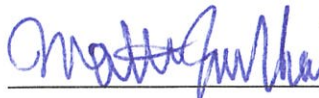
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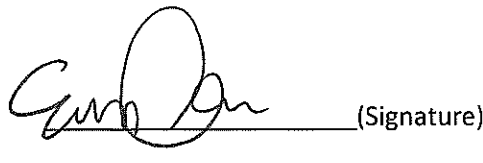
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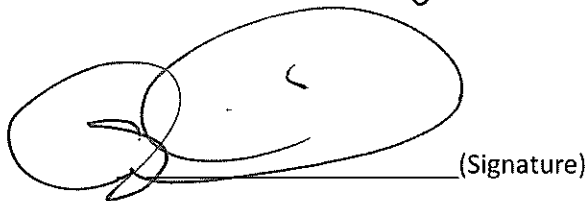
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 (Signature) Kimberly S. Pittenberry (Print Name)

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 (Signature) Emily Glenn (Print Name)

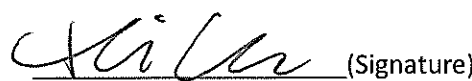
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Chesterham, MD 21620

 (Signature) Chris Dinice (Print Name)

5995 Rock Hall Rd (Address)
Rock Hall md
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21151 Haven Rd RH 21661 (Address)

 (Signature) Tori Clark (Print Name)

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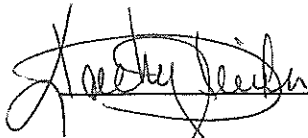
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MD 21066

Rob Brub (Signature) Robert Bromble (Print Name)
27632 waltham Rd
KENNESWORTH Md 21645 (Address)

Laure E. Walters (Signature) Laure Walters (Print Name)
5818 Blue Claw Ct Rock Hall (Address)


Ellen Ott (Signature) Ellen Ott (Print Name)
5999 Downey Ave Rock Hill (Address)

Mary Jo Eva (Signature) MARY JO EVA (Print Name)
144 Hammarlye Glenburnie (Address)

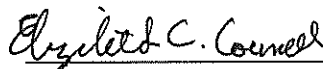
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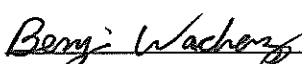
I work here, for the past 19 years, this new liquor store will get into my payable hours of work

 (Signature) Robert Van Dyke (Print Name)

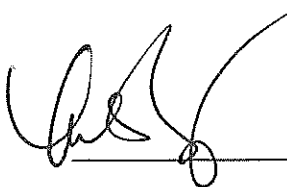
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21661

 (Signature) Elizabeth C. Council (Print Name)

8455 Rock Hall Rd Rock Hall, 21661 (Address)

 (Signature) Benji Wachowicz (Print Name)

5575 South Main St. Rock Hall (Address)

 (Signature) Lisa Stottmeyer (Print Name)

5672 S. Main St Rock Hall (Address)

Mark Hall (Signature) Mark Hall (Print Name)

21710 Sunnyside Ave. Rock Hall 21661 (Address)

Theresa Guest (Signature) Theresa Guest (Print Name)

5870 Henry Ave Rock Hall 21661 (Address)

Gail Manley (Signature) Gail Manley (Print Name)

4198 Piney Neck Rd Rock Hall, MD 21661 (Address)

Shawn Godley (Signature) Shawn Godley (Print Name)

5120 Crosby Rd Rock Hall MD 21661 (Address)

Kevin Stokes (Signature) Kevin Stokes (Print Name)

22024 Kelley's Park Rd Rock Hall, MD (Address)

[Signature] (Signature) John Macdonald (Print Name)

4925 Ashley Road Rock Hill (Address)

[Signature] (Signature) GARY JACOB (Print Name)

6590 Croukssfield RD (Address) Chestertown MD 21620

Patricia Lill Campagna (Signature) Patricia Lill Campagna (Print Name)

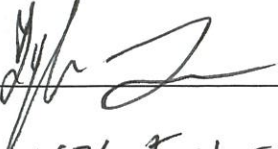
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[Signature] (Signature) Brandon Cooper (Print Name)


6405 rockHill rd (Address)


[Signature] (Signature) Gary Wood (Print Name)


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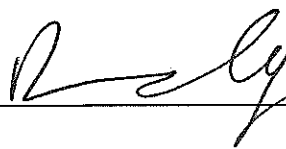
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5800 Liberty Street (Address)

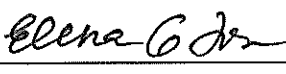
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Rock Hall, MD 21661

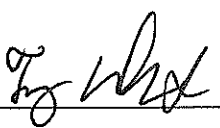
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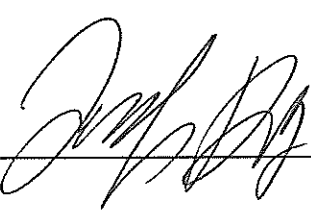
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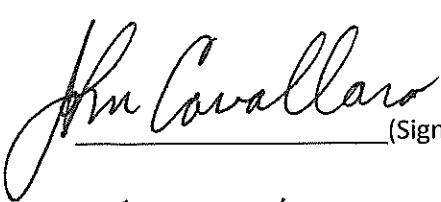
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 (Signature) Troy White (Print Name)

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 (Signature) Faith Pitey (Print Name)

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21661

 (Signature) John Cavallaro (Print Name)

5808 Blue Claw Court (Address)
Rock Hall MD, 21661

Mark Ryan Kendall (Signature) Mark Ryan Kendall (Print Name)

8083 Tolchester rd (Address)
Rock Hall Md 21661

Kaitlyn Pirey (Signature) Kaitlyn Pirey (Print Name)

827f Tolchester Rd (Address) 21620
Chestertown MD

Damonte M. B. (Signature) Damonte M. B. (Print Name)

306 Brittany Bay Dr. Rock Hall (Address)
MD 21661

Matt Medici (Signature) Matt Medici (Print Name)

4228 Eastern Neck Rd 165 (Address)
MD 21661

Stephanie Medici (Signature) Stephanie Medici (Print Name)

4228 Eastern Neck Rd 165 (Address)
Rock Hall, MD 21661

Barbara Hiden (Signature) Barbara Hiden (Print Name)

5830 Langford Bay Road, Chestertown (Address) MD 21620

Beth Dunn (Signature) Beth Dunn (Print Name)

5805 Blue Creek Ct. (Address)
Rock Hill MD 21661

Stacey Riggs (Signature) Stacey Riggs (Print Name)

5794 Liberty St. Rock Hall (Address)
MD 21661

Ben Marley (Signature) Ben Marley (Print Name)

22476 Martin Wagner Road (Address)

Katie Marley (Signature) Katie Marley (Print Name)

22476 Martin Wagner Rd. (Address)

J. Panigianis (Signature) John Panigianis (Print Name)
7201 Woodrow Ave, Balt, MD 21224 (Address)

Spantoniakos (Signature) SPAPANTONAKIS (Print Name)
9863 Shewood Farm Rd (Address) owing mels MD 21171

William Burtoz (Signature) William Burtoz (Print Name)
5860 Herz Ave
Rock Hall (Address)

Morgan Sullivan (Signature) Morgan Sullivan (Print Name)
6412 Rock Hall Rd (Address)
Rock Hall md 21661

Kendall Manning (Signature) Kendall Manning (Print Name)
21267 Rock Hall Rd. (Address)
Rock Hall, md. 21661

J. Paquet (Signature) LAURIE PAQUET (Print Name)

20747 MERCEER AVE (Address) 21661
ROCK HALL MD

Joe Curley (Signature) JOSEPH CURLEY (Print Name)

5794 S. HANTHORNE AVE (Address) ROCK HALL, MD 21661.

Marty Brink (Signature) Marty Brink (Print Name)

4891 PINEY NECK RD (Address)
ROCK HALL
21661

Eric Spence (Signature) ERIC SPENCE (Print Name)

4852 PINEY NECK RD (Address) ROCK HALL MD 21661

Kathy Manley (Signature) Kathy Manley (Print Name)

20641 Rock Hall Ave, Rock Hall, MD (Address)

Albert M. Stankis (Signature) ALBERT M. STANKIS (Print Name)

22590 Goose Hollow DR (Address)

Carol Kendall (Signature) Carol Kendall (Print Name)

5328 Crosby Road, RH 21661 (Address)

Wesley H Carter (Signature) WESLEY CARTER (Print Name)

5912 Skinnerneck Rock Hill (Address)

Russ Parson (Signature) Russ Parson (Print Name)

5665 S. Main St Rock Hill (Address)
21661

Michael Stafford (Signature) Michael Stafford (Print Name)

Sharp Street (Address)

Cody Dlugochelski (Signature) Cody Dlugochelski (Print Name)
4885 Piney Neck RD Rock Hall (Address)

Charles F. Clarity (Signature) CHARLES F. CLARITY (Print Name)

20968 BAYSIDE AVE ROCK HALL MD 21661 (Address)

Wayne Gattling (Signature) Wayne Gattling (Print Name)


6542 Tolchester RD. Rock Hall, MD. 21661 (Address)

Wayne Drev (Signature) Drev Walters (Print Name)

20967 Rock Hall Ave (Address)
Rock Hall 21661

Carl Caputo (Signature) 410 708-3141 (Print Name)

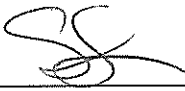
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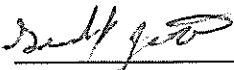
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21661

 (Signature) Brody Pierce (Print Name)


5011 Piney Neck Rd Rock Hall Md (Address)
21661

 (Signature) Sheila Lingerman (Print Name)

4954 Ashley Rd Rock Hall, MD (Address) 21661

 (Signature) GRAD Sargent (Print Name)

4836 Piney Neck R.D. Rock Hall, MD (Address) 21661

 (Signature) JAMIE DEMPSEY (Print Name)

21361E Sharp St. Rock Hall MD (Address) 21661

Rosalind Beck (Signature) Rosalind Beck (Print Name)

5336 Crosby Rd (Address)
Rock Hall Md 21661

Kevin Madley (Signature) KEVIN MADLEY (Print Name)

20641 ROCK HALL AVE (Address)

Scott McQuade (Signature) Scott McQuade (Print Name)


21271 Fithian Dr R.H. (Address)

Brandon Mital (Signature) Brandon Mital (Print Name)

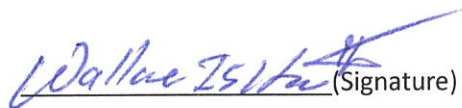
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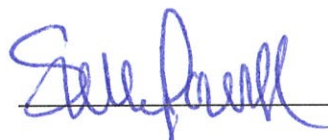
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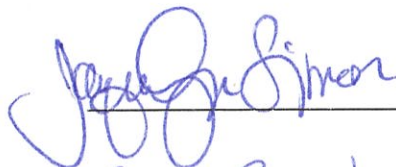
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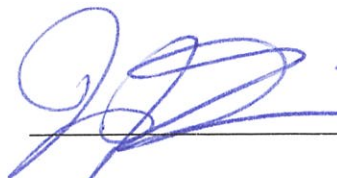
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 (Signature) Sally Paul (Print Name)

Orchard Hill Ct (Address)

 (Signature) Jacquelyn Simon (Print Name)

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 (Signature) JJSimon (Print Name)

5807 Beach Rd RA (Address)

Lydia Brown (Signature) Lydia Brown (Print Name)

5875 Cottage Ave, MD (Address) Rock Hall 21661

Levin Blackinton (Signature) Levin Blackinton (Print Name)

North Main St (Address) Rock Hall 21661

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JANORIE COSMAN (Signature) JANORIE COSMAN (Print Name)

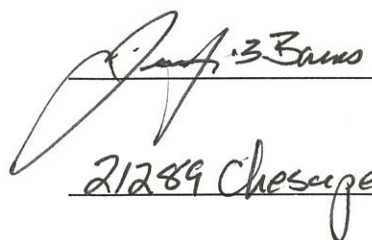
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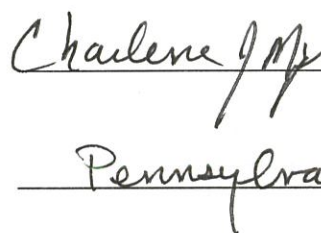
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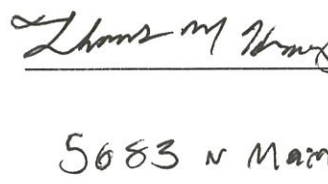
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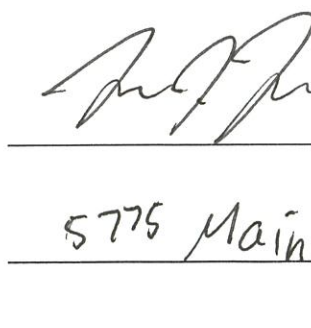
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 (Signature) Jennifer B Barnes (Print Name)
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 (Signature) Charlene Mylin (Print Name)
Pennsylvania Ave (Address) Rock Hall 21661

 (Signature) Thomas M Hamby (Print Name)
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 (Signature) Leonard Littlewood (Print Name)
5775 Main St. Rock Hall (Address)
21661

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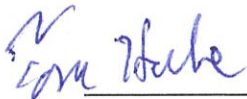
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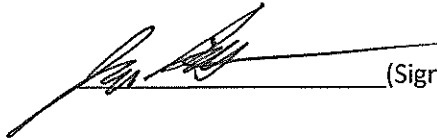
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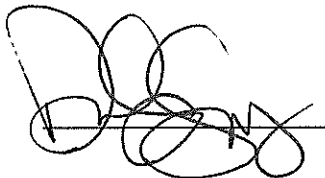
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Rock Hall, MD 21661

 (Signature) Cody Kendall (Print Name)

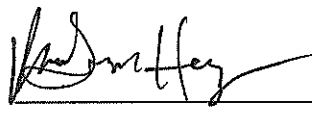
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 (Signature) JOHN L. MALLOY (Print Name)

5757 WALNUT ST ROCKHALL (Address)

 (Signature) Amanda Gray (Print Name)

5854 Williams St (Address)
Rock Hall, MD 21661

 (Signature) Keasnon Henry (Print Name)

6173 Doron Dr. Rock Hall (Address)

Karly Colem (Signature) Karly Coleman (Print Name)

6022 N Main St (Address)

Andrew J. Powell (Signature) ANDREW J. POWELL (Print Name)

5846 MA, JST, ROCK HALL, MD (Address)

Haylee Lepter (Signature) Haylee Lepter (Print Name)

5860 Williams St Rock Hall, MD (Address)

Elizabeth Randolph (Signature) Elizabeth Randolph (Print Name)

5754 Crosby Rd Rock Hall md (Address)

Enzo Hansen (Signature) Enzo Hansen (Print Name)

5754 Crosby Rd Rock Hall md (Address)

Karen Hubacher (Signature) Karen Hubacher (Print Name)

4999 Hillmont Dr. Rock Hall, MD (Address)

[Signature] (Signature) Mike Galiszewski (Print Name)

5806 JUDFIND AVE (Address)
Rock Hall, MD. 21661

Ruth Beyers (Signature) Ruth Beyers (Print Name)

5690 S main street- 21661 (Address)

Lisa Galay (Signature) LISA GALISZEWSKI (Print Name)

5806 JUDFIND AVE Rock Hall MD 21661 (Address)

calvin merchant (Signature) calvin merchant (Print Name)

5795 CHESAPEAKE VILLA RD APT 109 (Address)

Holly VanDyke (Signature) Holly VanDyke (Print Name)

5336 Crosby Rd Rock Hall MD 21661 (Address)

Donald H Byrne (Signature) Donald H Byrne (Print Name)

5382 Crosby Rd. Rock Hall, MD. 21661 (Address)

Walter L Elburn III (Signature) Walter L. Elburn III (Print Name)

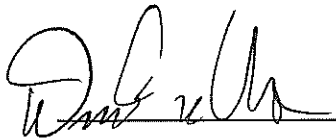
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Mike Patterson (Signature) MIKE PATTERSON (Print Name)

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CW Longman (Signature) CW Longman (Print Name)

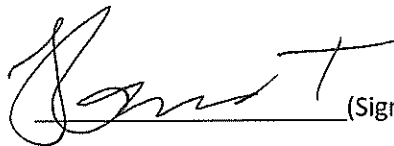
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 (Signature) DANNY USILTON (Print Name)

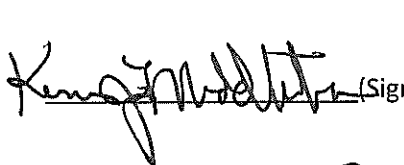
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ROCK HALL MD

R H (Signature) Ronald Hayner (Print Name)

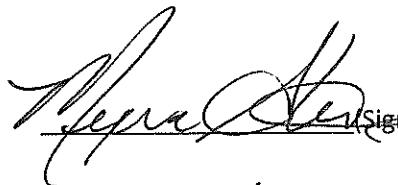
22543 HUDSON RD (Address)

 (Signature) Tracey Guest (Print Name)

4819 Eastm Neck Rd Rock Hall (Address)

 (Signature) KEVIN J. MIDDLETON (Print Name)

21289 Fithian Dr. Rock Hall MD 21661 (Address)

 (Signature) Myra Glenn (Print Name)

5860 Williams St. (Address)
Rock Hall. MD 21661

Melissa Speer (Signature) Melissa Speer (Print Name)

5957 Havenwood Dr (Address)
Rock Hall, MD

Thomas Conyers (Signature) THOMAS CONYERS (Print Name)

21939 Lovers Lane (Address)

Edward S. Murell (Signature) EDWARD S MURELL (Print Name)

5963 LAWSON AVE R17 (Address)

Susan M. Rutkowski (Signature) Susan M. Rutkowski (Print Name)

22086 Harrington Pk. Rd. (Address)
Rock Hall, MD

John E. Rutkowski (Signature) John E. Rutkowski (Print Name)

22086 HARRINGTON PARK RD (Address)
Rock Hall, MD 21661

David Zarrell (Signature) DAVID ZARRELL (Print Name)

22280 FRABIER RD (Address) ROCKHALL, MD

Deborah Reese (Signature) Deborah Reese (Print Name)

5750 N Main Street (Address) Rock Hall, MD 21661

Kathy Sutton (Signature) K. Sutton (Print Name)

5756 Cherry St. (Address) Rock Hall, Md
21661

Leroy W Fitch (Signature) Leroy W Fitch (Print Name)

20664 Mercer Ave (Address) Rock Hall

Gregory Johnson (Signature) Gregory Johnson (Print Name)

21398 Botway DR (Address)
Rock Hall Md 21661

Joseph Mitty (Signature) Joseph Mittyburg (Print Name)

10761 Casimon rd chester town MD 21620 (Address)

Christine Burgess (Signature) CHRISTINE BURGESS (Print Name)

21905 Harrington Park Rd R.H. (Address)

Bonnie Steen (Signature) Bonnie Steen (Print Name)

6019 Henson Rd Rock Hill MD 21661 (Address)

Anthony Borsis (Signature) Anthony Borsis (Print Name)

4898 Hunting Field Rd (Address)
Rock Hill MD

Danny Elborn (Signature) Danny Elborn (Print Name)

P.O. Box 184 Rock Hill (Address)

Tracy A. Kimbles (Signature) Tracy A. Kimbles (Print Name)

5420 New Duncree Rd Rth Mt 21661 (Address)

Kim Novaco (Signature) Kim Novaco (Print Name)

5879 Williams St Rock Hill MD (Address)

Charles Edwards (Signature) Charles Edwards (Print Name)

5674 Walnut St. (Address)

John Speer (Signature) John Speer (Print Name)

5951 Havenwood Ln. (Address)

Margaret Biggs (Signature) Margaret Biggs (Print Name)

5794 Liberty St (Address)
Rock Hill MD 21661

Scott Lauterid (Signature) Scott Lauterid (Print Name)

Eastern Neck Rd Rock Hall (Address)

Nicole Green (Signature) Nicole Green (Print Name)

23167 Baywood Ct Apt 2B (Address)
Chestertown md 21620

A. Hicks (Signature) Adrienne Hicks (Print Name)

6368 Rock Hall Rd. (Address)
Rock Hall Md. 21661

Mary Simas (Signature) Mary Simas (Print Name)

Rock Hall M.D (Address)

Michael Screey (Signature) Michael Screey (Print Name)

21112 Spring Cove Rd (Address)
Rock Hall 21661

Matt Anthony (Signature) MATT ANTHONY (Print Name)

6264 Broad Neck Rd (Address)
Westertown, MD

R J Osborn (Signature) R J Osborn (Print Name)

7071 Rock Hall Rd 21661 (Address)
Rock Hall Md.

David L. Porter (Signature) DAVID L. PORTER (Print Name)

5868 Coleman Rd. Rock Hall, MD. 21661 (Address)

James G. Gordon (Signature) JAMES + GORDON (Print Name)
5825


5825 N MAIN ST (Address)


C. Phil Perry (Signature) C. Phil Perry (Print Name)

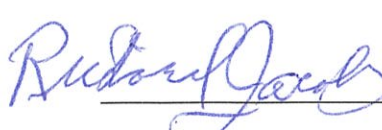
20949 Rock Hall Ave (Address)

 (Signature) Derron Hinson (Print Name)
22944 Martin Wager Rd (Address)

 (Signature) DEONTEZ LEE (Print Name)
11345 STATION RD (Address)

 (Signature) Donna L. Peters (Print Name)
21153 Carter Ave, #11 (Address)

 (Signature) Jane Jacobs (Print Name)
22060 Kelley Park Rd (Address)

 (Signature) Richard Jacobs (Print Name)
22060 Kelley Park Rd (Address)

Nancy Usilton (Signature) Tracey Usilton (Print Name)

5882 Cottage Ave, Rock Hall (Address)

[Signature] (Signature) Dennis Bartholomew (Print Name)

24519 Chestertown Rd, Chestertown, MD 21600 (Address)

Chris Reno (Signature) CHRIS REINO (Print Name)

5977 LAWTON AVE ROCKHALL, MD, 21661 (Address)

Tom McVan (Signature) Tom McVan (Print Name)

3988 Ellendale Farm Dr (Address)

Rob Hall 21661

Charlotte Curlett (Signature) Charlotte Curlett (Print Name)

23788 Melibata Rd Chestertown MD 21620 (Address)

Susan Andrefsky (Signature) Susan Andrefsky (Print Name)

6890 Hagg Rd. Rock Hall (Address)

Linda Wink (Signature) Linda Wink (Print Name)

5797 MAIN St., 2nd fl (Address)
Rock Hall, MD 21661

Jessica Jacobs (Signature) Jessica Jacobs (Print Name)

21330 Fithian Way (Address)
Rock Hall MD 21661

Joseph T. Clark (Signature) Joseph T. Clark (Print Name)

4957 Eastern Neck Rd (Address)
Rock Hall MD 21661

Richard M. Leary (Signature) RICHARD M LEARY (Print Name)

6907 Hagg Rd (Address)
Rock Hall, MD 21661

MSA (Signature) Mike Singleton (Print Name)

8727 Maryland Parkway 21620 (Address)

R. Steaps (Signature) Robert Steaps (Print Name)

21219 Rock Hall Ave (Address)

Andrew Huns (Signature) Andrew Huns (Print Name)

21119 Haven Rd R.H. (Address)

AKH (Signature) Chris Kraft (Print Name)


21485 Sharp St Rock Hall 21061 (Address)

Robert Hood (Signature) ROBERT HOOD (Print Name)

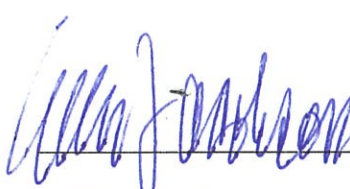
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 (Signature) Melissa Ferrone (Print Name)


21325 Fithian Drive
Rock Hall MD 21661 (Address)

 (Signature) S. ELIZABETH SASSER (Print Name)


5953 N. MAIN ST
ROCK HALL, MD 21661 (Address)

 (Signature) Ellen Jacobson (Print Name)


21519 Crouchs Lane
Rock Hall, MD 21661 (Address)

 (Signature) Richard Koch (Print Name)


6412 Rock Hall Rd Rock Hall MD 21661 (Address)

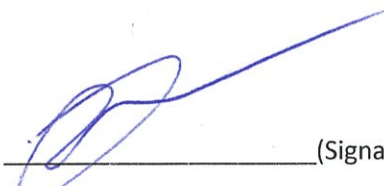
 (Signature) Kim Zador (Print Name)


21355 E Sharp St Rock Hall (Address)

 (Signature) Julia C. Kelley (Print Name)
21358 E Sharp St, Rock Hall 21661 (Address)

 (Signature) Debra J. Davis (Print Name)
21358 E. Sharp St, Rock Hall, Md. 21661 (Address)

 (Signature) Colleen McQuade (Print Name)
21271 Fithian Drive (Address)
Rock Hall 21661

 (Signature) Joseph Watson (Print Name)
5814 Blue Claw Ct, Rock Hall (Address)

 (Signature) Anthony M. Malinowski (Print Name)
21295 Allens Lane (Address)

David J. Fife (Signature) DAVID J. FIFE (Print Name)

5821 CLAM COVE, ROCKHALL, MD 21661 (Address)

Henry Frederick (Signature) Henry Frederick (Print Name)

5787 Henry Ave. 21661 (Address)

Nicole Fisher (Signature) Nicole Fisher (Print Name)

5689 main st Rockhall (Address)

David M. Fisher (Signature) David M. Fisher (Print Name)

5689 Main St Rockhall (Address)
MD 21661

John C. Butler (Signature) JOHN C. BUTLER (Print Name)

5813 WATERMUS WAY, ROCKHALL, MD (Address)

Laura Wirth (Signature) Laura Wirth (Print Name)

21151 Haven Rd Rock Hall (Address)
MD 21661

Mitch Arden (Signature) Mitch Arden (Print Name)

5944 Canton Ave, RH 21661 (Address)

Lori Arden (Signature) Lori Arden (Print Name)

5944 Canton Ave, RH 21661 (Address)

David Trochart (Signature) David Trochart (Print Name)

21136 Stripes Run, Rock Hall 21661 (Address)

Jacqueline Apple (Signature) Jacqueline Apple (Print Name)

5821 Cham Cove, Rock Hall 21661 (Address)

Barbara Walter (Signature) BARBARA WALTER (Print Name)

22711 Fairgate Farm Ln
Chesterton MD 21620 (Address)

Chris (Signature) Chris Armstrong (Print Name)

22711 Fairgate Farm Ln Chesterton MD (Address)
21620

Merritt George (Signature) Merritt George (Print Name)

5894 Henry Ave 21661 (Address)

Bob (Signature) Bob Swain (Print Name)

20541 / 13 Rock Hill Dr (Address)

Cherie (Signature) Cherie Randall (Print Name)

5873 Williams Sr. Dr (Address)

Travis Cannan (Signature) Travis Cannan (Print Name)

20873 Walnut St. (Address)
R.H. 21661

Richard C. Kendall (Signature) Richard C. Kendall (Print Name)

5251 Skinner's Neck Rd (Address)

Mary Elizabeth Butler (Signature) Mary Elizabeth Butler (Print Name)

5813 Watermans Way Rock Hill (Address)

Lauren Mally (Signature) Lauren Mally (Print Name)

4797 Piney Neck Rd. (Address)

Christina Beck (Signature) Christina Beck (Print Name)

6116 Tolchester Rd (Address)
Rock Hill md 21661

Carol Britten (Signature) Carol Britten (Print Name)

2195 Chesapeake Ave Rtt (Address)

DAVID STUMPF (Signature) [Signature] (Print Name)

21185 CHESAPEAKE AVE (Address)

Frank Kelley (Signature) [Signature] (Print Name)

5893 Crosby Rd Rock Hall (Address)

[Signature] (Signature) Matt Eckert (Print Name)

6157 Tolchester Rd 21661 (Address)

Megan Evans (Signature) Megan Evans (Print Name)

21132 Striper Run (Address)

Rock Hall, MD 21661

Laurie Haas (Signature) LAURIE HAAS (Print Name)

5757 Liberty St., Rock Hall, MD (Address)

Preston Yorkle (Signature) Preston Yorkle (Print Name)

Po Box 272 Rock Hall MD (Address)

Kathleen Harry (Signature) Kathleen Harry (Print Name)

21115 Carter Ave Rock Hall 21661 (Address)

Kevin McCloskey (Signature) Kevin McCloskey (Print Name)

5753 Watermans Way R.H., MD 21661 (Address)

Paul Miller (Signature) Paul Miller (Print Name)

20748 Rock Hall Ave (Address)
Rock Hall MD 21661

Naomi Gense (Signature) Naomi Gense (Print Name)

21311 Green Ln, Rock Hill, MD (Address)

Jeff Fickenscheid (Signature) JEFF FICKENSCHIED (Print Name)

20870 BAYSIDE AVE (Address)

James Heidler (Signature) JAMES HEIDLER JR (Print Name)

21200 SHARP STREET. (Address)

Barb Heidler (Signature) Barb Heidler (Print Name)

21200 SHARP ST. (Address)

Linda Buckner (Signature) _____ (Print Name)

5822 Beach Rd. (Address)

Deborah Dertisman (Signature) Deborah Dertisman (Print Name)

5826 Hellen Ct Rt, MD 21661 (Address)

Ann Delany (Signature) Laura Delaney (Print Name)

21000 Bayside Ave., Rock Hall MD (Address)

Dave VanHorn (Signature) Dave VanHorn (Print Name)

5899 N. Main St Rock Hall (Address)

Elise R. Van Horn (Signature) Elise R. Van Horn (Print Name)

5899 N. Main St Rock Hall (Address)

Sharon Ziolkowski (Signature) Sharon Ziolkowski (Print Name)

5771 Chesapeake Villa Rd. 21661 (Address)

James Gulley (Signature) JAMES GULLEY (Print Name)

5625 Boundary Ave Rock Hall MD (Address)

Lee Bair (Signature) Lee Bair (Print Name)

6119 New St Rock Hall MD (Address)

Ed Lynged (Signature) ED LYNGED (Print Name)

21028 HAVEN RD ROCK HALL, MD (Address)

Wm Ashley (Signature) William Ashley (Print Name)

5714 Crosby Rd (Address)
Rock Hall, MD 21861

Pat Lyward (Signature) PAT Lyward (Print Name)

21028 HAVEN RD (Address)
Rock Hall

John Nordhoff (Signature) John Nordhoff (Print Name)

5795 CHESAPEAKE VILLA RD. #205 (Address)

Nancy March (Signature) Nancy March (Print Name)

5795 Chesapeake Villa Rd, Rock Hall (Address)

Edward Sullivan (Signature) Edward Sullivan (Print Name)

5755 Cherry St Rock Hall (Address) md 21441

Alley D Smith (Signature) JEFFREY SMITH (Print Name)

8089 Tolchester RD (Address)
Rock Hall MD 21661

Sherry Mayne (Signature) Sherry Mayne (Print Name)

5683 main St. Rock Hall, MD (Address)
21661

Robert N Smith (Signature) ROBERT N SIMPSON (Print Name)

21241 ROCK HALL AVE (Address)

R. Basty (Signature) Ronda Basty (Print Name)

6109 Tolchester Rd (Address)
R.H. MD

Shane Pickering (Signature) Shane Pickering (Print Name)

P.O. Box 246 Rock Hall MD 21081 (Address)

Kamryn Johnson (Signature) Kamryn Johnson (Print Name)

16173 Dorion Dr. (Address)

Dale Genthner (Signature) DALE GENTNER (Print Name)

20751 BAYSIDE AVE (Address)

R.H. MD 21661

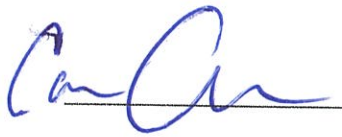
CHUCK WHITE (Signature) Chuck (Print Name)

21000 Rock Hall Ave (Address)


We are aware that an application has been submitted to the Kent County Board of License Commissioners to allow the sale of wine and liquor at the Shore Shop. As residents of Rock Hall or surrounding areas, we do not see the need for another location for the sale of wine and liquor. We are satisfied with the available location Rock Hall Liquors and Bayside Market. Another location for the sale is not desirable.

 (Signature) CARLOS A. FERNANDES (Print Name)


21326 VIRGINIA AVE, CHESTERTOWN (Address) MD, 21620

 (Signature) Casey Carroll (Print Name)

12038 PARSON HILL CT (Address)
WORTON, MD 21678

 (Signature) Debra Carroll (Print Name)

21784 Sunnyside Ave (Address)
Rock Hall MD 21620

 (Signature) Diana Georgeson (Print Name)

20791 Rock Hall Ave (Address)
Rock Hall, MD 21620

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Crystal Clark (Signature) Crystal Clark (Print Name)

23164 Baywood Ct. (Address)
Chester town MD 21620

Terry Brook (Signature) TERRY Brooks (Print Name)

5400 Crosby Rd (Address)
Rock Hall Md 21661


Alfred Brooks (Signature) Alfred Brooks (Print Name)

5400 Crosby Rd (Address)
Rock Hall Md 21661


Tyler Clark (Signature) Tyler Clark (Print Name)

5400 Crosby Rd (Address)
Rock hall Md 21661

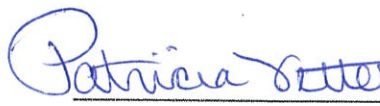
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 (Signature) Andrew Carroll (Print Name)

21309 Rock Hall Ave. (Address)
Rock Hall, MD 21661.

 (Signature) Jeannine Marsey (Print Name)

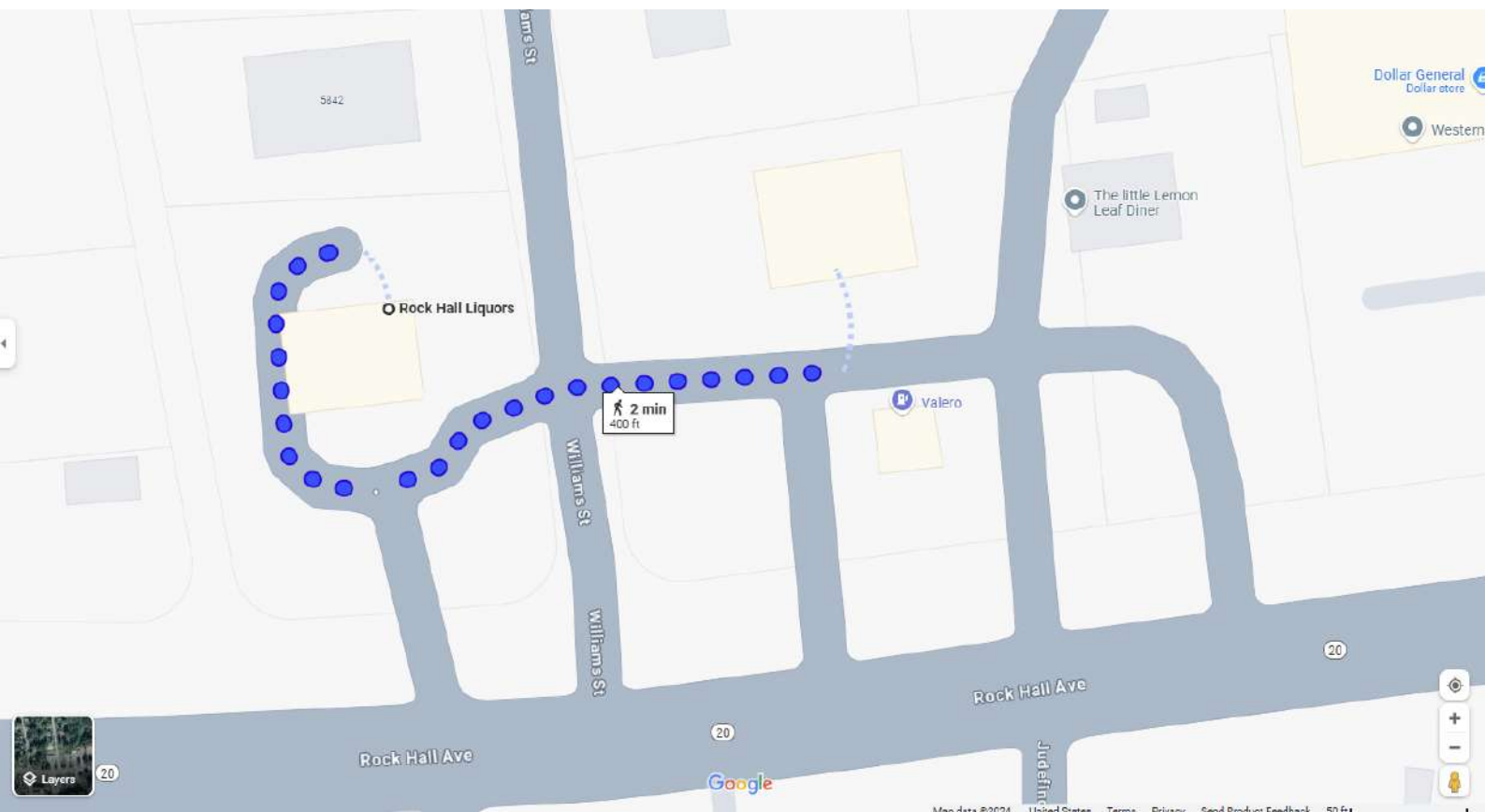
21326 Virginia Ave, Tolchester (Address)
Chestertown, Md 21620

 (Signature) Patricia Vetter (Print Name)

21265 Civic Center Dr
Rock Hall MD 21661 (Address)

 (Signature) Sabrina Patterson (Print Name)

8840 Georgetown rd
Chestertown MD 21620 (Address)



From: [Riya Patel](#)
To: [KATE](#)
Subject: Pips discount liquor
Date: Thursday, November 14, 2024 10:10:11 AM

Some people who received this message don't often get email from pipsdiscount7747@gmail.com. [Learn why this is important](#)

ATTENTION !

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Pips Discount Liquors 861 Washington Ave Chestertown, MD 21620

To: Board of License Commissioners 400 High Street Chestertown, MD 21620

Dear Members of the Board,

I am writing on behalf of Pips Discount Liquors located at 861 Washington Ave, Chestertown, MD 21620, to express our concern regarding the potential approval of additional liquor store licenses within Kent County.

As an established business in the community, we have seen firsthand the balance of supply and demand that sustains the current liquor market. The introduction of additional licenses poses a significant threat to this balance, potentially resulting in detrimental effects on existing liquor stores. The market saturation could lead to a substantial decrease in sales, making it challenging for businesses like ours to remain viable.

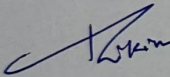
Our store has been a part of Chestertown for many years, contributing to the local economy and providing employment opportunities. We fear that additional competition could lead to financial instability for many established businesses, ultimately affecting the broader community.

We respectfully urge the Board to consider the potential negative impact on existing liquor stores and the local economy when evaluating applications for new licenses. Protecting the current businesses is vital for maintaining a healthy economic environment in Kent County.

Thank you for your attention to this matter. We hope the Board will take our concerns into serious consideration.

Sincerely,

Rikin Patel 861 Washington Ave Chestertown, MD 21620



Talegate Market 198 sassafras street Millington, MD 2165

To: Board of License Commissioners 400 High Street Chestertown, MD 21620

Dear Members of the Board,

I am writing on behalf of Talegate Market located at 198 Sassafras Street Millington, MD 21651, to express our concern regarding the potential approval of additional liquor store licenses within Kent County.

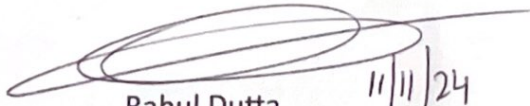
As an established business in the community, we have seen firsthand the balance of supply and demand that sustains the current liquor market. The introduction of additional licenses poses a significant threat to this balance, potentially resulting in detrimental effects on existing liquor stores. The market saturation could lead to a substantial decrease in sales, making it challenging for businesses like ours to remain viable.

Our store has been a part of Millington for many years, contributing to the local economy and providing employment opportunities. We fear that additional competition could lead to financial instability for many established businesses, ultimately affecting the broader community.

We respectfully urge the Board to consider the potential negative impact on existing liquor stores and the local economy when evaluating applications for new licenses. Protecting the current businesses is vital for maintaining a healthy economic environment in Kent County.

Thank you for your attention to this matter. We hope the Board will take our concerns into serious consideration.

Sincerely,



11/11/24

Rahul Dutta

Talegate Market

198 Sassafras Street

Millington, MD 21651

C-Town Liquors & Deli 601 Washington Ave Chestertown, MD 21620

To: Board of License Commissioners 400 High Street Chestertown, MD 21620

Dear Members of the Board,

I am writing on behalf of C-Town Liquors & Deli, located at 601 Washington Ave, Chestertown, MD 21620, to express our concern regarding the potential approval of additional liquor store licenses within Kent County.

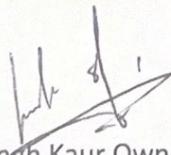
As an established business in the community, we have seen firsthand the balance of supply and demand that sustains the current liquor market. The introduction of additional licenses poses a significant threat to this balance, potentially resulting in detrimental effects on existing liquor stores. The market saturation could lead to a substantial decrease in sales, making it challenging for businesses like ours to remain viable.

Our store has been a part of Chestertown for many years, contributing to the local economy and providing employment opportunities. We fear that additional competition could lead to financial instability for many established businesses, ultimately affecting the broader community.

We respectfully urge the Board to consider the potential negative impact on existing liquor stores and the local economy when evaluating applications for new licenses. Protecting the current businesses is vital for maintaining a healthy economic environment in Kent County.

Thank you for your attention to this matter. We hope the Board will take our concerns into serious consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gurinder Singh Kaur', written over a horizontal line.

Gurinder Singh Kaur Owner, C-Town Liquors & Deli 601 Washington Ave
Chestertown, MD 21620

Lacey Cox

From: John Smith <outlook_3CA9AD7A0BB76C38@outlook.com> on behalf of John Smith <parksman@comcast.net>
Sent: Tuesday, November 19, 2024 1:20 PM
To: Kent County Commissioners
Cc: WA882023; cjones@rockhallmd.gov; ecollyer@rockhallmd.gov; tedwards@rockhallmd.gov; rseewald@rockhallmd.gov
Subject: Alcoholic Beverage License -M&M Rock Hall, LLC, dba Rock Hall One Stop Shop

You don't often get email from parksman@comcast.net. [Learn why this is important](#)

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This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Mr. Fithian, Mr. Nickerson and Mr. Price,

I am writing to voice my opposition to the Alcoholic Beverage License application submitted by and pending for the Rock Hall One Stop Shop. This application is scheduled to be discussed at this evening's (11/19) Board of County Commissioners' meeting.

My opposition is based upon the fact that there are two other existing locations within approximately 100 yards of the One Stop Shop that sell beer, wine and liquor. One of the locations is a liquor store, Rock Hall Liquors. The other is Bayside Market, the towns only grocery store.

Both Rock Hall Liquors and Bayside Market are established businesses that rely on their market share to remain viable. The town can't afford to have it's only grocery market or the livelihood of a young family put in jeopardy, which is the likely outcome if One Stop Shop's application is approved.

While I realize that One Stop Shop is the only gas station in Rock Hall, the applicants for the Alcoholic Beverage License are new owners that purchased One Stop Shop without an Alcoholic Beverage License and, therefore, their decision to purchase was an informed one, and the lack of an Alcoholic Beverage License should not affect their business decision, nor their intended operation.

Thank you for your consideration of my opinion.

John Smith
5807 Clam Cove
Rock Hall



Sargent Preston Ashley
American Legion Post 228

November 9, 2024

Board of License Commissioners
400 High Street
Chestertown, Maryland 21620

Dear Members of the Board of License Commissioners,

On behalf of the American Legion, I am writing to express our concern regarding the potential approval of additional Class A liquor licenses within Kent County. The American Legion, chartered and incorporated by Congress in 1919, is a patriotic veterans organization devoted to mutual helpfulness. As the nation's largest wartime veterans service organization, we are committed to mentoring youth, supporting wholesome programs in our communities, and promoting patriotism, honor, and strong national security.

As we consider the well-being of our community, we believe the addition of new Class A liquor licenses could have an adverse impact on existing businesses, including our own. Currently, there are two stores with Class A liquor licenses in Rock Hall, and seven or more other businesses in this small town of approximately 1,200 people also serve alcohol. Given these numbers, we question whether there is a true need for additional Class A liquor stores.

Moreover, the current liquor stores in Rock Hall have made significant investments in our community in various ways. By allowing additional licenses, the customer base could become diluted, making it more difficult for all businesses, including the American Legion, to remain viable. We are concerned that such a move could undermine the stability of existing local businesses and harm the broader economic health of our community.

We respectfully ask the Board to carefully consider these potential impacts on the local economy and existing businesses when evaluating applications for additional liquor licenses in Rock Hall and Kent County. Supporting a sustainable business environment is crucial to preserving the community we all value.

Thank you for your time and attention to this important matter. We appreciate your dedication to serving the community's interests and ensuring a healthy business environment in Kent County.

Sincerely,
Evangeline Heath
Commander
The American Legion

Board of License Commissioners

400 High Street

Chestertown, MD 21620

Dear Members of the Board of License Commissioners,

As members of the Rock Hall Lions club, we are writing to express our opposition to the Class A liquor license application for the Rock Hall One Stop Shop. Our neighborhood has two stores with Class A liquor licenses at this time, and another store is not necessary to accommodate the public.

Moreover, we have concerns about the impact a third store would have on the effect of the existing license holders, who have been active members of the community. Without a need in the market for another liquor store, we are concerned about the potential effect on the existing license holders.

It is in the interest of the general welfare of the community to limit the number of Class A liquor licenses in Rock Hall. We urge you to deny this application.

Sincerely,

Rock Hall Lions Club

Debraj Wardoff-Cepka
President

TESTIMONY LOG

PUBLIC HEARING

November 19, 2024

**M&M Rock Hall, LLC trading as Rock Hall One Stop Shop
Class A, Beer, Wine, and Liquor License**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

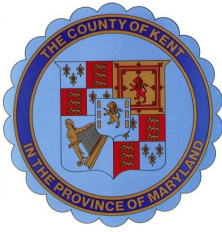
1. Lyndsey Ryan
2. John Magarak
3. Shweta Gethi
4. Bob Simpson
5. Don Curly
6. Matt Patten
7. Dan Allen
8. (Saurabh Sebli (SARBY))
9. Andrew Carroll
10. Casey Carroll
11. Titus Patel
12. RITU ~~WA~~
13. SUMIT
14. JS Sirona
15. SUKHPAL SINGH
16. Tom Moran
17. Ed Pico

**PUBLIC COMMENTS
SIGN IN SHEET
November 19, 2024**

NAME (please print)	ADDRESS	TOPIC
Rebyn Brayton	Chestertown MD	Amer Indian Proclamation
<u>Doug Belkew</u>	<u>5775 LIBERTY ST, ROCK</u>	
Lyndsey Ryan	130 N. Washington St Easton MD	
Tom CALET	5955 LANTANA RH MD 21841	
MIKE PATTERSON	5744 S HAWTHORNE RH.	
Dana ELL	P.O. 189 Rock Hill	

ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.

NAME (please print)	ADDRESS	TOPIC
KRISHAN WADHWA	822 ASHBY BR. MIDDLETOWN, DE	
SUKHPAL SINGH	435 SPRING HOLLOW DRIVE MIDDLETOWN - DE	
Mary McCees	KOPS	
Kathy Deach	23308 Sand Peps	Lig. Lic.
Alison Bostick	2150 ...	
Cindy Genther	20751 Baysides	Lig Lic.



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
11/19/2024
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

KATE NA Cover

10.28.24 4808 Shore Stop of Rock Hall #221, License Surrendered

Questions?
Please contact me:

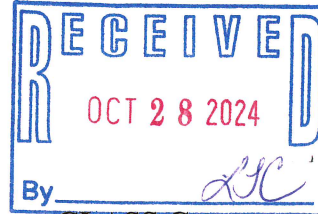
Bonnie S. Pearsall
Office: 410-810-2212
Cell: 443-282-5785
bspearsall@kentgov.org





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

Surrendered via postal mail No 4808



CLASS A

CLASS B

CLASS C

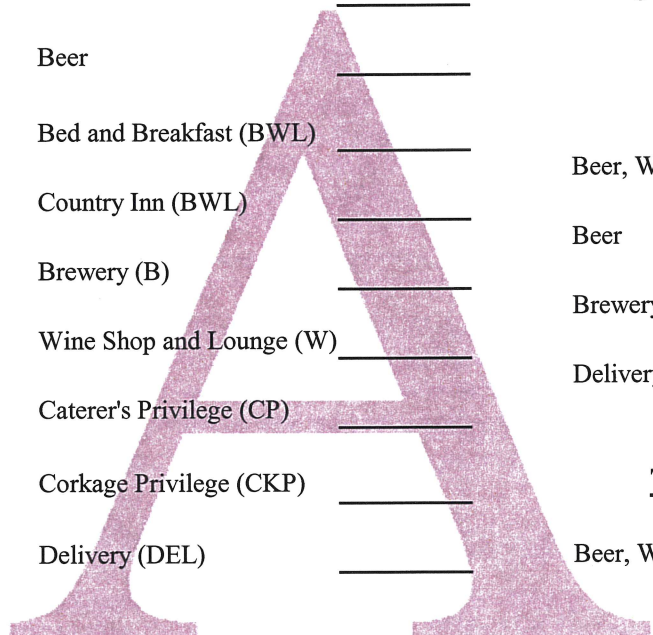
Beer, Wine, Liquor _____
 Beer and Wine X _____
 Beer _____
 Wine _____
 Delivery (DEL) X _____
BWLT-Tasting:
 Beer, Wine, Liquor _____
 Beer and Wine _____
 Beer _____
 Wine _____

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: Elizabeth Bages, President
Judith Crouch, Vice President, Secretary, Treasurer

Corporate name: GPM Investments, LLC

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

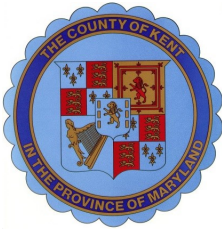
T/A: Shore Stop of Rock Hall #221
 Located: 21340 Rock Hall Avenue
Rock Hall, MD 21661

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: \$350.00 Issued the 19th day of April, 20 24 Registration No. 02977137

Patricia Mervin
 Kent County Chief Finance Officer



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
11/19/2024
County Commissioners Meeting

Item Summary:

2024 PD-48 Chestertown Volunteer Fire Company, Beer and Wine, November 8, 2024

ATTACHMENTS:

Description

KATE NA Cover

2024 PD-48 Chestertown Volunteer Fire Company, Beer and Wine, November 8, 2024, License

Questions?
Please contact me:

Bonnie S. Pearsall
Office: 410-810-2212
Cell: 443-282-5785
bspearsall@kentgov.org





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

SPECIAL CLASS "C" PER DIEM LICENSE

Beer X Beer and Wine Beer, Wine, Liquor

Effective Date(s): November 8, 2024
Event Hours of Operation: 5:00 p.m. - 8:00 p.m.
Rain Date: NONE
Cost: \$15.00

This is to certify that: Steven Bilinski, President
Cindy Morris, Secretary
Brad Russum, Deputy Chief

Club, Society, or Association: Chestertown Volunteer Fire Company
Address of Club, Society, or Association: 211 Maple Avenue, Chestertown, MD 21620

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

Type of Function: Spaghetti Dinner
Location of event: Chestertown Volunteer Fire Company - 211 Maple Ave., Chestertown, MD 21620

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

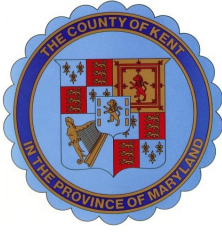
Issued the 11/7/2024 day of , 20

License fee \$15.00

Patricia Menist

Kent County Chief Finance Officer

The license holder shall display the license conspicuously at the licensed premises during the date(s) of the event.



**James Cook, Mayor, and Robert S. Resele, Town Manager, Town of
Rock Hall
11/19/2024
County Commissioners Meeting**

Item Summary:

Legislative Bond Initiative, Water Plant Filtration

ATTACHMENTS:

Description

Bond Request Filtration Project 394595

11.19.24 Letter of Support - Town of Rock Hall Water Plant Filtration Replacement

Maryland General Assembly Legislative Bond Initiative Request Form

Click here for [Guidelines](#)

Project Information

Project Name: Water Treatment Plant Filtration
Project Location County: Kent
Project Location Address: 5768 Liberty Street (Street)
Rock Hall, Md 21661 (City, MD Zip)

Please list the year of any previous bond bills or initiatives for this project:
none

Total Amount Requested: \$ 394,595.00

Briefly describe the purpose and reason for the project:

Rock Hall's Water Treatment Plant filtration process failed. Town invested \$97,782.00 to install temporary filtration system until inspection of current filters. Current filters were not able to be repaired and upgraded. Quotes (3) were received to demo and replace filtration system.

Applicant Information

Legal Name of Grantee: Town of Rock Hall - U07894470
(If a corporation or non-profit organization, give name exactly as registered with the State Department of Assessments and Taxation: <https://egov.maryland.gov/BusinessExpress/EntitySearch>. If a local government, give legal name as chartered.)

Legal Status of Grantee: Corporation Non-profit Local government Other
If other, please explain: _____

Grantee is governed by: Board of Directors Board of Trustees Other
If other, please explain: Mayor and Council of Rock Hall

Does the project, project property or recipient have any religious affiliation or involvement? Yes No

Project Contact Information:

Project Contact Name: Robert S Resele Address: PO Box 367
Project Contact Email: _____
Project Contact Phone: 443-480-1297 Rock Hall, Md
21661

Sponsor Information – TO BE FILLED-IN BY SPONSOR STAFF ONLY

Sponsor Senator or Delegate

Sponsor Name: _____ Email: _____

Co-Sponsors Information (2 max)

Co-Sponsor 1 Name: _____ Email: _____

Co-Sponsor 2 Name: _____ Email: _____

(Opposite Chamber)

Cross-File Sponsor Name: _____ Email: _____

Cross-File Sponsor 2 Name: _____ Email: _____

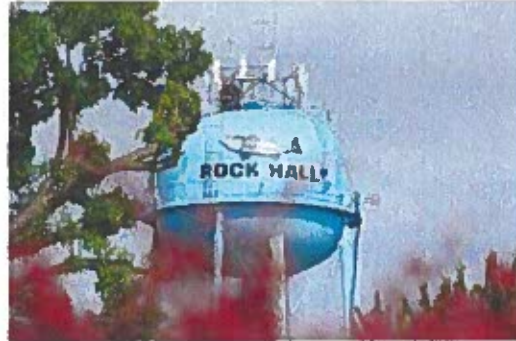
Cross-File Sponsor 3 Name: _____ Email: _____

Please submit this form from sponsor's email to LegislativeBondInitiative@mlis.state.md.us.



**Plumbing
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Industrial VAC**

An EXIGENT Company



Yardley Water Filter Final Installation

Installation of a permanent water filter solution for the Town of Rock Hall

Submitted Date: 0/00/00

Prepared By:
John Davis

Office Location:

Prepared For:
The Town of Rock Hall Maryland

o: 240.241.5060
c: 240.517.4186
e: jdavis@jpgservicesinc.com

Maryland:
8280 Stayton Dr. Ste M
Jessup, MD 20794

Virginia:
7072 Tech Circle
Manassas, VA 20109

Organization:

Address:

POC:

Phone

Email

Rock Hall, MD
21447 Rock Hall Ave, P.O. Box
367, Rock Hall, MD 21661
Robert Resele
410-639-7611
rresele@rockhallmd.gov



**Plumbing
HVAC
Industrial VAC**

An **EXIGENT** Company

October 8, 2024

Town of Rock Hall
Robert S. Resele, Town Manager
21447 Rock Hall Ave
Rock Hall, MD 21661

Re: Installation of a permanent water filter solution for the Town of Rock Hall

Bob,

At JPG Services, providing excellence in customer service is our number one goal. We are your go-to for full-service HVAC, plumbing, mechanical, and industrial VAC services with responsive, safe, sophisticated, and reliable solutions. We invest in new technology and a highly trained workforce to resolve complex issues. In an emergency or for ongoing maintenance, JPG Services' seamless integration of expertise, safety, and customer service ensures your business continues to run and provides critical services.

Thank you for allowing JPG Services the opportunity to earn your business. Please review the scope of work and pricing and contact us with any questions or changes in scope.

John L. Davis *Industrial VAC Director*

c 240.517.4186

e jdavis@jpgservicesinc.com w jpgservicesinc.com

24/7 Emergency Service 240.241.5060 d x114



**Plumbing
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Industrial VAC**

Summary Description (Scope of Work):

Value

Stabilization Phase:

S.1. LOTO valves at the water tower and drain the discharge pipe within the plant.

S.2. Disconnect the 8" discharge pipe, install a stainless steel 8×6" flange reducer with a 6" shut-off valve and a 6×4" T Fitting, then assemble a 4" shut-off valve and isolation valve on each leg of the T Fitting.

S.3. Abandon the existing black steel pipe beyond the new fitting (for demolition).

S.4. Restore maximum water storage in the tower.

S.5. Shut down the plant pumps and disconnect the 3" flange fittings on the pump manifold above the existing check valves. Then, assemble a new 4" stainless steel manifold with isolation valves and a 3×4" stainless flange fitting for connection to the filter vessel.

S.6. Reconnect the temporary filter system to the new flange connections and restore flow within the plant.

Demolition Phase:

D.1. Issue a Hot Work Permit and establish fire watch and fire suppression measures. Review the AHA for the Demolition Phase with all team members and customer representatives.

D.2. Cut the existing black steel pipe, anchors, and supports and remove all pipe and valves from the pump house as soon as possible.

D.3. Clean the existing tanks to remove water and media and dispose of all materials at the customer's lagoon facility as directed by the customer representative.

D.4. Cut an access area into each tank for confined space entry and final cleaning.

D.5. Issue a confined space entry permit and make safe entry into any tank requiring entry for final cleaning.

D.6. Transfer all demolition spoils with a suitable mechanical loader to a 30-yard roll-off container outside the plant at the side gate area.

D.7. Remove the large sand filter tank from the plant wall penetration (others will remove the wooden surround) and dispose of the material.

D.8. Clean the trash and debris from the demolition work and prepare the pump house's interior to install the new filter vessel.

Installation Phase:

I.1. Mobilize the lifting equipment to receive the filter vessel and associated media and fittings.

I.2. Move the filter vessel into the pump house through the opening at the back of the building left by the removed tank.

I.3. Fill the filter vessel with media and connect to the 4" flange fittings using the existing 4" stainless steel flexible hose.

I.4. Operate the filter to stabilize the media and backwash before taking water samples for safety testing.

I.5. Once water quality is certified by testing (the customer will provide the testing), remove the temporary equipment from the site, clean the work area, and demobilize the temporary filter.

The construction of an overhead door from the existing lintel to close the opening at the back of the building will be completed by others.

THE TOTAL INVESTMENT FOR THIS PROJECT

\$394,595.00

Our price is calculated on the following conditions:

- All work will be performed during regular working hours. This proposal does not include the cost of overtime work. Regular working hours are Monday through Friday, 6 am - 5 pm, with one full day calculated off 8 hours in any working day.
- If the client or its agent requests that more than eight (8) hours be worked in any one day, overtime rates will be applied.

The following are excluded:

- Permits
- Water Quality and Safety Testing
- Any labor not explicitly mentioned above.
- Insulating water piping
- Unforeseen conditions
- Painting, patching, ceiling work, roof work, core boring, and or any type of concrete cutting
- Inoperable valves within the water plant.
- Performance bond
- Engineered Design and or drawings.
- Structural analysis/ modifications of any kind
- Fluctuation of commodities prices such as steel, copper, refrigerant, etc...
- Repairs to pumps, piping or panels, or pit components.
- Handling of any Regulated Hazardous Materials
- Asbestos removal/abatement and containment.
- Delays, interruptions, or lack of access (including lack of access to locked areas).

Terms:

Any changes to the proposal and this scope of work by a Regulatory Agency Owner or Owner's Authorized Representative will alter this price.

This proposal includes applicable sales tax, necessary labor, miscellaneous materials, trade coordination, and project management to complete this project.

This pricing does not include any additional labor not mentioned above that is necessary because of non-functioning valves, fires, accidents, unforeseen conditions, or any delays beyond JPG's reasonable control will be billed on a Time and Material (T&M) basis.

It is further understood that: (A) At its sole discretion, JPG Services, Inc. reserves the right to issue a progress invoice to the Customer for any accrued labor, services, equipment, and material costs after any billing period, notwithstanding the completion percentage regarding the agreed upon scope of work, and (B) This proposal is good for 30 days from the above-referenced date.

The agreement will have a one (1) year term and can be canceled with thirty (30) days' notice by either party. Payment terms are net 30.

Authorized Signature: Robert S. Resele Date: 9-31-2024

Print Name: Robert S. Resele

***We look forward to working with you on this project.
Please feel free to call if you have any questions
or need further information.***



10/28/2024

Town of Rock Hall
21447 Rock Hall Ave
Rock Hall, MD 21661

Via Email to Robers S. Resele, Town Manager

Re: Town Sand Filter (domestic water) condition report

Thank you for the opportunity to provide industrial VAC solutions and services for your facilities. We are pleased to submit the following report of findings from our September 4, 2024 Maintenance Investigation.

Summary of Intended Scope: Bypass the town water filter ("Horizontal Filter") with a modular temporary filter ("Yardley") and clean the sand bed media from the Horizontal Filter to prepare it for media replacement.	
Date of the Maintenance Investigation	September 4-5, 2024
Conclusion of the Maintenance Investigation (final assessment)	Horizontal Filter has structurally failed

Comments:

A team of JPG technicians bypassed the Horizontal Filter to allow it to be opened for inspection and to remove the existing (spent) media. On inspection, the sand media was found to be fused with significant amounts of iron deposits, preventing the media bed from being fully removed.



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In addition, significant iron deposits accumulated on the interior surfaces of the filter vessel, and some portions of the vessel baffles have deteriorated and broken away from the tank wall, rendering them ineffective.

As a result of these conditions, the Horizontal Filter could not be rehabilitated without cutting the tank open, rebuilding the baffles, and restoring the media. The condition of the steel that comprises the tank is so deteriorated that a proper repair could not be guaranteed.

For this reason, JPG recommended removing the Horizontal Filter and the associated steel pipes that supply water to and from the vessel and installing a permanent filter system consistent with the Yardly unit.

Photos of the tank condition(s) are attached.

John L Davis *Industrial VAC Director*

c 240.517.4186 d x114

e jdavis@jpgservicesinc.com w jpgservicesinc.com

24/7 Emergency Service 240.241.5060



**Plumbing
HVAC
Industrial VAC**



PACP, MACP, LACP
Certificate U-0519-070304881

Headquarters
8260 Patuxent Range Rd
Jessup, MD 20794

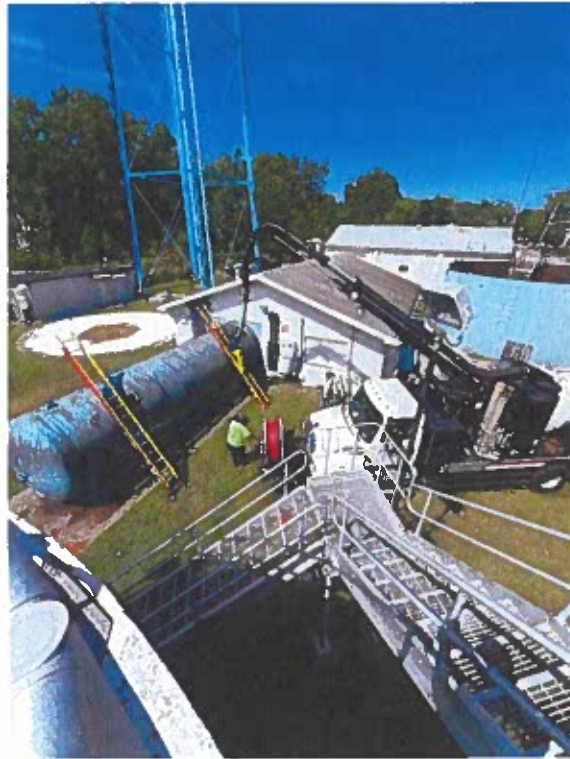
Virginia Office
7072 Tech Circle
Manassas, VA 20109

John Davis

JPG Plumbing and Mechanical, Inc.

10/29/2024 | 16 Photos

Photos of Horizontal Filter Investigation



Tank and Media Conditions

General Conditions are noted in comments

1



Shows the deterioration of the distribution header at the top of the horizontal tank

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 11:16am

Creator: John Davis

2



Media and iron flake

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 11:19am

Creator: John Davis

3



distribution header

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 11:38am

Creator: John Davis

4



Distribution header - the pipe is brittle to the touch

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 11:55am
Creator: John Davis

5



Media conditions

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 11:57am
Creator: John Davis

6



Cracks in the interior black-steel pipes inside the Horizontal Filter

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 11:57am
Creator: John Davis



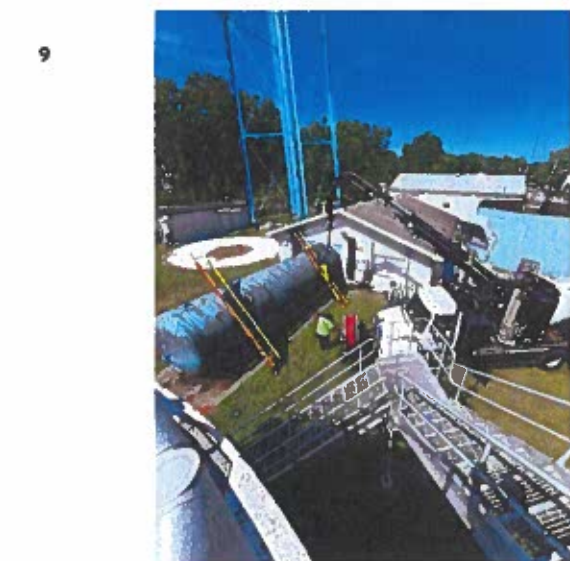
Interior conditions

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 11:59am
Creator: John Davis



Interior conditions

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 12:01pm
Creator: John Davis



Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 1:37pm
Creator: John Davis

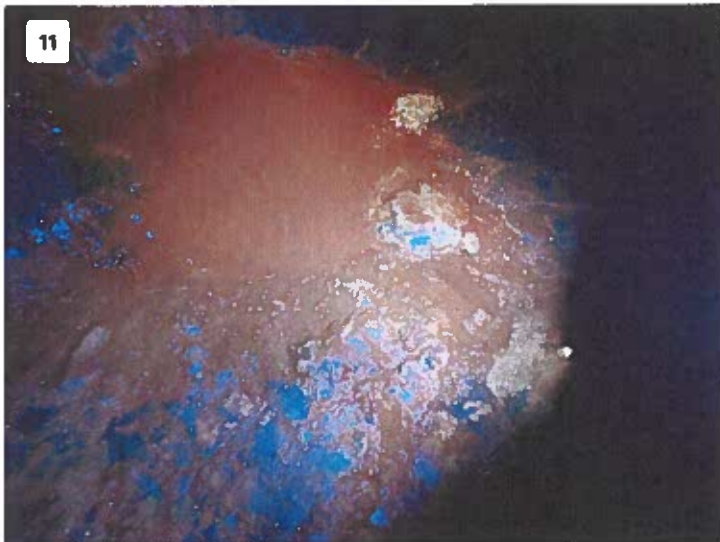
10



Accumulated Iron

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 2:10pm
Creator: John Davis

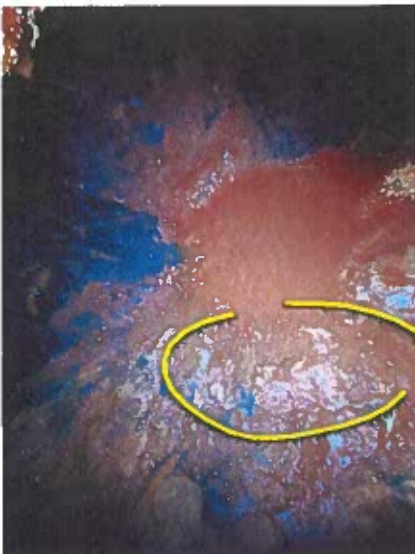
11



Media bed

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 2:14pm
Creator: John Davis

12



Media bed with large iron accumulation

Project: Rock Hall Water Filter Rebuild
Date: 9/4/2024, 2:14pm
Creator: John Davis

13



Flakes of solidified iron sediment and flaking steel from the tank walls

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 2:24pm

Creator: John Davis

14



Removing water from the Horizontal Filter

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 3:29pm

Creator: John Davis

15



The back of the final baffle wall

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 3:31pm

Creator: John Davis

16



A portion of the baffle that has broken free

Project: Rock Hall Water Filter Rebuild

Date: 9/4/2024, 3:31pm

Creator: John Davis



June 10, 2024

Via Email: rresele@rockhallmd.gov

Robert S. Resele, Town Manager
21447 Rock Hall Ave
Rock Hall, MD 21661

Re: Proposal - 54" Water Filtration Unit for Bypass and filter media removal and investigation of existing sand filter vessel.

Thank you for the opportunity to provide industrial water quality and VAC solutions and for your municipality. We are pleased to submit the following proposal, including our Scope of Work and comments for a next-step strategy.

Summary Description of PHASE ONE: Provide a 54" sand-filter to bypass the town's original sand-filter vessel; allow for media removal and investigation of vessel conditions; provide sand-filter bypass during investigation and rebuilding of the original vessel.	
Provide all labor, equipment, and materials to complete PHASE ONE	\$97,782.00

Scope of work:

1. Coordinate with the customer-designated point of contact to schedule all service.
2. Prefabricate NSF61 Approved Hoses and fittings for connecting temporary equipment.
3. Prefabricate and 3X rinse a Yardley 4-Pod 54-inch Diameter Sand filter (hereafter referred to as, "Yardley") for installation.
4. Deliver the Yardley for installation on customer's site outside of the pump room.
5. Conduct an onsite Safety Review and complete a JHA and review with the team.
6. Prepare the Yardley for installation and verify proper functionality and readiness.
7. Disconnect the inlet and outlet pipes from the town's existing sand filter vessel by disconnecting the flange fittings on each leg of the system.

8. Cut the 6" steel inlet header pipe and weld a flange in place, allowing for reconnection with the inlet pipe when the bypass has been completed.
9. "Blind" the 6' flange during the bypass to protect the interior of the pipe.
10. Make new flange connections at each leg and assemble copper pipe to and through the window of the pump room for connection(s) to the Yardley.
11. Connect the inlet and outlet pipes via CAM fittings to NSF61 approved flexible hoses for connection to the Yardley filter.
12. Construct cribbing as needed to support pipe and construct a wooden ramp over the flexible hoses and power cable(s) in pedestrian traffic areas near the pump room doorway to protect against tripping hazards.
13. Stabilize all new piping with pipe hangers/supports.
14. Temporarily close the window area around the pipe penetrations with plywood.
15. Operate the Yardley and begin water quality testing and data collection.
16. After the Yardley has demonstrated a suitable water quality level is maintained by its operation, mobilize the appropriate VAC equipment to the customer site to remove the sand filter media from the original vessel.
17. Establish a safe work area around all equipment and mark the area with safety cones.
18. Conduct an on-site safety review and JHA (ladder safety and confined-space-entry awareness; chemicals stored on site).
19. Evacuate the media and debris from the original sand-filter vessel.
20. Spent media disposal will be on-site or at such other location as designated by the authorized customer representative.
21. Use (customer-supplied) hose-bib water connection to clean the vessel thoroughly for inspection and structural evaluation.
22. Inspect the vessel to look for any defects or structural issues with CCTV if possible.
23. Render the vessel safe and complete a service report for Phase ONE.

Notes on the intent for Phase TWO:

1. There are conditions within the original sand-filter vessel and in the associated steel pipes that can not be ascertained until Phase ONE of the project has begun.
2. Provided that the original sand-filter vessel is intact and interior conditions support rebuilding that unit, the volume, and composition of media will be proposed under a separate document, within one (1) day of the final determination of condition(s).
3. The proposal for rebuilding the original sand-filter will include all replacement media and media installation, as well as the reconnection of the 6" steel inlet header.
 - a. The condition of the steel pipe and the amount of pipe deterioration will not be known until the pipe is cut as part of the bypass installation.

- b. Pipe segment(s) may need to be replaced for a permanent repair.
- c. Estimates for pipe replacements, as needed, will be included as a separate line-item in the Phase TWO proposal.
4. If the original sand-filter is not a candidate for rebuilding an option will be proposed to install the Yardley on a permanent basis.
5. The intent is to evaluate the original sand-filter vessel and arrive at a decision as quickly as possible and minimize the need for the Yardley as a bypass solution.
6. JPG and its agents will provide any necessary documentation or expert testimony to support the client's internal approval process for any portion of this project.

The following are excluded:

- Repairs to piping or panels.
- Handling of any Regulated Hazardous Materials
- Asbestos removal/abatement and containment.
- Insulation of pipes or sand-filter components.
- Electrical work.
- Delays, interruptions, or lack of access (including lack of access to locked areas).

Any changes to this proposal or the scope of work by the Owner or their Authorized Representative will alter this price. This proposal is valid for thirty (30) days and includes sales tax, trade permits if required, necessary labor, miscellaneous materials, trade coordination, safety planning, and project management. This price does not include the removal of any hazardous materials.

This contract may require the pumping and disposal of regulated waste generated by the customer, known in this case as "Generator." The generator acknowledges that it is fully liable for its generated waste even after JPG has pumped it. If a designated disposal facility refuses to accept any waste from the Generator or, after testing, finds that the Generator's waste contains unacceptable levels of contaminants or toxic materials such as PCB contamination; then, in that case, the Generator shall bear full responsibility for all additional disposal and decontamination charges, including any fines or fees of any kind imposed by the designated disposal facility. Any increase in disposal charges imposed by the disposal facility during the term of this contract shall be added to and increase the per-service event cost.



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This proposal shall become binding only upon your acceptance below. JPG shall not be responsible for the damage or delay due to fires, accidents, or other causes beyond its reasonable control. This Agreement will automatically renew at the end of the original term unless it is canceled as provided for herein. Payment terms are net 30. JPG reserves the right to bill invoices based on the progress of the work.

Authorized Signature: _____

Date: _____

Thank you again for the opportunity,

John L Davis *Industrial VAC Director*

c 240.517.4186 d x114

e jdavis@jpgservicesinc.com w jpgservicesinc.com

24/7 Emergency Service 240.241.5060



**Plumbing
HVAC
Industrial VAC**

Headquarters
8260 Patuxent Range Rd
Jessup, MD 20794

Virginia Office
7072 Tech Circle
Manassas, VA 20109

4-Pod 54-inch Diameter Sandfilter

Product Description

Skid mounted high rate automatic backwashing sand media filter (4 tanks (pods)) designed for general-purpose water filtration of organic and inorganic solids (Yardney Model # IL5424-4AS3). Powered by 110 V external power supply, or battery with solar cell recharge for remote operation.

WEIGHTS AND MEASURES

» Capacity:	..... 504 – 756 gpm (Normal flow range) 1000 gpm (Peak flow)
» Design Press:	..... 80 psi maximum
» Temperature:	..... Limit to ambient. Consult Baker if temperature exceeds 100 degrees.
» Filtration:	..... To 50 microns
» Height:	..... 7'-7" (overall)
» Width:	..... 5'-0"
» Length:	..... 20'-1" (skid length) 21'-3" (incl. pipe overhang on end of unit)
» Weight:	..... 4,900 lbs. – equipment only 14,500 lbs. – media only 26,900 lbs. - operational
» Backflush:	..... 240 gpm, automatic

OPERATING REQUIREMENTS

» Compressed Air:	..... 5 cfm minimum at 60 psi supplied by integrally mounted compressor.
» Sand Media:	..... Crushed silica, 0.47MM (#80 grit)
» Gravel Media:	..... #3 crushed rock, ½" x ¾"
» Input Power:	..... Selectable input power of customer supplied 110 V AC, or 12V DC from a unit mounted solar package.
» Output Power:	..... 12V DC

FEATURES

» System Controller:	..... Automatic Filter Controller. Flush activation based on elapsed time and/or pressure differential.
» Piping:	..... Inlet & outlet pipe is 6" A53B, 3/16" wall; weld fittings are A234; flanges are A106. Backflush piping is 4" schedule 40 PVC.
» Solar Panel:	..... Uni-Solar Model UA-5 (5 watts) module.
» Press. Gauge:	..... 2" face, ½" NPT bottom connection, stainless steel case, plexiglass lens, brass bourdon tube, 0-100 psi range.

FEATURES – con't

» Flowmeter:	..... Six-inch propeller type meter, AWWA C704-92 compliant. Instantaneous flowrate indicator and six-digit totalizer. Accuracy is ±2% of reading. Repeatability of 0.25%. Rated at 90-1200 gpm, 150 psi, 160°F. Tube: epoxy-coated carbon steel; Impeller: high-impact plastic.
» Butterfly Valves:	..... <u>Effluent / Influent:</u> 6" with cast iron body (epoxy coated), EPDM seal, 304 SS stem and aluminum bronze disc. <u>Tank Isolation:</u> 4", grooved ends, EPDM disc coating
» Ball Valves:	..... Four-inch, bronze body and brass ball; seat is carbon/glass-filled PTFE. ¼ turn open or close.
» Solenoid Valve:	..... 12V DC, normally closed type 7121V (energizing opens valve).
» Differential Press. Switch:	..... 0-30 psid. Two-inch dial, plated steel case, ±3% accuracy.
» Air / Vacuum Release Valve:	..... 2" valve, mounted on backwash, influent and effluent lines
» Battery:	..... Sealed rechargeable lead-acid, 12V, NP2.6-12
» Battery Charger:	..... Power-Sonic Model PSC-12500A, 12 volts.
» Tubing:	..... Pressurized – ½" 304 ss w/ Hoke fittings; Drain - ½" polypropylene; Vent – schedule 80 PVC

SURFACE DETAILS

» Interior Coating:	..... 3M Skotchkote 134
» Exterior Coating:	..... High Gloss Polyurethane

WETTED MATERIALS (for material compatibility check)

Carbon Steel*	..... Pod shell and heads; piping; flowmeter
304 Stainless Steel	..... Pressurized tubing
Cast Iron	..... Butterfly valves
EPDM	..... Butterfly valve seats & disc coating
Bronze/Brass	..... Ball valves
PVC	..... Vent tubing
3M Skotchkote 134	..... Vessel lining

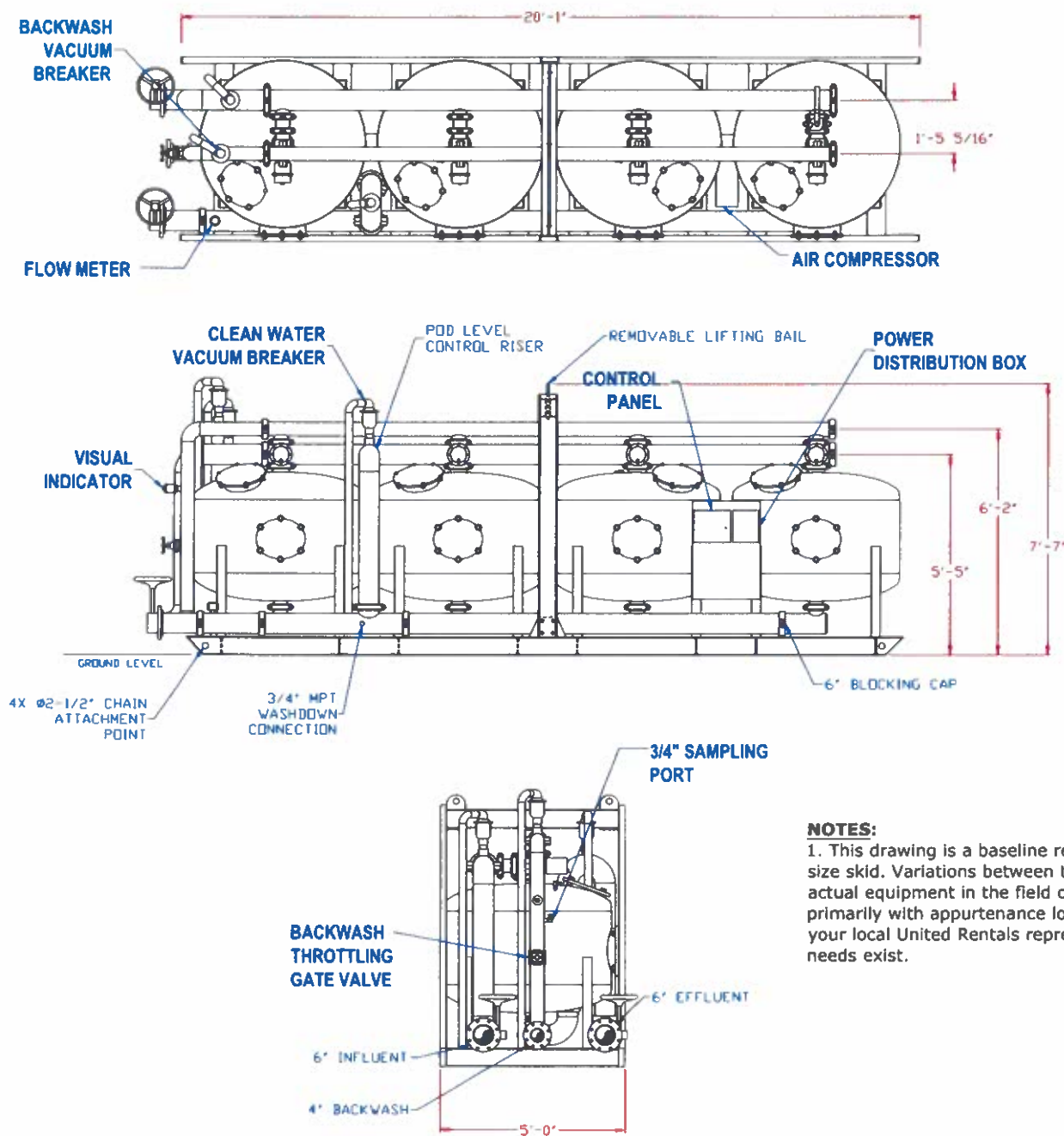
*Theoretically if the vessel has an interior liner, no carbon steel should be exposed to the liquid. However, if there are areas of thin or missing liner, bare carbon steel will be exposed. It is always a good idea to check compatibility of carbon steel even if the vessel interior is lined.



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4-Pod 54-inch Diameter Sandfilter



NOTES:

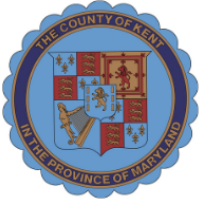
1. This drawing is a baseline representation for this size skid. Variations between this drawing and the actual equipment in the field can exist, primarily with appurtenance locations. Consult your local United Rentals representative if specific needs exist.



100 First Stamford Place, Ste 700
Stamford, CT 06902 | USA

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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

November 19, 2024

DRAFT

James Cook, Mayor
Town of Rock Hall
P.O. Box 367
Rock Hall, MD 21661

RE: Kent County supports the Town of Rock Hall's Emergency Replacement of Water Plant Filtration

Dear Mayor Cook,

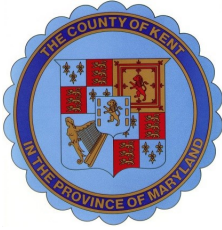
The Kent County Commissioners support the Town of Rock Hall's Legislative Bond Initiative application for an emergency replacement Water Plant Filtration. The well-being of Kent County residents and its water tributaries is important. Replacing the existing pump stations will ensure the operation runs at full capacity and prevent the drainage system from failing.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member



**James Cook, Mayor, and Robert S. Resele, Town Manager, Town of
Rock Hall
11/19/2024
County Commissioners Meeting**

Item Summary:

Legislative Bond Initiative, Pump Stations (1,2,3)

ATTACHMENTS:

Description

Town of Rock Hall Bond Request Match \$375,250.00

11.19.24 Letter of Support - Town of Rock Hall Request Match Funding for Pump Stations (1,2, & 3)
Replacement

Maryland General Assembly Legislative Bond Initiative Request Form

Click here for [Guidelines](#)

Project Information

Project Name: Town of Rock Hall
Project Location County: Kent
Project Location Address: 21447 Rock Hall Avenue (Street)
Rock Hall, 21661 (City, MD Zip)

Please list the year of any previous bond bills or initiatives for this project:

None

Total Amount Requested: \$ 375,250

Briefly describe the purpose and reason for the project:

25 % Match funding for Pump Stations (1,2,3) replacement from Congressional Directed Spending of \$1,501,000

Applicant Information

Legal Name of Grantee: Town of Rock Hall - U07894470
(If a corporation or non-profit organization, give name exactly as registered with the State Department of Assessments and Taxation: <https://egov.maryland.gov/BusinessExpress/EntitySearch>. If a local government, give legal name as chartered.)

Legal Status of Grantee: Corporation Non-profit Local government Other

If other, please explain: _____

Grantee is governed by: Board of Directors Board of Trustees Other

If other, please explain: Mayor and Council of Rock Hall

Does the project, project property or recipient have any religious affiliation or involvement? Yes No

Project Contact Information:

Project Contact Name: Robert S Resele Address: PO Box 367 Rock Hall, MD 21661
Project Contact Email: rresele@rockhallmd.gov
Project Contact Phone: 443-480-1297

Sponsor Information – TO BE FILLED-IN BY SPONSOR STAFF ONLY

Sponsor Senator or Delegate

Sponsor Name: _____ Email: _____

Co-Sponsors Information (2 max)

Co-Sponsor 1 Name: _____ Email: _____

Co-Sponsor 2 Name: _____ Email: _____

(Opposite Chamber)

Cross-File Sponsor Name: _____ Email: _____

Cross-File Sponsor 2 Name: _____ Email: _____

Cross-File Sponsor 3 Name: _____ Email: _____

Please submit this form from sponsor's email to LegislativeBondInitiative@mlis.state.md.us.

AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES—Continued

[Community Project Funding/Congressionally Directed Spending]

Pursuant to this Act, for contents identified in the "Account" column as "Rural Community Facilities Program Account", the specified amounts will be executed out of the Nonrecurring Expenses Fund under the same authorities and conditions as amounts made available in the second paragraph under the heading "Rural Community Facilities Program Account".

Agency	Account	Project	Recipient	Location	Amount	Requestor(s)		Origination
						House	Senate	
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Water Infrastructure Improvements	Village of Mill Shoals, IL	IL	3,000,000	Bost		H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Elevated Water Tank Rehabilitation	Village of Newark	IL	369,000	Underwood		H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Water Infrastructure Improvements	Saline Valley Conservancy District	IL	800,000	Bost		H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Muhlenberg County Landfill	Muhlenberg County, KY	KY	2,000,000	Guthrie		H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Wastewater Improvements	St. Mary Parish Government	LA	1,750,000	Higgins (LA)		H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Water Infrastructure Improvements	Town of Rock Hall, MD	MD	1,501,000	Harris	Cardin, Van Hollen	H
Rural Utilities Service	Rural Water and Wastewater Disposal Grants	Wastewater Improvements	Town of Greensboro, MD	MD	5,000,000	Harris	Cardin, Van Hollen	H

Rock Hall Sewage Pumping Stations Nos. 1, 2 & 3 Upgrades

Project Purpose & Summary

Proposed Project

The existing pump stations will be converted from wet well/dry well system to suction lift pump stations. The existing wet wells will be cleaned, repaired, and recoated internally. The mid-level grating platform will be removed. The wet well's ventilation system will be replaced. The existing standby generator will be refurbished. The existing dry well will be decommissioned. A foundation will be built at the appropriate high water level elevation, with input from Maryland Coast Smart C.R.A.B. for a new packaged suction lift pumping station, to be installed and connected to the existing wet well. Piping will be installed to connect the new suction lift pump station to the existing wet well and to the existing force main. A new power service connection will be installed to supply power to the new suction lift pump station. The new packaged suction lift pump station will come with its own control system but will need to be connected to a new SCADA panel for remote monitoring. Bypass pumping will be in service during the upgrade process. A mounted diesel bypass pump will be installed on the site and plumbed into the wet well and force main.

Need for Project

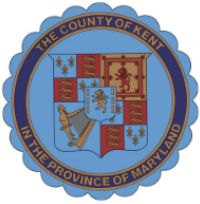
The existing sewage pumps, piping and control systems at these stations are at the end of their usable life and in need of replacement. In addition, the existing dry wells are approximately 20 feet below ground and filled with electrical components, making it very unsafe to enter. The existing dry well's piping is leaking along with the pipe's concrete penetrations. At several of these stations, only one (1) pump is in operation resulting in no redundancy. The stations are routinely bypassed due to

pump failures. The standby generators are not operational at all stations. The control system is basic and there is no connectivity outside the pump station grounds. To continue to operate this way will jeopardize the health of the drainage system directly adjacent to the pump stations since overflows are imminent. Due to the existing sites being within three miles of shellfish waters and a public swimming beach, additional measures will need to be taken for the resiliency of the station to natural disasters and sea level rise.

ROCK HALL WASTEWATER PS #1, #2, and #3 UPGRADE
ENGINEERS PRELIMINARY PROJECT COST ESTIMATE



Item/Structure	Quantity		Construction Estimate	
	Number	Unit	Unit Cost	Total
General Conditions (8% Constr. Costs)	1	LS	\$139,200	\$139,200
Mobilization (5% Constr. Costs)	1	LS	\$87,000	\$87,000
Erosion & Sediment Control	1	LS	\$5,000	\$5,000
Temporary Bypass Pumping	90	Days	\$1,500	\$135,000
Subtotal				\$366,200
COMMON IMPROVEMENTS				
Well Well Rehab	3	LS	\$50,000	\$150,000
Generator Rehab	3	LS	\$20,000	\$60,000
Dry Well Decommissioning	3	LS	\$25,000	\$75,000
Subtotal				\$285,000
MECHANICAL				
New Packaged Pump Station	3	LS	\$300,000	\$900,000
Foundation for New Pump Station	3	LS	\$20,000	\$60,000
New Yard Piping	3	LS	\$30,000	\$90,000
New Bypass Pump	3	LS	\$75,000	\$225,000
Subtotal				\$1,275,000
ELECTRICAL				
New PS Power Connection	3	LS	\$15,000	\$45,000
New SCADA Panel	3	LS	\$45,000	\$135,000
Subtotal				\$180,000
Total Construction Costs				\$1,740,000
Contingency (15%)				\$261,000
Total Project Cost				\$2,001,000



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

November 19, 2024

DRAFT

James Cook, Mayor
Town of Rock Hall
P.O. Box 367
Rock Hall, MD 21661

RE: Kent County supports the Town of Rock Hall's Request for 25% Match Funding for Pump Station Replacement

Dear Mayor Cook,

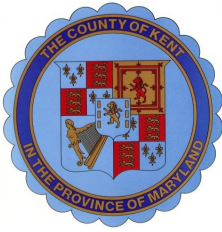
The Kent County Commissioners support the Town of Rock Hall's Legislative Bond Initiative application for funding to replace Pump Stations 1, 2, and 3. The well-being of Kent County residents and its water tributaries is important. Replacing the existing pump stations will ensure the operation runs at full capacity and prevent the drainage system from failing.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member



Annie Richards, Chester River Keeper, ShoreRivers
11/19/2024
County Commissioners Meeting

Item Summary:

Program Presentation And Request For Support

ATTACHMENTS:

Description

Langford WWA County Commissioners

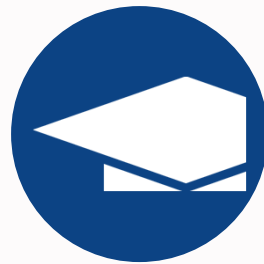
WWA LOC Kent Commissioners



SHORE RIVERS

Protect and restore
Eastern Shore
waterways through
science-based:

Advocacy
Restoration
Education
Engagement



ADVOCATE



Advocated on 60 bills in the 2023 legislative session including one that better controls stormwater pollution from construction sites.

Proactively engaged with three new secretaries of Maryland state agencies to collaboratively advance our work on the Eastern Shore.



At her request, hosted Lt. Governor Aruna Miller and her team to provide expert context on **local Bay cleanup efforts** and opportunities.

Continued monitoring environmental effects from **Trappe East development** and Valley Proteins/Darling Ingredients rendering facility.



Hosted Department of Natural Resources Critical Area Commission workgroup to provide local insight on protecting valuable buffers; Chester Riverkeeper now sits on Commission for a renewable three-year term.

Miles-Wye Riverkeeper sits on the **Eastern Bay Oyster Coalition Workgroup**, which is convened by the Oyster Recovery Partnership, with support from the National Fish and Wildlife Foundation.



EDUCATE

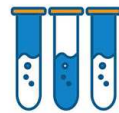


Led environmental education lessons and field trips with **3,200 students from four counties.**

Hosted 70+ students and mentors at the second annual **Upper Shore Youth Environmental Action Summit.**



Developed partnerships with **12 environmental and social justice community groups** to advance shared goals around diversity, equity, and access.



Launched first cohort of **40 Next Generation Land Stewards** to share resources and knowledge about sustainable farm management.

Tested for harmful bacteria at **50 sites**; installed bilingual signage at 20 popular access points.



500+ VOLUNTEERS

planted trees, build oyster cages, stuff envelopes, test for bacteria, grow oyster spat, and more!

Monitored tidal water quality weekly at **66 sites** and shared data publicly.



RESTORE

Removed more than **13,000 lbs** of invasive water chestnut from the **Sassafras** since 2019.



Harvested and planted **four million underwater grass seeds** for restoration; monitored 100 miles of shoreline to report and record grass beds.



Planted **18 million oysters** in Eastern Bay with the Oyster Recovery Partnership.

Placed restoration projects on

9 schoolgrounds, in
9 faith communities, for
3 community organizations, and in
21 community parks since 2019.

Reduced **159,841 lbs. of nitrogen** and **16,281 lbs. of phosphorus**, **5,501 tons of pollution** annually through 260 projects on farmlands and in urban areas since 2015.

Created or restored **30+ acres of wetlands** since 2019.



Trained 37 new Tree Steward volunteers; planted more than **300 native plants and trees** in 18 months.

With **Project Clean Stream** volunteers, collected 4,500 lbs. of trash from 16 sites.



CONNECT

Managed **68** government grants that funded restoration and outreach across the region.

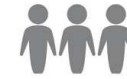


Hosted 550 community members as guests at our **Solstice Celebration and Riverside Rendezvous**, who generously gave more than \$239,000.



Stewarded nearly **1,500** donor households.

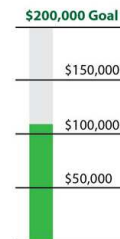
Selected for innovative new **Chesapeake Bay Trust** program which enabled us to connect with **20 community-based organizations** and mentor eight of them to submit new applications for restoration project funding.



Led eight enlightening expeditions with **100+ participants.**



Welcomed **406** first-time donors.



Raised \$104,000 toward our \$200,000 goal for the **Nina Rodale Houghton Riverkeeper Endowment** to unlock \$100,000 from the Rollins-Luetkemeyer Foundation.

ADVOCATE



Advocated on **60 bills** in the 2023 legislative session including one that better controls stormwater pollution from construction sites.

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Miles-Wye Riverkeeper sits on the **Eastern Bay Oyster Coalition Workgroup**, which is convened by the Oyster Recovery Partnership, with support from the National Fish and Wildlife Foundation.



Established ourselves as a **leader on legislation** at state and county levels to protect people and the environment from dangerous, industrial sludge.

EDUCATE



Led environmental education lessons and field trips with **3,200 students** from four counties.

Hosted **70+ students** and mentors at the second annual **Upper Shore Youth Environmental Action Summit**.



Developed partnerships with **12 environmental and social justice community groups** to advance shared goals around diversity, equity, and access.



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RESTORE

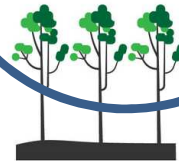
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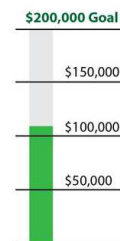
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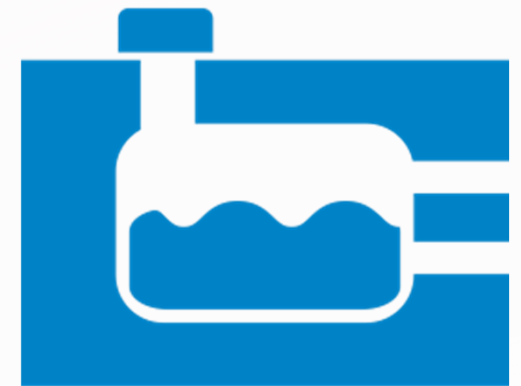
NON POINT POLLUTION SOURCES



Stormwater



Agriculture



Septic
Systems



TIDAL TESTING

- Nitrogen
- Phosphorus
- Chlorophyll - a
- Temperature
- Salinity
- Dissolved Oxygen
- Clarity



14 sites
Crumpton -
Rock Hall



April - October
2x per month



MTAC Protocols
Mid- Atlantic Tributary
Assessment Coaltiion

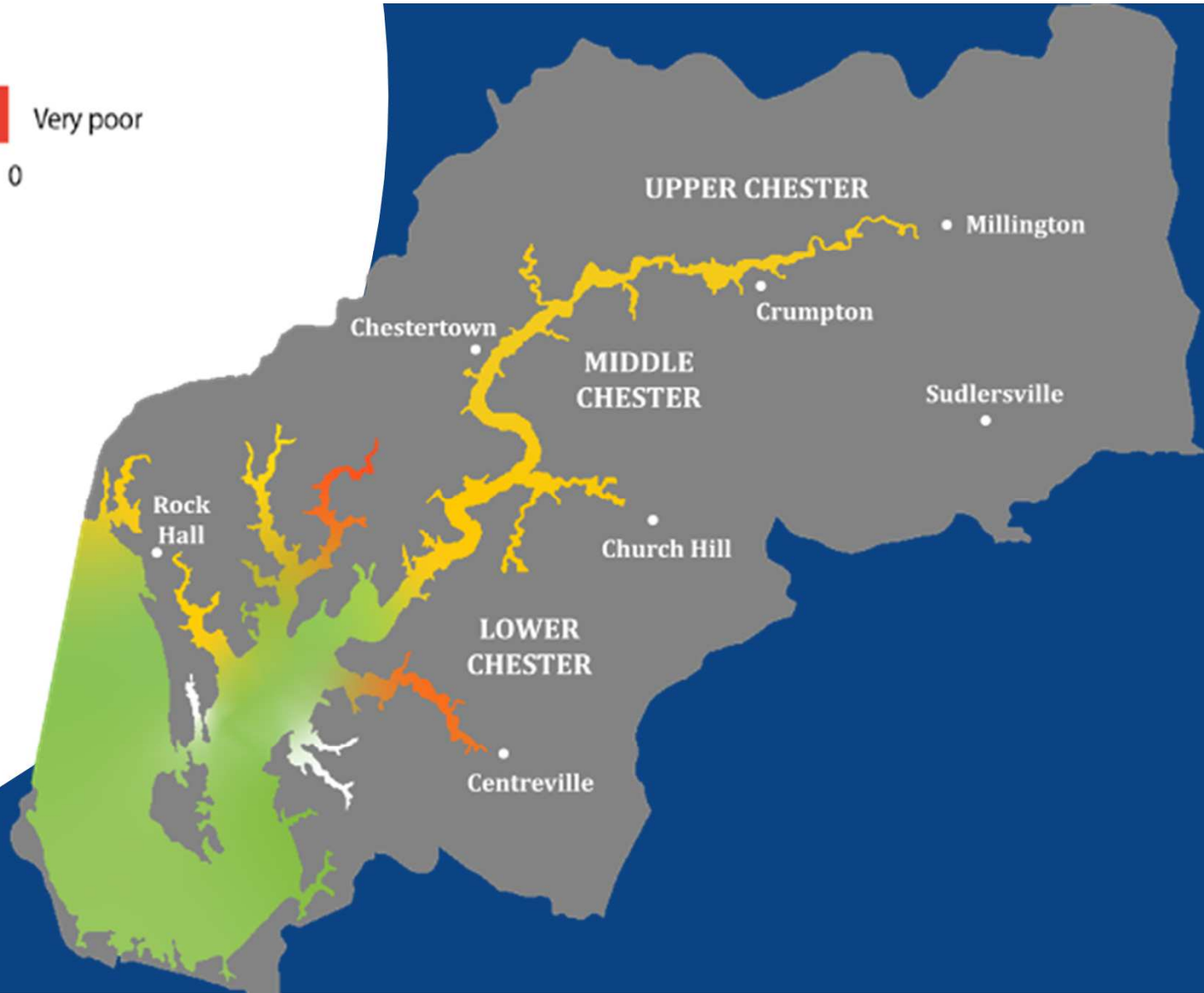


Shared with
Govt. Agencies

BAY HEALTH SCALE



CHESTER RIVER
C⁺



CHESTER 2023 WATER QUALITY

	Oxygen	Nitrogen	Phosphorus	Clarity	CHL- a	GRADE
Chester						
Corsica						
Langford						
Grays Inn						
Southeast Creek						
Swan Creek						



CHESTER 2023 WATER QUALITY

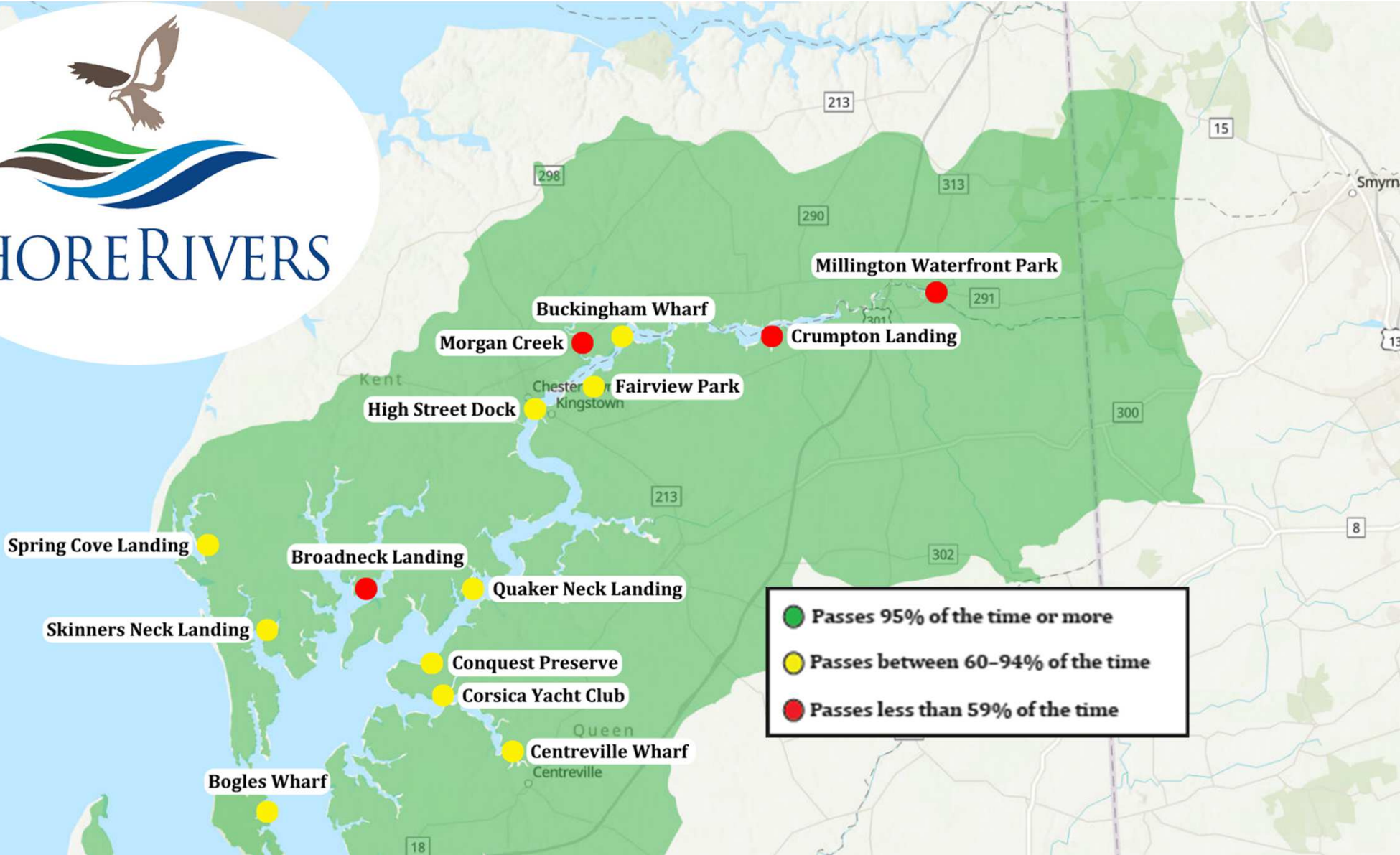
Oxygen Nitrogen Phosphorus Clarity CHl- a GRADE

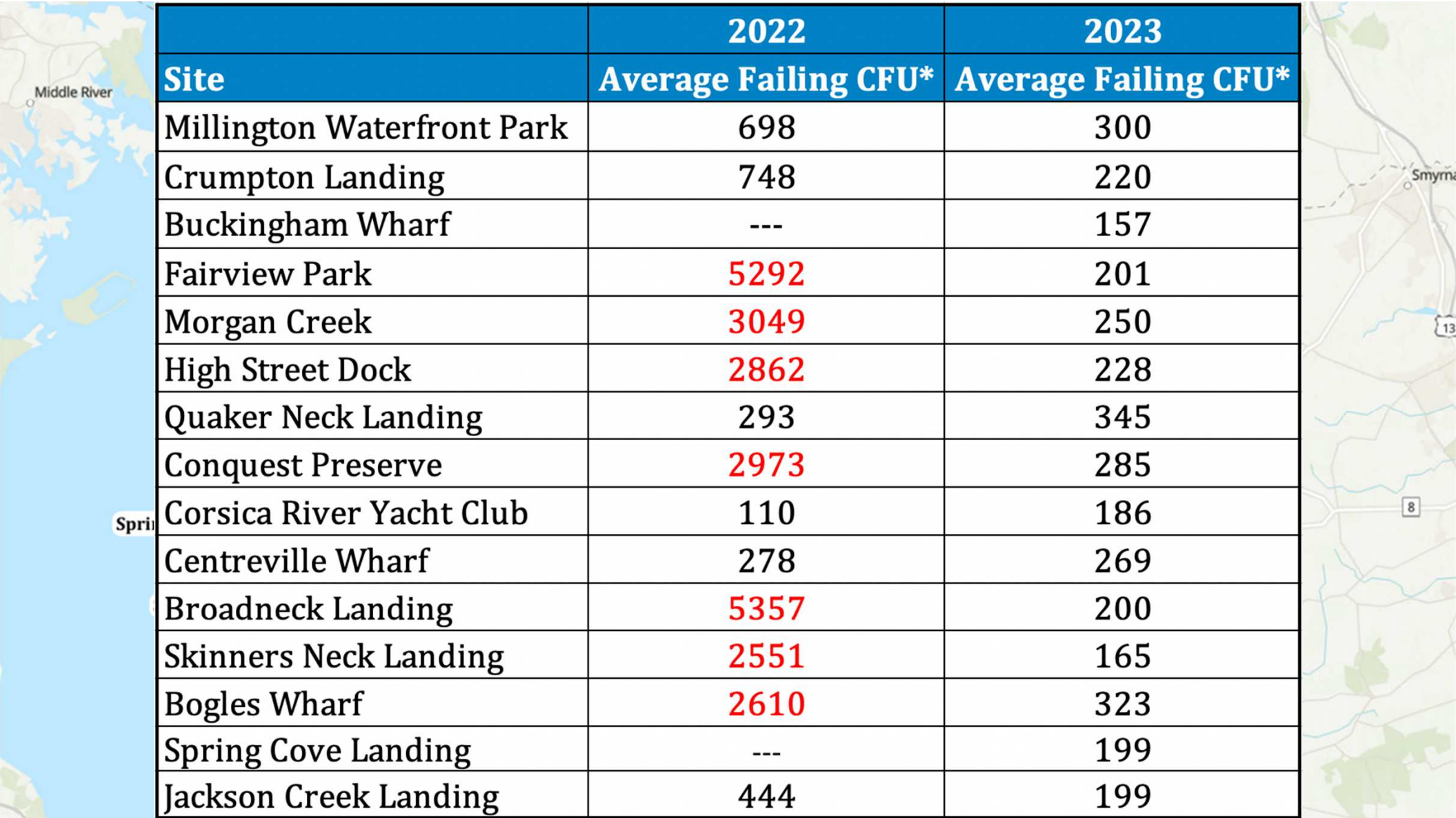
Langford





SHORE RIVERS

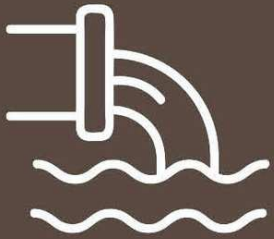




A map of the Middle River area is shown in the background, with several sampling sites marked. The sites listed in the table are: Millington Waterfront Park, Crumpton Landing, Buckingham Wharf, Fairview Park, Morgan Creek, High Street Dock, Quaker Neck Landing, Conquest Preserve, Corsica River Yacht Club, Centreville Wharf, Broadneck Landing, Skinners Neck Landing, Bogles Wharf, Spring Cove Landing, and Jackson Creek Landing. The map also shows the Middle River, Spring Cove, and the town of Smyrna.

	2022	2023
Site	Average Failing CFU*	Average Failing CFU*
Millington Waterfront Park	698	300
Crumpton Landing	748	220
Buckingham Wharf	---	157
Fairview Park	5292	201
Morgan Creek	3049	250
High Street Dock	2862	228
Quaker Neck Landing	293	345
Conquest Preserve	2973	285
Corsica River Yacht Club	110	186
Centreville Wharf	278	269
Broadneck Landing	5357	200
Skinners Neck Landing	2551	165
Bogles Wharf	2610	323
Spring Cove Landing	---	199
Jackson Creek Landing	444	199

THE CESR REPORT



**50-90% OF
RUNOFF
POLLUTION
IN OUR RIVERS
COMES FROM
5-20% OF
THE LAND.**



**NONPOINT
SOURCE
POLLUTION IS
OUR LAST
AND LARGEST
OBSTACLE
TO MEETING
RESTORATION
GOALS.**



**WE NEED TO
INCREASE OUR
MONITORING
EFFORTS TO
IMPROVE THE
EFFICACY
OF FUTURE
MODELS BEYOND
2025.**



**RESTORATION
PRACTICES
CANNOT KEEP
PACE WITH THE
IMBALANCE
OF NUTRIENTS
INTRODUCED TO
THE WATERSHED.**



**INCENTIVE AND
VOLUNTARY
PROGRAMS ARE
NOT ENOUGH
TO MITIGATE
POLLUTION
SOURCES.**

THE WHOLE WATERSHED FUND

MD DEPARTMENT OF NATURAL RESOURCES

The Whole Watershed Act ([SB 969/HB 1165](#)) establishes a highly collaborative, science-based approach to watershed restoration across the state promoting innovative, science-based solutions to waterway restoration efforts. The legislation will utilize existing state funds to create a new Whole Watershed Fund supporting a **five-year pilot program** targeting five Maryland watersheds that best represent the state's diverse land uses, geographies, and impairments.

A direct response to the Chesapeake Bay Program's Scientific and Technical Advisory Committee's [Comprehensive Evaluation of System Response](#) (CESR) report, the pilot projects will address multiple restoration and conservation benefits, including water quality, increased public access, wildlife habitat, fisheries improvement, environmental justice and climate resiliency. Selected projects will be overseen by a State Management Team, made up of agency experts, to help find efficiencies in project permitting and funding, and to measure project results.

THE WHOLE WATERSHED FUND

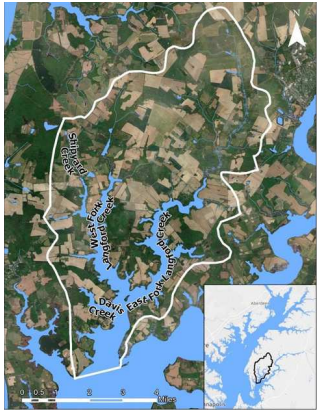
MD DEPARTMENT OF NATURAL RESOURCES

5
watershed
s

5
years

\$20
million

Langford Watershed Alliance



Washington College's Center for Environment & Society, the Eastern Shore Land Conservancy, and ShoreRivers will be applying for grant money from the Maryland's Department of Natural Resources' Whole Watershed Fund. If awarded, this 5-year grant would support restoration and conservation efforts that improve water quality improvements in the Langford Creek Watershed. These efforts will influence future restoration efforts Bay wide.

The Langford Watershed was specifically chosen due to its relatively small overall size and range of land uses. While current water quality metrics are poor for a variety of reasons, we feel a concerted effort throughout the watershed using the suite of practices below will yield positive improvements. We aim to make the Langford Watershed into a model that other watersheds will replicate.

With this grant money, we hope to:

- Utilize innovative best management practices (BMPs) to accelerate water quality improvements
- Implement farm scale precision mapping for targeted BMP installations
- Restore nearshore habitat with native grass, wetlands, stream restoration practices and forests to support wildlife
- Increase use of targeted in-field agricultural best practices, such as no-till, cover crops, and targeted fertilizer application in areas prone to stormwater runoff
- Rebuild and protect oyster and Submerged Aquatic Vegetation habitat
- Install living shorelines to protect against erosion and provide increased incentives for landowners and farm operators for implementation of innovative practices
- Identify and remediate sources of bacteria through septic upgrades
- Engage in boater education to reduce wave action
- Establish monitoring stations throughout the watershed to track progress.

We are looking for homeowners, landowners and farmers who would be willing to:
 (1) provide letters of interest for any of the above practices and/ or
 (2) allow us to access their land for monitoring purposes.

Contact information:
 Chelsea Peters,
 Director of Watershed Innovation, Center for Environment & Society, Washington College,
cpeters4@washcoll.edu,
 office: (410) 778- 7771, cell: (662) 816- 2554



OVER 5 Years:

- 1- Design and install living shorelines and breakwaters to reduce radical erosion in Langford Bay;
- 2- Work with farmers and landowners to adopt innovative best practices and install natural habitat buffers – monitor progress;
- 3- Investigate bacterial pollution and work with homeowners to trial innovative septic system improvements;
- 4- Improve fisheries and boost shoreline resiliency through underwater grass and oyster habitat restoration;
- 4- Explore Public Access improvements and opportunities, and engage boaters in best practices to reduce wave action;
- 5- Accelerate County success in achieving WIP goals for Bay Restoration.

Langford Watershed Alliance



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 office: (410) 778- 7771, cell: (662) 816- 2554



How Can Kent Commissioners Help?

- 1- Signing a letter of support no later than November 30, 2024.
 - LWA's application will not be considered without it!
- 2- Pledge a matching contribution.
 - OPTIONAL: This contribution will make our application more competitive, and expand our work in Langford Creek Watershed.

\$753 per year – Would support 1 acre of native grass buffer

\$1,700 per year – Would support 1 acre of forest buffer

\$10k per year – Would support bacteria monitoring and source tracking in Langford Creek

\$50k per year – Would support 5 septic system upgrades in Langford

\$1 to plant an oyster... our goal is 2,000,000!



QUESTIONS?

Annie Richards

✉ arichards@shorerivers.org

Chelsea Peters

✉ cpeters2@washcoll.edu



November 30, 2024

MD Department of Natural Resources
580 Taylor Ave.
Annapolis, MD 21401

To the Department of Natural Resources, ATTN: Sarah Lane

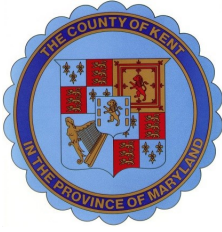
On behalf of the Kent County residents, we are pleased to provide this letter expressing our support and commitment to working with Langford Watershed Alliance to pursue funding through the Whole Watershed Fund to target large scale restoration within Langford Creek's watershed. The Alliance's proposed restoration projects— living shorelines, oyster habitat restoration, tree plantings, native grass lands, innovative on farm practices, and septic upgrades— **are each vital practices that will reduce erosion, filter both air and nutrient pollutants, increase native habitat, improve local fisheries, bolster our shorelines climate resilience, and improve our residents' quality of life.**

Kent County's Comprehensive Plan acknowledges the rich agricultural, natural, cultural, and human resources that provide the basis for the County's superior quality of life: "Fertile soils, gentle topography, mild climate, **verdant woodlands**, the Chesapeake Bay with its productive tidal tributaries, wetlands, and marshes create an environment nearly unrivaled. These natural features enrich our economy and our lives." **Protecting the Chester River and its tributaries is central to Kent County's vision for our environment and our communities. We are ready to collaborate with Langford Watershed Alliance to ensure that restoration projects have ongoing protection.**

In addition the County is committed to providing \$XXX dollars annually over the life of the grant award to extend the good work being done in our County.

Thank you for your consideration, and we respectfully urge a favorable recommendation from your department.

Sincerely,



Jim Miller, Director, Human Resources
11/19/2024
County Commissioners Meeting

Item Summary:

Maintenance Worker I Vacancy (Buildings/Grounds)

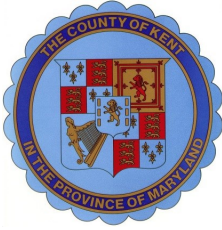
ATTACHMENTS:

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





**Patricia Merritt, Chief Finance Officer, Office of Finance and Chris
Lehman, Engagement Partner, SB and Company
11/19/2024
County Commissioners Meeting**

Item Summary:

FY2024 Audited Financial Statements
Auditor's Presentation

ATTACHMENTS:

Description

Cover Page

FY24 General Fund Financial Statements

Kent County Audit Results Presentation - 2024



General Fund
Statement of Revenues and Expenditures
As of June 30, 2024

	<u>July - Jun Budget</u>	<u>July - Jun Actual</u>	<u>\$ Fav/Unfav</u>	<u>% Fav/Unfav</u>
<u>Revenues</u>				
Property Tax	34,046,285	34,199,006	152,721	
Income Tax	17,260,000	20,020,098	2,760,098	
Recordation Tax	1,615,000	1,648,653	33,653	
Property Transfer Tax	945,000	1,031,709	86,709	
Other Local Taxes	543,000	488,256	(54,744)	
Service Charges	640,613	753,713	113,100	
Intergovernmental Revenue	1,846,151	1,783,246	(62,905)	
Licenses & Permits	343,228	340,075	(3,153)	
Fines & Forfeitures	7,000	9,288	2,288	
Loss/Sale of Fixed Assets	22,738	68,227	45,489	
Notes Issued	231,275	231,275	-	
Lease Proceeds	530,428	576,513	46,085	
Other	845,532	1,305,417	459,885	
Total Revenue	58,876,250	62,455,476	3,579,226	6%
<u>Expenditures</u>				
Board of Education	19,654,557	19,654,557	-	
Salaries & Benefits	22,043,013	20,152,882	1,890,131	
Operating Expenditures	6,898,257	6,280,725	617,532	
Allocations	4,946,170	4,943,345	2,825	
Debt Service	1,627,661	1,587,164	40,497	
Capital Expenditures	1,514,981	1,449,932	65,049	
Software Subscriptions	78,400	117,600	(39,200)	
Leases	611,820	673,455	(61,635)	
Transfers to Other Funds	2,041,782	1,441,231	600,551	
Contingency	400,000	233,595	166,405	
Total Expenditures	59,816,641	56,534,486	3,282,155	5%
Excess/(Deficiency) Revenues				
Over Expenditures	(940,391)	5,920,990	6,861,381	

**General Fund
Explanation of Major Variances
June 30, 2024**

<u>Revenues</u>	Fav/(Unfav)
Income Tax .3% increase over FY23	2,760,098
Other Interest income	459,885
Property tax 5% increase over FY23	152,721
Service Charges Recreation fees, U.S. Bureau of Prisoners	113,100
Property Transfer Tax 17% increase over FY23	86,709
Lease Proceeds Enterprise vehicle leases	46,085
Loss/Sale of Fixed Assets Sale of vehicles	45,489
Recordation Tax 15% increase from FY23	33,653
Other Local Taxes 911 fees	(54,744)
Intergovernmental Revenue Mosquito control, K&QA rescue squad, detention center grant	(62,905)
Other Licenses & permits, fines & forfeitures	(865)
Total Revenues	3,579,226

**General Fund
Explanation of Major Variances
June 30, 2024**

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
Full time - Sheriff's Office, Highways & Streets	720,990
Retirement Plans - CORS, LEOPS, MSRP	525,928
Health Benefits	384,378
Seasonal	191,022
Election workers salaries and benefits	123,197
Social Security	75,412
Workers Compensation	46,616
Leave Payout - Sheriff's Office, Emergency Medical Service	(91,742)
Overtime - Emergency Medical Service, Detention Center	(115,812)
Other	30,142
	<hr/> 1,890,131
Operating	
Sheriff's Office	140,735
Highways & Streets	94,608
Election Office	61,573
Environmental Operations	59,266
Detention Center	51,429
Buildings & Grounds	38,019
Planning & Zoning	31,608
Information Technology	30,665
Circuit Court	22,446
Other	87,183
	<hr/> 617,532
Transfers to Other Funds	
Grants - Worton & Millington WWS projects	306,531
Water Wasterwater Services - vacant position	239,049
Kent Family Center	31,271
Local Management Board	8,074
Other	15,626
	<hr/> 600,551
Contingency	166,405
Capital Expenditures	
Circuit Court - Courthouse	51,632
Other	13,417
	<hr/> 65,049
Other	<hr/> (57,513)
Total Expenditures	<hr/> 3,282,155 <hr/>

Financial Ratios

	<u>FY2024</u>	<u>FY2023</u>	<u>FY2022</u>	<u>FY2021</u>	<u>FY2020</u>	<u>FY2019</u>	<u>FY2018</u>	<u>FY2017</u>
Unassigned Fund Balance	14,193,572	12,651,192	9,253,569	8,907,882	5,632,467	4,617,326	3,716,656	5,296,459
General Fund Expenditures	<u>56,534,486</u>	<u>58,078,470</u>	<u>51,145,976</u>	<u>51,806,362</u>	<u>54,407,251</u>	<u>47,564,792</u>	<u>50,411,646</u>	<u>47,409,846</u>
% of General Fund Expenditures	25.1%	21.8%	18.1%	17.2%	10.4%	9.7%	7.4%	11.2%
Debt Service	1,647,685	1,508,082	1,640,774	2,178,955	6,825,246	1,783,558	1,739,586	1,739,566
General Fund Expenditures	<u>56,534,486</u>	<u>58,078,470</u>	<u>51,145,976</u>	<u>51,806,362</u>	<u>54,407,251</u>	<u>47,564,792</u>	<u>50,411,646</u>	<u>47,409,846</u>
% of General Fund Expenditures	2.9%	2.6%	3.2%	4.2%	12.5%	3.7%	3.5%	3.7%
% of General Fund Expenditures without unusual items**					3.8%			

** Excludes following unusual debt services expenditures

\$4,788,414 - FY2020 refinancing

S B & COMPANY, LLC

PRESENTATION TO THOSE CHARGED WITH GOVERNANCE



County of Kent
Maryland

November 6, 2024



Agenda for Discussion

■ Introductions

Executive Summary

Audit Approach

Required Communications



Introductions



County of Kent
Maryland

Introductions



- ❖ **SB & Company, LLC Leadership Team**

- **Chris Lehman, Audit Partner**



Executive Summary



County of Kent
Maryland



Scope of Services

- **Audit of June 30, 2024, financial statements**
- **Performance of the Uniform Guidance Single Audit**
- **Audit of the Schedule of 9-1-1 Revenue and Expenditures**
- **Agreed-upon procedures for Municipal Solid Waste Landfills**
- **Agricultural Land Preservation**
- **Review of the Uniform Financial Report**
- **Review of the Data Collection Form**
- **Available for year-round consultation**



Summary of the Results

- **Issued an unmodified opinion on the financial statements**
- **We did not discover any instances of fraud**
- **We did not discover any material weaknesses in internal controls**
- **We received full cooperation from management**
- **No audit adjustments noted**



Audit Approach



County of Kent
Maryland

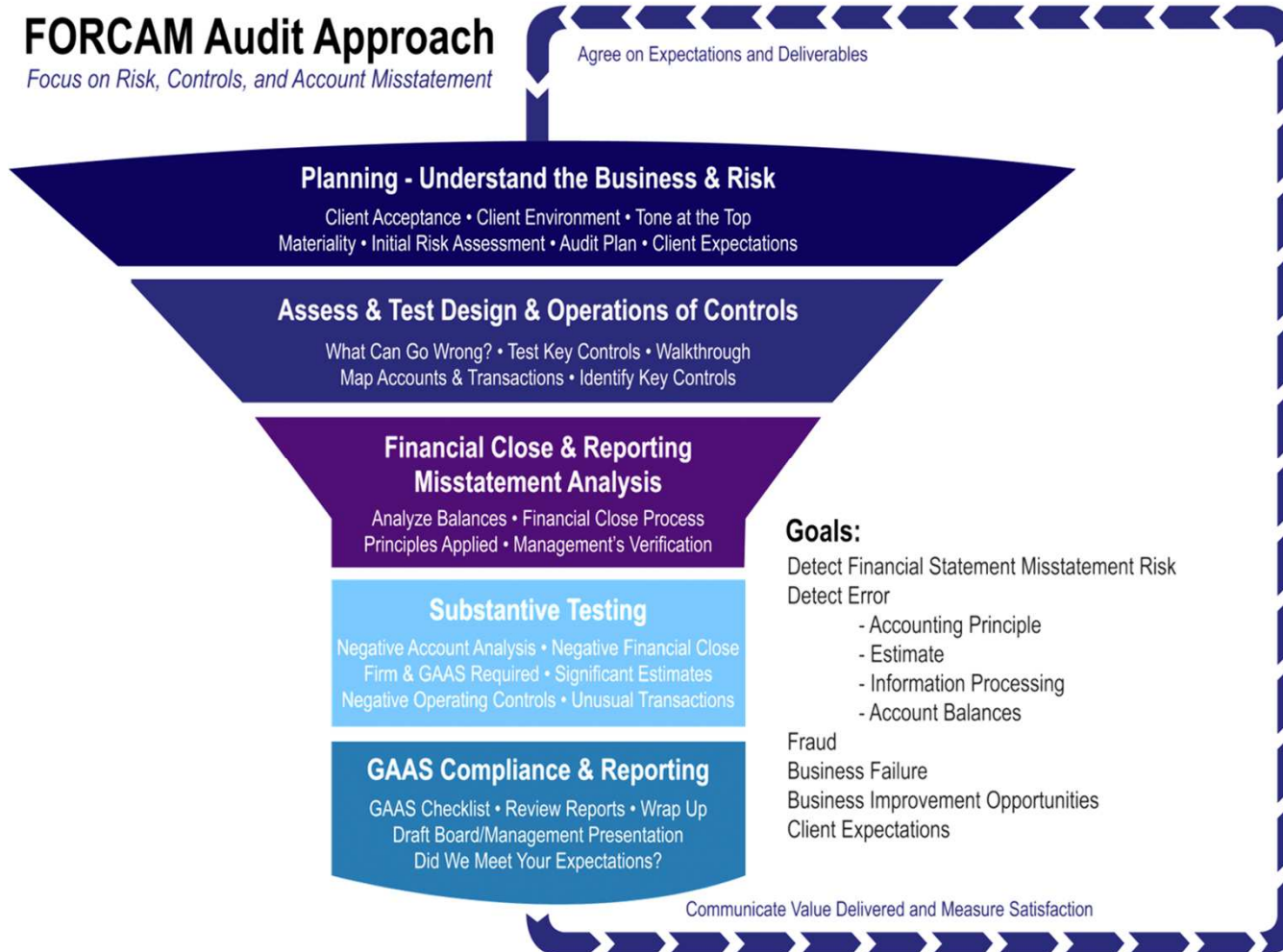
Audit Approach



FORCAM Audit Approach

Focus on Risk, Controls, and Account Misstatement

Agree on Expectations and Deliverables



Assessment of Control Environment



Area	Points to Consider	Our Assessment
Control Environment	<ul style="list-style-type: none"> • Key executive integrity, ethics, and behavior • Control consciousness and operating style • Commitment to competence • Board's participation in governance and oversight • Organizational structure, responsibility, and authority • HR policies and procedures 	Effective
Risk Assessment	<ul style="list-style-type: none"> • Mechanisms to anticipate, identify, and react to significant events • Processes and procedures to identify changes in GAAP, business practices, and internal control 	Effective
Information & Communication	<ul style="list-style-type: none"> • Adequate performance reports produced from information systems • Information systems are connected with business strategy • Commitment of HR and finance to develop, test, and monitor IT systems and programs • Business continuity and disaster recovery for IT • Established communication channels for employees to fulfill responsibilities • Adequate communication across organization 	Effective
Control Activities	<ul style="list-style-type: none"> • Existence of necessary policies and procedures • Clear financial objectives with active monitoring • Logical segregation of duties • Periodic comparisons of book-to-actual and physical count-to-books • Adequate safeguards of documents, records, and assets • Assess controls in place 	Effective
Monitoring	<ul style="list-style-type: none"> • Periodic evaluations of internal controls • Implementation of improvement recommendations 	Effective



Evaluation of Key Processes



Process	Function		A	B	C	D	Our Assessment
Treasury	<ul style="list-style-type: none"> Cash Management Investment Monitoring Investment Policy 	<ul style="list-style-type: none"> Investment Accounting Investment Valuation Reconciliation 	✓	✓	✓	✓	
Estimation	<ul style="list-style-type: none"> Methodology Information Calculation 		✓	✓	✓	✓	
Financial Reporting	<ul style="list-style-type: none"> Accounting Principles and Disclosure Closing the Books Report Preparation 	<ul style="list-style-type: none"> General Ledger and Journal Entry Processing Verification and Review of Results 	✓	✓	✓	✓	
Expenditures	<ul style="list-style-type: none"> Purchasing Receiving Accounts Payable and Cash Disbursement 		✓	✓	✓	✓	

A	Understand the Process
C	Walk-through

B	What Can Go Wrong?
D	Test of Controls/Substantive

	Not effective
	Suggested improvements
	Effective

Evaluation of Key Processes (continued)



Process	Function	A	B	C	D	Our Assessment
Payroll	<ul style="list-style-type: none"> Attendance Reporting Payroll Accounting and Processing Payroll Disbursements 	✓	✓	✓	✓	
Revenue	<ul style="list-style-type: none"> Billing Cash Receipts Revenue Recognition Cutoff 	✓	✓	✓	✓	
Fixed Assets	<ul style="list-style-type: none"> Physical Custody Asset and Construction in Process Accounting Report Preparation 	✓	✓	✓	✓	
Information Technology	<ul style="list-style-type: none"> Program Change Network and Communication Cybersecurity Preparation and Risk Management Cloud Service Provider Back up and Recovery Logical Access Physical and Environmental Controls System Maintenance/Software Versions 	✓	✓	✓	✓	

A	Understand the Process
C	Walk-through

B	What Can Go Wrong?
D	Test of Controls/Substantive

	Not effective
	Suggested improvements
	Effective



Required Communications



County of Kent
Maryland



Required Communications

Auditor’s Responsibilities Under Generally Accepted Auditing Standards (GAAS)	<p>The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provides reasonable, rather than absolute, assurance that the financial statements are free of material misstatement. We were engaged to perform our audit in accordance with the standards of the accounting principles generally accepted in the United States of America.</p>	
Significant Accounting Policies	<p>Management has the responsibility for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by management are described in the notes to the financial statements.</p>	
Auditor’s Judgments About the Quality of Accounting Principles	<p>We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.</p>	<p><i>We have reviewed the significant accounting policies adopted by the County and have determined that these policies are acceptable accounting policies.</i></p>
Audit Adjustments	<p>We are required to inform the County’s oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity’s financial reporting process. We also are required to inform the County’s oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.</p>	<p><i>There were no recorded or unadjusted audit adjustments for the County’s audit.</i></p>

Required Communications (continued)



Fraud and Illegal Acts	<p>We are required to report to the County's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.</p>	<p><i>Our procedures identified no instances of fraud or illegal acts.</i></p>
Material Weaknesses in Internal Control	<p>We are required to communicate all significant deficiencies in the County's systems of internal controls, whether or not they are also material weaknesses.</p>	<p><i>We have not identified any material weaknesses in internal controls.</i></p>
Other Information in Documents Containing Audited Financial Statements	<p>None noted.</p>	
Disagreements with Management on Financial Accounting and Reporting Matters	<p>None noted.</p>	

Required Communications (continued)



Serious Difficulties Encountered in Performing the Audit	None noted.
Major Issues Discussed with Management Prior to Acceptance	None noted.
Management Representations	We received certain written representations from management as part of the completion of the audit.
Consultation with Other Accountants	To our knowledge, there were no consultations with other accountants since our appointment as the County's independent public accountants.
Independence	As part of our client acceptance process, we go through a process to ensure we are independent of the County. We are independent of the County.

Engagement Team Contact Information



Chris Lehman
Engagement Partner

Office: (410) 584-2201
Mobile: (301) 785-7408
clehman@sbandcompany.com

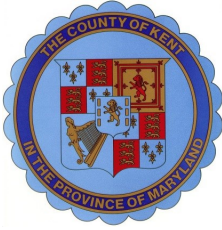
Executive Assistant:
Susan Teneza
Office: (410) 584-9303
steneza@sbandcompany.com



Knowledge,
Quality,
Client Service.

Maryland
10200 Grand Central Avenue
Suite 250
Owings Mills, MD 21117
410.584.0060

Washington, D.C.
1200 G Street, NW
Suite 809
Washington, DC 20005
202.434.8684



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
11/19/2024
County Commissioners Meeting**

Item Summary:

FY2025 Healthy Families Home Visiting Program

ATTACHMENTS:

Description

Cover Sheet

FY2025 Healthy Families Home Visiting Contract

FY 2025 Healthy Families Home Visiting Program



**MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
QUEEN ANNE’S COUNTY DEPARTMENT OF HEALTH**

THIS MEMORANDUM OF AGREEMENT (MOA) dated the ___ day of _____, 2024 is between Kent County Local Management Board, hereafter referred to as “KCLMB”, located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Queen Anne’s County Department of Health, hereafter referred to as “Vendor”, located at 206 Commerce Street, Centreville, Maryland 21617.

WHEREAS, the parties desire to work together in the provision of Kent County Health Department and all other local agencies to operate and implement the Healthy Families Mid-Shore Home Visiting Program and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Children’s Cabinet Interagency Fund and the Maryland State Department of Education (MSDE);

WHEREAS, the program is to be funded in whole or in part by KCLMB under this MOA, the details of which are more fully described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Contract Documents are to include multiple attachments, herein referred to as “Exhibits”, and shall include:

- Exhibit A – Program Summary
- Exhibit B – Expenditure Report
- Exhibit C –
 - 1) Narrative Report
 - 2) Data Report
- Exhibit D – Vendor Contact Information
- Exhibit E – Background Check Requirements
- Exhibit F – Background Certification
- Exhibit G – Budget Modification Form
- Exhibit H – Fixed Asset/Purchase Request Form
- Exhibit I – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to engage in providing home-visiting services through the Healthy Families Mid-Shore Home Visiting Program, as further described in Exhibit A. This program will meet the State of Maryland’s specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State

**FY25 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

of Maryland (the “State”). KCLMB will provide the primary funding for services. The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:

- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements. Unless otherwise stipulated by the KCLMB, Vendor shall provide such reports on a quarterly basis to KCLMB no later than the following dates: **October 15th, January 20th, April 14th, and July 15th.**
- (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes (Ex. C-1 & Ex. C-2), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.

C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is **One hundred forty seven thousand, six hundred and twenty-six dollars (\$147,626.00)**. Eighty-nine thousand, seven hundred and three dollars (\$89,703.00) is funded through the Governor’s Office for Children’s Community Partnership Agreement (CPA). Fifty-seven thousand nine hundred and twenty three dollars (\$57,923.00) is funded through Maryland State Department of Education’s Home Visiting grant (MSDE).

Unless otherwise provided herein, this is a cost-reimbursement agreement under which allowable and reasonable costs incurred by the Vendor in the fulfillment of this MOA are reimbursed in accordance with the terms and conditions of this MOA.

B. Term. This MOA extends for 12 months, from July 1, 2024, through June 30, 2025. One or

**FY25 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

- C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.
- D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).
- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".
- H. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the

**FY25 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

program or the Board, as applicable.

- (2) Service records will be retained for at least five (5) years after the child turns twenty-one (21) years old.
- (3) Service records in any form, generated or arisen from the use of State funds provided under this contract, are the sole and exclusive property of the State.

I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a manner that is free from religious influences and in accordance with the following principles:

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
- (2) Vendor will NOT provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.

J. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

K. Protected Information. Vendor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. §1320d *et seq.* and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as amended. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Health-General §4-301 *et seq.*, as amended. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under HIPAA and MCMRA, making the transmission of all electronic information compatible with HIPAA requirements, and otherwise providing secure information management practices regarding all confidential health information and medical records.

Protected Health Information, as defined in HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, with special regard to the provision of healthcare for an individual. This definition excludes certain educational records as well as employment records held by a covered entity in its role as employer.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

- A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by a report which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor month of the funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.
- B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within fourteen (14) days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.
- C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes identified, and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by the Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

SECTION VI. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by the Vendor without the express written consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this MOA; or as may be required under State or federal law.

SECTION VIII. MISCELLANEOUS

- A. Governing Law. This MOA shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.
- A. Non-Waiver. No indulgence, waiver, election, or non-election by KCLMB under this MOA shall affect the Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

**FY25 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

IN WITNESS THEREOF, the above parties affix hereto their signatures on the day and year first above written. Signing this MOA indicates that each person has read the above terms and agrees to adhere to these terms. Any amendment made to this MOA requires the authorized signatures of both KCLMB and Vendor representatives.

Witness our hand and seals:

KENT COUNTY COMMISSIONERS

Name:
Title: President, Kent County Commissioners

Date

QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

Name:
Title:

Date

FEIN/Employer ID

EXHIBIT A: Program Summary

The vendor, Queen Anne’s County Department of Health, in partnership with the Kent County Health Department, is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Healthy Families Mid-Shore Program. Healthy Families Mid-Shore is an evidence-based, nationally accredited home visiting program that provides high-quality early intervention and prevention services to first time parents.

The Family Support Worker (FSW) utilizes the evidenced based curriculum, “Growing Great Kids” as their main tool in planning visits and presenting information to parents. During the visits, families have access to information about child development, parent-child activities designed to promote bonding and attachment, and referrals to needed community resources.

First-time families receive visits on a weekly basis, typically for the first year. The intensity of visits decreases over time as new parents expand their support system, achieve goals identified on their individual support plans and exhibit positive relationships with their child.

Specific goals for the FY25 program year include reducing childhood hunger and fostering economic stability.

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period July 1, 2023, to June 30, 2024. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

When the present MOA is signed by the vendor and returned to KCLMB, the vendor will also provide a completed Exhibit D which specifies vendor contact information for questions pertaining to this agreement. The vendor will inform KCLMB within 14 business days if the vendor contact or other information provided in Exhibit D changes.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 15th, January 20th, April 14th, and July 15, 2024. Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to nwilson@kentgov.org

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).
 - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item and must tie to the Exhibit B budget line-item totals. KCLMB will review these files including supporting documentation during site visits.
 - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
 - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative Report. Please complete Exhibit C-1 in a Microsoft Word document each quarter.
 2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported in excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more information about cultural competency. Further training and engagement with racial equity and racial justice models is highly encouraged.
3. ***Satisfaction Surveys.*** A client satisfaction survey is required when participants exit the program, which may or may not be program completion. Recognizing that it may be difficult to obtain this survey from individuals exiting prior to program completion, the vendor must establish procedures to ensure that all program participants have the opportunity to complete this survey, whether or not they complete the program. Procedures to distribute and collect the survey must be described in the quarterly narrative reports.
4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.

5. Compliance with reporting requirements. KCLMB reserves the right to withhold final reimbursement from the final contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).
- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:

Name:
Title:

Date

Budget: Community Partnership Agreement

Kent County Local Management Board - Exhibit B

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

Expense	Initial	Actual Expenses												TOTAL	Balance
	Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	
Personnel:															
Salary Expenses	\$51,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,812.00
Fringe	\$31,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,777.00
Operating Expenses:															
Communications	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing/Duplication	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Information System Repair/Maintenanc	\$1,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620.00
Vehicle Operating (other than insuranc	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Travel															
Business Travel	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services:															
Training	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Consultant (other than Legal & Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:															
Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:															
Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program supplies	\$544.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$544.00
Professional Dues/Publications/Subscrij	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00
Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense	\$89,703.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,703.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

Budget: Maryland State Dept of Education

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

Kent County Local Management Board - Exhibit B

Expense	Initial	Actual Expenses												TOTAL	
	Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	Balance
Personnel: Salary Expenses	\$33,244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,244.00
Personnel: Fringe	\$21,177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,177.00
Operating: Communications	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Expenses: Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Office Supplies	\$302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302.00
Expenses: Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Printing/Duplication	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Information System Repair/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses: Vehicle Operating (other than insurance)	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Travel: Business Travel	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Travel: Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual: Training	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00
Services: Consultant (other than Legal & Accounting/Auditing)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services: Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services: Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment: Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other: Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other: Program supplies	\$2,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,150.00
Other: Professional Dues/Publications/Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other: Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense	\$57,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,923.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2025

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Budget Narrative
	Children's Cabinet,CPA,GOC,F273N	MSDE F270N	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Healthy Families Home Visiting (Queen Anne's County Health Department)				
Personnel	83,589.00	54,421.00	\$138,010	
Salaries	51,812.00	33,244.00	\$85,056	CPA: \$55,729; MSDE \$32,923 = \$88,652 25% Program Manager \$18,015 25% Office Secretary \$10,261 6% Fiscal Technical I \$2,553 54% Coordinator SP II - Home Visitor \$32,113 (MIECHV funds 2nd 1FTE Home Visitor) 15% Clinical Supervisor III \$8,910 10% Agency Bud Spec II \$4,854 20% Int/Translator \$4,020 20% Int/Translator \$4,330
Fringe Costs	31,777.00	21,177.00	\$52,954	CPA: \$26,453; MSDE \$23,298 = \$49,751 Program Manager \$12,833 Office Secretary \$3,039 Fiscal Tech I \$2,381 Coordinator Specialist II \$21,738 Clinical Supervisor III \$4,690 Agency Bud Spec II \$3,378 Int/Translator \$3614 Int/Translator \$1281
Operating Expenses	3,620.00	902.00	\$4,522	
Communications	1,000.00	500.00	\$1,500	CPA: \$83.33/mo x 12 months=\$1000 MSDE: \$41.66/mo x 12 months= \$500
Postage	0.00	0.00	\$0	
Utilities	0.00	0.00	\$0	
Advertising	0.00	0.00	\$0	
Office Supplies	800.00	302.00	\$1,102	CPA: \$800; MSDE: \$200; Toner \$150/4=\$600 black cartridges, Toner \$250/1 color cartridge, Paper \$30/2=\$60 cases, Binders \$4/5=\$20 binders, highlighters, pens, pencils, calendars \$70
Insurance	0.00	0.00	\$0	Vehicle insurance CPA \$200, MSDE \$100
Rent/Mortgage	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	\$0	CPA: 130 copies @ .20 each = \$26
Information System	1,620.00	0.00	\$1,620	CPA: \$1620; Datatude Software \$135/Month x 12 months x 1 users= \$1,620
Vehicle Operating (other than Insurance)	200.00	100.00	\$300	CPA: \$200, MSDE \$100; \$25/mo
Travel	500.00	200.00	\$700	
Business Travel	500.00	200.00	\$700	CPA: \$500; MSDE: \$200; 1,069/miles x .655/mile
Conferences/Conventions	0.00	0.00	\$0	
Contractual Services	200.00	250.00	\$450	
Training	200.00	250.00	\$450	CPA: \$200 MSDE: \$250; Healthy Families America Training
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0	
Legal	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	\$0	
Equipment	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	\$0	
Other	1,794.00	2,150.00	\$3,944	
Vehicle purchase and lease	0.00	0.00	\$0	
Program Supplies	544.00	2,150.00	\$2,694	CPA \$544, MSDE: \$2,150; Infant car seats \$160/6=\$960, Pack&Play \$70/5=\$350, \$684 home visit ed activities, \$175/4=\$700 supplies for celebrations/events
Professional Dues/Publications/Subscriptions	1,250.00	0.00	\$1,250	Affiliation fee \$1250/year
Food	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
Other (specify)	0.00	0.00	\$0	
TOTAL budget for Healthy Families Home Visiting (Queen Anne's County Health Department)	\$89,703	\$57,923	\$147,626	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind				
Fee for Service		0.00		
MSDE		57,923.00		
Other (Enter Source Here)		0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$57,923		
CPA/Children's Cabinet FUNDING REQUEST	\$89,703			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$147,626	

EXHIBIT C-1

NARRATIVE

Vendor and Program Name:				Fiscal Year:				
Person Completing Report:				Signature:				
Reporting Period <small>(mark with an X)</small>		Qtr 1: 7/1-9/30		Qtr 2: 10/1-12/31		Qtr 3: 1/1-3/31		Qtr 4: 4/1-6/30

Please answer the following questions about the program for the quarter reported. Please provide succinct responses to the following questions. Do not cut and paste from prior reports. Responses must clearly reflect activity that occurred only in the reported quarter.

- 1. Program Successes:** Include program highlights, achievements and activities that occurred during this quarter. Note accomplishments and progress toward performance measures.
- 2. Program Challenges:** Include any obstacles to the delivery of program services and your strategy to overcome the obstacle. Note any proposed changes in program design.
- 3. As applicable, please describe the top three needs of the children and families you are serving, and any ideas on resources we could develop to meet those needs (Q2, Q4 only).**
- 4. Are there any technical assistance requests? If yes, please describe:**
- 5. Case Vignette:** Include a short story that highlights the positive impact of the program on children, youth and families assisted by your program.
- 6. As applicable, describe program procedures to obtain pre and post surveys, both from participants who complete the program, as well as from participants who exit the program early.**

EXHIBIT C-1

NARRATIVE

7. **Describe program procedures to provide referrals to community resources to program participants.** (ie: SNAP and other nutrition resources, housing resources behavioral health, Local Care Team, etc.)

8. **(Q2, Q4 only) Please address program sustainability, summarizing planning efforts and resources mobilized to continue the program after 6/30/21.**

9. **(Q2, Q4 only) Describe progress or challenges to incorporating racial equity approaches and practices into the program.**

Exhibit C-2 Performance Measures Data Report

Kent County Local Management Board
 Program: Healthy Families Home Visiting

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1	Q2	HY1	Q3	Q4	HFY 2	Annual	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?
What/How Much We Do:										
• # of families served by Home Visitors (meet minimum # of visits required for program effectiveness)										Half Year 1: Half Year 2:
• # of home visits from the Healthy Families Home Visitor										Half Year 1: Half Year 2:
How Well We Do It:										
#/% of families who report that they are satisfied or very satisfied with the program based on participant survey	NUM: # of families who report that they are satisfied or very satisfied with the program based on their participant survey DEN: # of families who completed the participant survey									Half Year 1: Half Year 2:
#/% of participants that maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting Inventory	NUM: # of participants who maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting Inventory DEN: # of participants who have been evaluated with the HFPI during the reporting period									Half Year 1: Half Year 2:
Is Anyone Better Off?										
• #/% of participants without indicated child abuse/neglect findings while enrolled in the program	NUM: # of participants without indicated child abuse/neglect findings while enrolled in the program DEN: # of participants served by home visitors (cell A6)									Half Year 1: Half Year 2:
• #/% of participants who report increase in self-sufficiency	NUM: of family participants who report increase in self-sufficiency DEN: # of participants who have received the HFPI during the reporting period									Half Year 1: Half Year 2:
• #/% of participants who report a reduction in food insecurity	NUM: # of participants who report a reduction in food insecurity DEN: # of surveyed participants who complete the participant survey								Q: I feel like I have consistent access to the food my family needs/ Strongly Agree/Somewhat Agree/Somewhat Disagree/Strongly Disagree Compare last two surveys to gauge if there has been improvement.	Half Year 1: Half Year 2:

Instructions:

Submit this report each quarter. For the Quarter 2 and Quarter 4 reports include total unduplicated numbers for Half Year 1 & 2 respectively.

To Complete the Report:

- a For all percentage performance measures under How Well and Better Off, enter the NUM and DEN that will be used to calculate the measure. (Column B)
- b Enter unduplicated data in column C or D, depending on the reporting period. Column E will automatically populate for the annual total. If the scorecard is calculated, the percentage for the How Well
- c If data is not available, provide an explanation in column G - Data Discussion.
- d If narrative is needed to explain data provided, complete column H - Story Behind the Curve.
- e If additional narrative fields are needed, label column I and provide the information. Enter as many additional narrative fields as needed.

Questions? Please contact KCLMB.

EXHIBIT D

CONTACT INFORMATION SHEET

Please list the name of the individual who will be the **Program Director** for this grant. This should be the person who is responsible for the overall management, implementation, reporting and designated liaison with the Kent County Local Management Board.

Name	Nicole Chase-Powell
Position	Program Manager
Phone	443.262.4464
Email	Nicole.Chase-Powell1@maryland.gov

Please list the name of the individual who will be the **Program Coordinator**. This should be the front line staff who is implementing the program, assuring that the deliverables within the contract are being met and reporting requirements are captured.

Name	Bobbi Graef
Position	Director of Nursing and Clinical Programs
Phone	443.262.4505
Email	Bobbi.graef@maryland.gov

Please list the name of the individual who will be the **Fiscal Agent** for the grant. This person will prepare and track the budget, monitor how funds are spent down, produce budget modifications when necessary and provide back-up documentation for expenditures related to the grant.

Name	Beverly Brannock
Position	Fiscal Administrator
Phone	443.262.4411
Email	beverly.brannock@maryland.gov

EXHIBIT E

I, Juanita Carter, understand that criminal background checks are required of any and all staff/volunteers who work directly with children and/or youth *. Compliance with this regulation is mandatory for any program receiving funds from the Kent County Local Management Board.

Compliance means that

- All staff/volunteers have been fingerprinted or a criminal background check has been completed
- A copy of their record is in the possession of their employer, and
- The employer has submitted the *Criminal Background Check Certification Affidavit* (Exhibit F) to the KCLMB certifying that the record(s) has been received and that there are no violations that would suggest any risk to children.

We recognize that documentation of the results of criminal background checks takes time. Therefore, in compliance with procedures developed by the Department of Human Resources, KCLMB is willing to allow a 90-day grace period from the date an employees is hired OR the date that the Memorandum of Agreement (MOA) becomes effective (whichever occurs later) prior to requiring certification. HOWEVER, NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH, OR GROUP OF CHILDREN OR YOUTH.

I, Juanita Carter, understand that NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH OR GROUP OF CHILDREN OR YOUTH.

I, Juanita Carter, will submit a *Criminal Background Check Certification Affidavit* for the current staff and each time a new volunteer/employee is added to the program.

A.L.C. HR Officer I
Signature/Title

Juanita L. Carter 7/30/2024
Print Name Date

*A copy of the COMAR regulations (Family Law 5-561) that pertains to this requirement is kept on file at the LMB.

EXHIBIT F

Criminal Background Check Certification Affidavit

Consistent with Section II-D of the signed Memorandum of Agreement (MOA) between _____ and Kent County Local Management Board; as well as Section II, Subsection 30.3.I. of the LMB Manual as adopted by Kent County, all of Contractor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland requiring criminal background checks. Please sign and verify the following:

1. I am over eighteen (18) years of age and competent to testify in a Court of law.
2. I verify that the following employees and volunteers of this organization who have direct contact with children have a completed criminal background check on file.

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received

Signature **Date**

Print Name **Title**

Exhibit G Modification # _____

Kent County Local Management Board

Program:	Children's Cabinet/CPA Funds			MSDE Funds				Budget Narrative For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.
	Approved Budget	Change + or -	New Children's Cabinet Total	Approved Budget	Change + or -	New MSDE Total	New Total (Children's Cabinet + MSDE)	
Personnel	82,182.00	0.00	82,182.00	56,221.00	0.00	56,221.00	138,403.00	
Salaries	55,729.00	0.00	55,729.00	32,923.00	0.00	32,923.00	88,652.00	
Fringe Costs	26,453.00	0.00	26,453.00	23,298.00	0.00	23,298.00	49,751.00	
Operating Expense	2,251.00	0.00	2,251.00	920.00	0.00	920.00	3,171.00	
Communications	1,000.00	0.00	1,000.00	500.00	0.00	500.00	1,500.00	
Postage	0.00	0.00	0.00	20.00	0.00	20.00	20.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	800.00	0.00	800.00	200.00	0.00	200.00	1,000.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rent/Mortgage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Printing/Duplication	26.00	0.00	26.00	0.00	0.00	0.00	26.00	
Information System Repair/Maintenance	225.00	0.00	225.00	100.00	0.00	100.00	325.00	
Vehicle Operating (other than Insurance)	200.00	0.00	200.00	100.00	0.00	100.00	300.00	
Travel	1,000.00	0.00	1,000.00	382.00	0.00	382.00	1,382.00	
Business Travel	1,000.00	0.00	1,000.00	382.00	0.00	382.00	1,382.00	
Conferences/Conventions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contractual Services	200.00	0.00	200.00	200.00	0.00	200.00	400.00	
Training	200.00	0.00	200.00	200.00	0.00	200.00	400.00	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounting/Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other	4,070.00	0.00	4,070.00	200.00	0.00	200.00	4,270.00	
Vehicle purchase and lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies	1,200.00	0.00	1,200.00	200.00	0.00	200.00	1,400.00	
Professional Dues/Publications/Subscriptions	1,250.00	0.00	1,250.00	0.00	0.00	0.00	1,250.00	
Food	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other (specify)	1,620.00	0.00	1,620.00	0.00	0.00	0.00	1,620.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL Budget	\$89,703	\$0.00	\$89,703.00	\$57,923	\$0.00	\$57,923.00	\$147,626.00	

Kent County Local Management Board Exhibit H

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee, or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;

- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that

shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Local Government Article §1-403.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or

C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

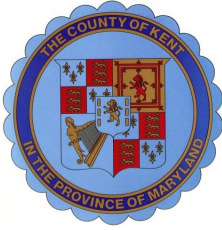
All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.

31. FORCE MAJEUR

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of monies) results, without its fault or negligence, from any cause beyond its reasonable control. These causes include acts of God (such as fires, explosions, earthquakes, floods, adverse weather conditions, etc.), acts of civil and/or military authority, government actions in response to societal impacts such as embargoes, insurrections, war, riots, changes in laws, statutes, regulations, or ordinances, and epidemic, pandemic, infectious disease outbreak (e.g. COVID-19) and/or quarantine guidelines.



Bill Mackey, Director, Planning, Housing, and Zoning
11/19/2024
County Commissioners Meeting

Item Summary:

On August 27, 2024, Kimley-Horn and Associates, Inc., in accordance with COMAR 20.79 pre-application consultation requirement, submitted to the Department of Planning, Housing, and Zoning, materials for a proposed 5 MW utility-scale solar energy system that will occupy – including panels, fencing, and landscaping – approximately 32 acres. The submitted materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; and a draft Environmental Review Document that includes a glare analysis, summaries of consistencies with the Kent County Comprehensive Plan and the county-wide standards for utility-scale solar energy systems, and information on the cultural and natural features of the site and surrounding area. The designated applicant is Halo Warwick, LLC, and the site location is at 12206 Galena Road, Massey, owned by Tree Line Harvesting, LLC. The 338.5-acre property is zoned Industrial (I) and Agricultural Zoning District (AZD) as well as a small area of Employment Center and is adjacent to the village of Massey. Of the approximate 32-acre development area, 20.7 acres are in the Industrial district; 11.8 acres are in the AZD. All of the proposed development area is currently in agricultural use.

The submitted materials are available for public review in the Department of Planning, Housing, and Zoning at 400 High Street in Chestertown during regular business hours.

In accordance with COMAR 20.79.01.05, the applicant has requested a preliminary report from Kent County containing (a) a statement or finding whether the proposed project is consistent with the current comprehensive plan of the county or municipal corporation; (b) a statement or finding whether the proposed project is consistent with the current zoning ordinance of the county or municipal corporation; and (C) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

Planning staff have prepared a proposed Letter to the Applicant to serve as the preliminary report for your review, approval, and signature.

ATTACHMENTS:

Description

Novus Standardized Cover Page - Solar Energy System Letter

Proposed Letter for Signature re Edmonds Creek Solar



Image source: <https://www.discovermagazine.com/environment/can-solar-farms-help-save-bees>

Preliminary Report for the CPCN Application of Halo Warwick, LLC for the Installation of a 5 MW Utility-Scale Solar Energy System

Edmonds Creek Solar - Massey

Halo Warwick, LLC
ATTN: Michael Lossia
330 Hamilton Row, Suite 300
Birmingham, MI 48009

Dear Mr. Lossia,

Thank you for the opportunity to review the submitted materials and to provide a preliminary report regarding the proposed installation of a 5 MW utility-scale solar energy system within Kent County, Maryland. Those materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; and a draft Environmental Review Document that includes a glare analysis, summaries of consistencies with the Kent County Comprehensive Plan and the county-wide standards for utility-scale solar energy systems, and information on the cultural and natural features of the site and surrounding area.

In accordance with COMAR 20.79.01.05, the preliminary report from Kent County may contain (a) a statement or finding whether the proposed project is consistent with the County's current comprehensive plan; (b) a statement or finding whether the proposed project is consistent with the County's current zoning ordinance; and (c) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

(a) Consistency with the Comprehensive Plan:

The Environmental Review Document (ERD) comments on the proposed project's consistency with Kent County's Comprehensive Plan. These include congruency with the State's twelve planning visions for ongoing growth and development; environmental benefits derived from increased access to renewable energy, conserving existing woodlands, establishing a pollinator friendly ground cover, and sediment control and stormwater management through environmental design; economic benefits through tax revenue and localized employment during phases of development and construction; and societal benefit as the project is part of the Community Solar Program, which provides savings to subscribers with low to moderate incomes.

These aspects do align with the goals of Kent County's 2018 Comprehensive Plan, for which fostering a diverse and stable economy is one of the guiding principles, as is the goal of promoting sustainable building practices and providing an effective renewable resource strategy. This includes the strategy to "[i]dentify and zone locations suitable for larger/utility scale renewable resource facilities," by including provisions in the Land Use Ordinance that provide suitable locations for large scale renewable energy facilities. The preferred sites are ones that will "not unduly impinge on the County's rural character nor its productive agricultural lands." (Page 88).

The Comprehensive Plan reaffirms the County's commitment to supporting agriculture and promoting working landscapes, and it identifies agriculture as the "... linchpin that buttresses the County's economy, culture, history, and everyday experiences", that the "County cannot afford to have this key element damaged or displaced", and that "agriculture's status as the highest and best use for much of the County is an essential tenet of [the] Plan." (Page 1)

The 338.5-acre property is zoned Industrial (I) and Agricultural Zoning District (AZD) as well as a small area of Employment Center (EC)¹. Of the approximate 32-acre development area (which appears to include the solar array and landscape buffering) on this property, as stated in the ERD (Page 4), 20.7 acres are in the Industrial district and 11.8 acres are in the AZD. Section 2.0 of the ERD (Page 2) states that 4 acres of the project will be in the AZD. It's assumed that these 4 acres are strictly the area of the solar panels, but it has not been made clear. The entirety of the proposed development area is currently in agricultural use, and the soil is classified as prime farmland. While utility-scale solar energy systems in the AZD are limited to 5 acres in area of use by special exception, such systems in the Industrial district do not require special exception and are not limited in scope.

Regarding historical or cultural resources, the ERD acknowledges that there is a structure on the project parcel that is listed in the Maryland Inventory of Historic Properties (K-637, White Plains/Clayton Farm). The ERD provides a list of other historic properties in the vicinity, including K-640, the Huey-Boyd House, and K-616, the Massey-Elliot House, which are in the Massey Crossroads Survey District (K-685). An additional site of note includes St. Clement's P.E. Church of North Kent Parish and associated burial ground (K-164), which are approximately a half mile from the project site. Determinations by MHT as to any adverse effects from the project on the list of historic sites (Page 29 of the ERD) are pending. The proposed facility will be adjacent to the village of Massey (K-685).

The Kent County Comprehensive Plan lists "significant views" as an important village characteristic, elements of which may "...include an identifiable icon of the community's character, prominent views within the community, and special entranceway features and/or waterfront areas." (Page 31)

A goal of the Comprehensive Plan is to ensure that "... all new development or redevelopment meets high standards for planning, workmanship, and design." (Page 31) A proposed strategy to fulfill that goal is to ensure "...that future development, redevelopment, and infill is completed in an environmentally and context sensitive manner. The County will encourage techniques ... to protect ... historic archeological and cultural resources, and scenic viewsheds." (Page 31) The proposed facility and associated buffer may impact the vista associated with this village gateway and the proposal may be inconsistent with the intent of the comprehensive plan to ensure development in a context sensitive manner. The applicant will need to demonstrate that the proposed energy system protects cultural resources and scenic viewsheds.

The proposed development appears to be largely consistent with the County's Comprehensive Plan. The project carries multiple benefits, including economic, environmental, and societal.

¹ The County is near completion of its Comprehensive Rezoning Update, and the currently zoned Industrial (I) district and the Employment Center (EC) are to be consolidated into Employment Center (EC).

However, the possible removal of nearly 12 acres of prime farmland in the AZD from agricultural production would be incongruent to an essential tenet of the plan, if this figure were to prove to be correct. Additionally, the adjacency of the project site to a village with multiple historic structures may require more robust screening than what is proposed in the ERD.

(b) Consistency with the Land Use Ordinance:

Larger utility-scale solar energy systems are permitted by right without size limits and without any special exception in the Employment Center (EC) zoning district and the Industrial (I) zoning district. Most EC parcels and many Industrial parcels are large properties and are currently open fields. Utility-scale solar systems are permitted by right with a special exception and are limited to five acres in area of use (defined as the area within the solar panel array's security fence) per parcel in the Agricultural Zoning District (AZD).

The ERD cites Public Utilities Article §7-207, which emphasizes that the Public Service Commission, which is to receive and give due consideration of land use and recommendations of the local authority, may preempt local governments in the siting of utility-scale solar facilities. The applicant is not seeking a special exception for solar development in the AZD.

Although a special exception is not being sought, the ERD includes a summary of proposed consistencies with Article VII, Section 7 §57.25 of the Land Use Ordinance, which establishes the standards for special exception approval for utility-scale solar systems in the AZD and Resource Conservation District (RCD). These standards include appropriateness of location; consistency with the Comprehensive Plan; and safeguards to protect surrounding property, persons, and neighborhood values, such as through landscape screening and mitigation of glare. The following comments are respective to specific declarations within the ERD (beginning page 9) regarding consistency with special exception requirements:

- Sub item "i", Glare: A glint and glare analysis and memo were included in the packet, which is further addressed in Section 5.7 and for which there is an attachment (6.03).

The glare analysis states that there are to be 21.4 acres of solar panels, which is inconsistent with the 19 acres of Panel Array Area presented on the Concept Plan. The analysis includes potential impacts to Galena Road and Massey Road, to 10 observation points which are single-family homes within 1 mile of the project site, and to descent pathways for three nearby airports. Ground observation height was modeled for 6 feet above grade, and existing vegetation and topography were the only considerations for restricted field of vision. Additionally, roadway receptors were limited to a 50° field of vision to the left and right of a driver's line of site.

Results indicate that Observation Points 4, 7, and 10, which are all east of the project site, were subject to green glare (low potential for temporary after-image) later in the day during the summer months. OP 4 could experience up to 3 minutes per day, OP 7 up to 10 minutes per day, and OP 10 up to 8 minutes per day. This modeling does not account for potential observations higher than 6 feet above ground level, such as from the second floor of a home, and it does not account for the required landscape buffer that is to be installed.

Roadway routes were modeled at a height of 5 feet above ground level, and no potential for glare was found. The analysis does not account for possible effects to truck drivers, which average approximately 7.5 feet above ground level. It also does not account for the required landscape buffer that is to be installed.

Runway 20 at Massey Aerodrome is anticipated to receive green glare for up to 18 minutes per day from 4:00 to 5:30 p.m. in August. It is recommended that trees be added to the northeastern edge of the project to block this glare. The report is a bit confusing in that it states at one point that Flight Path 1 at Double D Airport, which is across the state border in Delaware, would experience glare (See "Analysis Results", page 6 of the Solar Glare and Glint Analysis Report) and then at another point that it will not (See Table 5, page 7 of the Solar Glare and Glint Analysis Report). This contradictory information should be corrected.

- Sub item "ii", Screening: The submitted draft landscaping buffer plan follows the required vegetation type, height, caliper, and placement for a buffer without the required 3-foot berm. A waiver for this requirement is at the discretion of the Planning Commission and, for special exceptions, the Board of Appeals. The buffer is proposed to extend along the northern, eastern, and southern boundaries of the array. An existing forest to the west will serve as natural screening.
- Sub item "vii", Visual Intrusiveness; Appropriateness for Setting: The project site is adjacent to the village of Massey, which contains several parcels on the Maryland Inventory of Historic Properties. As discussed in the previous section, the applicant will need to provide evidence that the project will not adversely impact cultural resources or scenic views. A line of site analysis is recommended.
- Sub item "ix", Alteration of Utility Infrastructure: It's proposed that two utility poles be installed on site. According to Article VII, Section 7.57.259(i) of the Land Use Ordinance, other than wire size, there shall be no alteration of utility infrastructure to accommodate the system. According to Article VI, Section 11.B.3, all wiring on the solar arrays shall be underground except when necessary to connect to the public utility.
- Sub item x, Area of Array: The ERD states, "The Project is a 5.0 MW AC photovoltaic Solar Energy System, Utility Scale facility and will exceed the 5.0-acre area maximum within the AZD. ... The project is 32 acres in total, with 20.7 acres being in the Industrial zone, and 11.8 acres being in the AZD. ...The Applicant is applying for a CPCN from the PSC for the Project." (Page 10) As mentioned previously, page 2 of the ERD states that 4 acres of the project will be in the AZD. The Overall Site Summary on the Concept Plan states that 9.8 acres of the project area will be in the AZD. These calculations need to be consistent. If the area of perimeter fencing around the solar arrays is five acres or less, and there is not an overly large amount of other disturbed areas, then theoretically the projects could meet the special exception conditions.
- Sub item xiii, View to or from Cultural Key Points: The ERD states that the "Project site is not in the vicinity of any sites of significant public interest". The applicant will have to demonstrate this. As noted above, the site is near historic properties. A line of site analysis is recommended.

The ERD provides comments as to the project's adherence to regulations established in Article VI, Section 11 of the Kent County Ordinance, which are the County-Wide Standards for Utility-Scale Solar Energy Systems. These standards include setback requirements, installation and maintenance, landscaping requirements, and financial sureties for landscaping and decommissioning. The following comments are respective to specific declarations within the ERD (beginning page 11) regarding consistency with the standards set forth. An absence of comment on a sub item indicates that the applicant has declared intent to meet the prescribed standards but has not yet provided detail.

- Sub item iii, Landscape Buffer: The applicant has proposed the installation of a 50-foot-wide landscape buffer on the north, east, and south sides of the development site. The west side is forested, which may fulfill screening requirements for that area. The road is a gateway into a village, and, in accordance with Article VI, Section 11.C.4, a 60-foot-wide vegetative buffer is required around the perimeter of the site area. The project does not meet the requirement.
- Sub item iv, Landscape Berm: The applicant is proposing to install a vegetative buffer without the required 3-foot berm. As stated above, a waiver for this requirement is at the discretion of the Planning Commission and, for special exceptions, the Board of Appeals. The project does not meet the requirement.

Section 2.2 of the ERD, Planned Interconnection: The applicant has proposed the installation of six utility poles, which is not permitted.

Section 2.3 of the ERD, Operation, Stability, and Reliability of Electric System: In this section, the ERD states that the solar facility will provide up to 5,000 MW of power. In section 2.0, it's stated that this will be a 5 MW facility. Indication of power output needs to be consistent.

Section 2.5: Site Selection: Regarding cultural factors, the ERD states, "The map from Kent County Historical Society do [*sic*] not show any historic documented features on the property." As mentioned earlier, Section 5.1: Historic and Archeological Features, cites MHT's Medusa Cultural Resource Information System, indicating the presence of a residential structure on the property documented on the MIHP (K-637) and the adjacency of the Massey Crossroads Survey District (K-685), which has several MIHP properties.

Section 3.3, Effects on Water Quality: The ERD states, "The Forest Stand Delineation determined there are no streams or wetlands in the vicinity of the project." The Concept Plan shows that on the west side of the project area the LOD and the solar panels are to encroach on a 25-foot stream buffer to Edmonds Creek. Adjacent is an MDE recognized nontidal wetland. The forested area is forest interior dwelling bird habitat, and a State-listed Sensitive Species Project Review Area is approximately 1,000 feet west of the development site. As mentioned in Section 4.3 of the ERD, Rare, Endangered, and Threatened Species, a review response from the Maryland Department of Natural Resources on the potential impact to threatened or endangered species is pending.

Section 4.1, Forest Stand Delineation: The ERD states, "A Forest Stand Delineation has been prepared for the Project Site by Holly Oak Consulting, LLC and will be submitted to Kent County for Review. The Forest Stand Delineation is included as Attachment 6.04." This is also mentioned in the ERD's position on consistency with the Kent County Comprehensive Plan.

A Forest Stand Delineation is listed in the Table of Contents as Attachment 6.04, but this document was not included in the submission. The applicant claims exemption from afforestation requirements for solar voltaic facilities per 2024 Md. Laws Ch. 541, Md. Code Ann., Pub. Utils. Section 5-1606(a)(6), effective July 1, 2024. Compliance with Forest Conservation requirements may be accomplished via off-site banking or fee-in-lieu.

Section 4.8: Potential Noise Impact: The ERD cites COMAR 26.02.03.02 regarding Maryland's noise standard. The expected average daily noise level produced by the transformers and inverters for this facility is to be approximately 65 dBA during the day. The ERD states that the noise level will be significantly lower at the property line. (There appears to be a typo in the document when COMAR 26.03.03(B)(2)(a) is also cited. Staff assumes that the correct reference is COMAR 26.02.03(B)(2)(a), which allows for 90 dBA during daytime hours for construction).

The Kent County standards for utility-scale solar energy systems states that, "Noise generated by the facility shall be limited by the project design to 45 dBAs measured at the property line, to be indicated on the site plan by the engineer, except when a back-up generator is needed for maintenance. Construction on the site is exempt from this standard." The applicant will need to demonstrate that this requirement will be met.

Regarding noise mitigation, the ERD states that, "The Project will also propose a Landscape Screen along the North, of the array area, providing a natural noise barrier for all adjoining properties. The West, South, and East all have an existing vegetation area that will serve as a Landscape Screen and minimize noise." There is no existing vegetation to the north, east, or south of the proposed project site.

Section 5.0, Socioeconomic Information: The ERD states that "The Project has been assigned Subscriber Organization Number [*]. A copy of the Project's Subscriber Organization application approval letter and amendment letter to increase the project size will be included as **Attachment 6.18.**" Please update to reflect the assigned number.

Section 5.4, Discussion of Proposed Visual Buffers: The ERD proposes a 50-foot-wide buffer without a berm. As mentioned previously, the project site is on a state road entering into a village, for which a 60-foot-wide buffer is required. A berm is required unless waived by the Planning Commission. The project does not meet the requirement.

The ERD makes several references to Attachment 6.16 as being the pending response letter from Kent County (See bolded text on pages 6 and 8). The Table of Contents lists 6.16 as being the MDE EJ Screen Report, which is correctly referenced as such on page 35 (Section 5.8 *MDE EJ Screen Report*) and which has been included, as Attachment 6.16, in the ERD. The Table of Contents cites Attachment 6.15 as the County's pending project review letter.

(c) Suggestions for improving or modifying the application prior to submission with the Public Service Commission:

Aside from the proposed scale of development within the AZD and the potential impact to a village gateway, the proposed project appears to be consistent with the County's Comprehensive Plan. However, compliance of the Concept Plan and the ERD with the regulations of the Land Use Ordinance is less clear. Numerous items, as outlined in section (b) of this document, require

correction. These include adding consistency in the area calculations, revising the landscape buffer to satisfy requirements, addressing adequate provision of effective screening and avoidance of visual intrusiveness, assuring protection from glare, providing a Forest Stand Delineation, addressing encroachment into the stream buffer, resolving contradicting information, and correcting typos in the ERD.

The County recommends providing commentary as to the consistency of the proposed project with the environmental and design standards within the Agricultural Zoning District and the Industrial (I) district, as set forth in Article V, Sections 1 and Section 15, and the objectives for site plan review, as set forth in Article VI, Section 5.3.B.16, of the Land Use Ordinance. Prior to submission of a concept site plan to the County for review, the requirements established in Article VI, Sections 5.4.B and 5.4.D will need to be incorporated into the plan, including a Citizen Participation Plan and conceptual sediment control and stormwater management plans.

Additionally, given the displacement of approximately 11.8 acres of prime agricultural land in the Agricultural Zoning District (AZD), the County requests a donation of \$32,000 to its Agricultural Preservation Fund for use in purchasing agricultural preservation easements, which figure is based on the Maryland Formula for Determining the Agricultural Value of Land, as used by the Maryland Agricultural Land Preservation Foundation and found in COMAR 15.15.02.00, et seq.

Thank you for your submittal and for your interest in Kent County, Maryland.

Sincerely Yours,

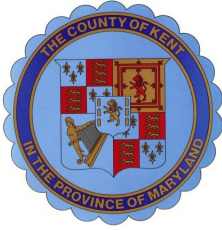
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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Mark Carper, LEED Green Associate, Associate Planner



Bill Mackey, Director, Planning, Housing, and Zoning
11/19/2024
County Commissioners Meeting

Item Summary:

On August 27, 2024, Kimley-Horn and Associates, Inc., in accordance with COMAR 20.79 pre-application consultation requirement, submitted to the Department of Planning, Zoning, and Housing, materials for a proposed 3 MW utility-scale solar energy system that will occupy – including panels, fencing, and landscaping – approximately 16 acres. The submitted materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; and a draft Environmental Review Document that includes summaries of consistencies with the Kent County Comprehensive Plan and the county-wide standards for utility-scale solar energy systems and information on the cultural natural features of the site and surrounding area. The designated applicant is Halo Rock Hall, LLC, and the site location is at Map 51, Parcel 358 along Edesville Road, Rock Hall, owned by Martin T. and Thomas Gordon Legg. The 41.55-acre property is zoned Agricultural Zoning District (AZD) and is approximately 1.25 miles to the Town of Rock Hall and approximately 1 mile to the Village of Edesville. Approximately half of the property is currently in agricultural use; the remainder is either wooded or wetland.

The submitted materials are available for public review in the Department of Planning, Housing, and Zoning at 400 High Street in Chestertown during regular business hours.

In accordance with COMAR 20.79.01.05, the applicant has requested a preliminary report from Kent County containing (a) a statement or finding whether the proposed project is consistent with the current comprehensive plan of the county or municipal corporation; (b) a statement or finding whether the proposed project is consistent with the current zoning ordinance of the county or municipal corporation; and (C) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

Planning staff have prepared a proposed Letter to the Applicant to serve as the preliminary report for your review, approval, and signature.

ATTACHMENTS:

Description

Novus Standardized Cover Page - Solar Energy System Letter

Proposed Letter for Signature re Rock Hall Solar



Image source: <https://www.discovermagazine.com/environment/can-solar-farms-help-save-bees>

Preliminary Report for the CPCN Application of Halo Rock Hall, LLC for the Installation of a 3 MW Utility-Scale Solar Energy System

Rock Hall Solar – Edesville Road

Halo Rock Hall, LLC
ATTN: Michael Lossia
330 Hamilton Row, Suite 300
Birmingham, MI 48009

Dear Mr. Lossia,

Thank you for the opportunity to review the submitted materials and to provide a preliminary report regarding the proposed installation of a 3 MW utility-scale solar energy system within Kent County, Maryland. Those materials include a concept site plan depicting the proposed solar array, perimeter fencing, and outlines of the landscape buffer; and a draft Environmental Review Document that includes summaries of consistencies with the Kent County Comprehensive Plan and the county-wide standards for utility-scale solar energy systems and information on the cultural and natural features of the site and surrounding area.

In accordance with COMAR 20.79.01.05, the preliminary report from Kent County may contain (a) a statement or finding whether the proposed project is consistent with the County's current comprehensive plan; (b) a statement or finding whether the proposed project is consistent with the County's current zoning ordinance; and (c) suggestions for improving or modifying the application prior to submission of the application with the Public Service Commission.

(a) Consistency with the Comprehensive Plan:

The draft Environmental Review Document (ERD) comments on the proposed project's consistency with Kent County's Comprehensive Plan, acknowledging that Kent County limits the size of the solar energy systems in the AZD to 5 acres and asserting, apart from the proposed acreage, that the project is consistent with Kent County's plans for future development. These include congruency with the State's twelve planning visions for ongoing growth and development; environmental benefits derived from increased access to renewable energy, conserving existing woodlands, establishing a pollinator friendly ground cover, and sediment control and stormwater management through environmental design; economic benefits through tax revenue and localized employment during phases of development and construction; and societal benefit as the project is part of the Community Solar Program, which provides savings to subscribers with low to moderate incomes.

These aspects do align with the goals of Kent County's 2018 Comprehensive Plan, for which fostering a diverse and stable economy is one of the guiding principles, as is the goal of promoting sustainable building practices and providing an effective renewable resource strategy. This includes the strategy to "[i]dentify and zone locations suitable for larger/utility scale renewable resource facilities," by including provisions in the Land Use Ordinance that provide suitable

locations for large scale renewable energy facilities. The preferred sites are ones that will “not unduly impinge on the County’s rural character nor its productive agricultural lands.” (Page 88).

The Comprehensive Plan reaffirms the County’s commitment to supporting agriculture and promoting working landscapes, and it identifies agriculture as the “... linchpin that buttresses the County’s economy, culture, history, and everyday experiences”, that the “County cannot afford to have this key element damaged or displaced”, and that “agriculture’s status as the highest and best use for much of the County is an essential tenet of [the] Plan.” (Page 1) An important measure taken to help maintain farmland was the adoption of the Priority Preservation Area (PPA) by the County as required by the State of Maryland.

The 41.55-acre property is zoned Agricultural Zoning District (AZD), and approximately half of the property is currently in agricultural use while the remainder is either wooded or wetland. The property is within the County’s PPA, and the soils on site are prime farmland or farmland of statewide importance. Consistency with the County’s Comprehensive Plan is, therefore, mixed. The County acknowledges that the proposed development carries multiple benefits. However, the removal of approximately 19.8 acres of PPA farmland from production is incongruent to an essential tenet of the Plan.

Within the summary of consistency with the Comprehensive Plan, the ERD contains several inconsistencies regarding the energy output of the proposed project. It is stated that the project will be 3 MW (Page 2, 1st paragraph, and page 3, 1st paragraph), 4 MW (Page 2, 2nd paragraph), and 5 MW (Page 7, subsection “vi.c”). Please provide a consistent estimate of the energy production from the proposed facility.

(b) Consistency with the Land Use Ordinance:

Within the Agricultural Zoning District (AZD), utility-scale solar systems are permitted by right with a special exception but are limited to five acres in area of use (defined as the area within the solar panel array’s security fence) per parcel. An additional condition of the special exception is that the solar collection system shall be incidental to the use of the farm. The ERD acknowledges that the proposed project will exceed the 5-acre maximum area of use and that the proposed use, because of the limited size of the property and limited amount of agricultural production taking place, will not be incidental to the use of farming.

The ERD cites Public Utilities Article §7-207, which emphasizes that the Public Service Commission, which is to receive and give due consideration of land use and recommendations of the local authority, may preempt local governments in the siting of utility-scale solar facilities. The applicant is not seeking a special exception for solar development in the AZD.

Although a special exception is not being sought, the ERD includes a summary of proposed inconsistencies with Article VII, Section 7 §57.25 of the Land Use Ordinance, which establishes the standards for special exception approval for utility-scale solar systems on farms in the AZD. These standards include appropriateness of location; consistency with the Comprehensive Plan; and safeguards to protect surrounding property, persons, and neighborhood values, such as landscape

screening and mitigation of glare. The following comments are respective to specific declarations within the ERD (beginning page 8) regarding consistency with special exception requirements:

- Sub item “i”, Glare: The ERD states that a glare hazards analysis was performed and that the project will not cause glare to occupants of neighboring properties. Further comments on this matter are offered in Section 5.7 of the ERD, and the referenced Glint and Glare Analysis and Memo is included as attachment 6.03.

The attached Glint and Glare Analysis and Memo addresses the conditions for a different proposed solar development site – Edmonds Creek Solar, near Massey – and is not relevant to this application. An appropriate Glint and Glare Analysis and Memo for this project site is required.

- Sub item “ii”, Screening: The ERD states, “A healthy existing forest buffer is present along the North, West, and South sides of the Project, providing a thick screen on these sides. Landscape Screening is being proposed to the East, as this side faces Edesville Road ...”.

There is healthy forest on the west, north, and south sides of the proposed location of development. However, only the forested area to the west is within the boundary of the property. Removal of approximately 1.5 acres of this forest is proposed.

The forested areas to the north and south of the development location are on different properties and – unless they are preserved forests that are recorded on a plat – are not eligible to serve as the required screening. A landscape buffer will need to be provided on the north, east, and south sides of the proposed development site.

The proposed landscape buffer on the east side of the project along Edesville Road, as depicted on the Concept Site Plan, is to be 60 feet wide. A landscape buffer of this width is required for site areas fronting on roads or rights of way that are considered gateways to town or villages. The village of Edesville is more than a half mile from the proposed development site, and the location is not considered to be a gateway. The landscape buffer need be no wider than 50 feet. On the Concept Plan, the LOD appears to cross into the right of way. Areas need to be better demarcated and the edge of the landscape buffer more clearly depicted.

The plant details of the submitted draft landscaping buffer plan follow the required vegetation type, height, caliper, and placement for a buffer without the required 3-foot berm. A waiver for this requirement is at the discretion of the Planning Commission and, for special exceptions, the Board of Appeals. This draft plan does not meet the requirements of the Land Use Ordinance.

- Sub item “v”, Incidental Use: The ERD states that agricultural activities will no longer be performed when the solar system is in use.

This is not permitted in accordance with Article VI, Section 7.57.25.e of the Land Use Ordinance.

- Sub item “vii”, Visual Intrusiveness; Appropriateness for Setting: The ERD states that the nearest residence at 5602 Edesville Road is vacant and that the nearest occupied structure, at 56901 Edesville Road, is approximately 3,000 feet from the project site.

The County requests that the appropriateness of the setting be reevaluated as aerial imagery indicates that there are additional residential structures in proximity to the proposed development site. Furthermore, current occupancy status is not relevant to the analysis.

- Sub item “ix”, Alteration of Utility Infrastructure: The ERD states that the interconnection study is ongoing and that improvements to the utility structures will be made on site. Section 2.6 of the ERD states that several utility poles with overhead wires are to be added. The Concept Plan indicates that 6 utility poles are to be installed on site, and it appears that an interconnection wire is to cross the roadway overhead.

According to Article VII, Section 7.57.259(i) of the Land Use Ordinance, other than wire size, there shall be no alteration of utility infrastructure to accommodate the system. According to Article VI, Section 11.B.3, all wiring on the solar arrays shall be underground except when necessary to connect to the public utility. Section 11.B.4 states that transmission wires to connect the project to the utility infrastructure shall not cross a roadway overhead. The proposed action does not comply with County regulations.

- Sub item x, Area of Array: The ERD states, “The Project is a 5.0 MW AC photovoltaic Solar Energy System, Utility Scale facility and will exceed the 5.0-acre area maximum within the AZD.

As previously noted, the estimates of the expected energy output have been 3 MW, 4 MW, and 5 MW. Please provide a consistent number.

- Sub item “xii”, Tree Removal: Approximately 1.5 acres of existing forest is proposed to be removed. A Forest Stand Delineation is required, and one is referenced as having been submitted as Attachment 6.04 (also referenced under subsection “v” under consistencies with the Comprehensive Plan, page 7).

A Forest Stand Delineation was not included in the submission. A Forest Conservation Plan will be required for the proposed development.

The ERD provides comments as to the project’s adherence to regulations established in Article VI, Section 11 of the Kent County Ordinance, which are the County-Wide Standards for Utility-Scale Solar Energy Systems. These standards include setback requirements, installation and maintenance, landscaping requirements, and financial sureties for landscaping and decommissioning. The following comments are respective to specific declarations within the ERD (beginning page 10) regarding consistency with the standards set forth. An absence of comment on a sub item indicates that the applicant has declared intent to meet the prescribed standards but has not provided detail.

- Sub item “i”: Setbacks: There are inconsistencies between the ERD and the Concept Plan that will need to be addressed. The ERD states that, “The Project proposes a 75-ft setback to the solar array structure on the East property line along Edesville Rd. All neighboring properties are zoned AZD, and, therefore, follow the required 15-ft side setbacks, and 30-ft rear setback, respectively.”

The Concept Plan depicts a setback line of 100 feet from the rear and side property lines and 200 feet from the Edesville Road frontage. The setback from the adjacent property on the southeast corner is not clear but appears to be closer than allowed. The ownership of this property appears to be mislabeled.

County-wide standards for utility-scale solar energy systems require that setbacks, which are to be measured from the outermost edge of the nearest solar panel structure, are to be a minimum of 200 feet from any lot line, road and/or right-of-way, and any residential use or zoning district. A set back of 100 feet from properties for non-residential development may be permitted with written consent from the owner whose property is adjacent to the area where the reduced setback is sought.

Sub item “iii”, Landscape Buffer: There are inconsistencies between the ERD and the Concept Plan that will need to be addressed. In the ERD, the applicant has proposed the installation of a 50-foot-wide landscape buffer on the east side of the development site. The Concept Plan proposes a 60-foot-wide landscape buffer. This location is not considered to be a village gateway, and only a 50-foot-wide landscape buffer is required.

The west side is forested, which may fulfill screening requirements for that area. However, as stated previously, the forested areas to the north and south are on different properties and may not be used for screening. A landscape buffer will need to be included on the north and south sides.

- Sub item “iv”, Landscape Berm: The applicant is proposing to install a vegetative buffer without the required 3-foot berm.

As stated earlier, a waiver for this requirement is at the discretion of the Planning Commission and, for special exceptions, the Board of Appeals.

- Sub item “viii”, Entrance: The Concept Plan shows that the proposed entrance will be a straight line from Edesville Road, potentially rendering the solar panels visible from this line of sight.

The LUO states that, “Entrances to the project should be designed to ensure that neighboring properties, public rights-of ways and roads are not exposed to an unscreened view through the entranceway. The use of a wire mesh or chain-link gate or fence with vinyl interwoven strips is not acceptable.” The applicant will need to demonstrate that the entrance will provide sufficient screening.

Section 2.2 of the ERD, Planned Interconnection: The applicant has proposed the installation of six utility poles, which is not permitted.

Section 2.3 of the ERD, Operation, Stability, and Reliability of Electric System: In this section, the ERD states that the solar facility will provide up to 3,000 MW of power. Several estimates of the

power output have been presented. The indication of proposed power output needs to be consistent.

Section 4.1, Forest Stand Delineation: The ERD states, “A Forest Stand Delineation has been prepared for the Project Site by Holly Oak Consulting, LLC and will be submitted to Kent County for Review. The Forest Stand Delineation is included as Attachment 6.04.” This is also mentioned in the ERD’s position on consistency with the Kent County Comprehensive Plan.

A Forest Stand Delineation is listed in the Table of Contents as Attachment 6.04, but this document was not included in the submission. The applicant claims exemption from afforestation requirements for solar voltaic facilities per 2024 Md. Laws Ch. 541, Md. Code Ann., Pub. Utils. Section 5-1606(a)(6), effective July 1, 2024. Compliance with Forest Conservation requirements may be accomplished via off-site banking or fee-in-lieu.

Section 4.8: Potential Noise Impact: The ERD cites COMAR 26.02.03.02 regarding Maryland’s noise standard. The expected average daily noise level produced by the transformers and inverters for this facility is to be approximately 65 dBA during the day. The ERD states that the noise level will be significantly lower at the property line. (There appears to be a typo in the document when COMAR 26.03.03(B)(2)(a) is also cited. Staff assumes that the correct reference is COMAR 26.02.03(B)(2)(a), which allows for 90 dBA during daytime hours for construction).

The Kent County standards for utility-scale solar energy systems states that, “Noise generated by the facility shall be limited by the project design to 45 dBAs measured at the property line, to be indicated on the site plan by the engineer, except when a back-up generator is needed for maintenance. Construction on the site is exempt from this standard.” The applicant will need to demonstrate that this requirement will be met.

Section 5.0, Socioeconomic Information: The ERD states that “The Project has been assigned Subscriber Organization Number [*]. A copy of the Project’s Subscriber Organization application approval letter and amendment letter to increase the project size is included as **Attachment 6.18**.” Please update to reflect the assigned number.

Section 5.4, Discussion of Proposed Visual Buffers: The ERD proposes a 50-foot-wide buffer without a berm. A berm is required unless waived by the Planning Commission.

Section 5.7, Glint and Glare Analysis and Memo. As stated above, the glare analysis submitted with these materials was for a different solar development site.

- (c) Suggestions for improving or modifying the application prior to submission with the Public Service Commission:

Aside from the proposed scale of the development within the AZD, the proposed project appears to be consistent with the County’s Comprehensive Plan. However, compliance of the Concept Plan and the ERD with the regulations of the Land Use Ordinance is less certain. Numerous items, as outlined in section (b) of this document, require revision. These include adding consistency in the area calculations, revising the landscape buffer to satisfy requirements, addressing adequate provision of effective screening and avoidance of visual intrusiveness, assuring protection from

glare, providing a Forest Stand Delineation, resolving contradicting information, and correcting typos in the ERD.

The County recommends providing commentary as to the consistency of the proposed project with the environmental and design standards within the Agricultural Zoning Districts, as set forth in Article V, Section 1, and the objectives for site plan review, as set forth in Article VI, Section 5.5, of the Land Use Ordinance. Prior to submission of a concept site plan to the County for review, the requirements established in Article VI, Sections 5.4.B and 5.4.D will need to be incorporated into the plan, including a Citizen Participation Plan and conceptual sediment control and stormwater management plans.

Additionally, given the displacement of approximately 19.8 acres of productive agricultural land in the Priority Preservation Area, the County requests a donation of \$53,790 to its Agricultural Preservation Fund for use in purchasing agricultural preservation easements, which figure is based on the Maryland Formula for Determining the Agricultural Value of Land, as used by the Maryland Agricultural Land Preservation Foundation and found in COMAR 15.15.02.00, et seq.

Thank you for your submittal and for your interest in Kent County, Maryland.

Sincerely Yours,

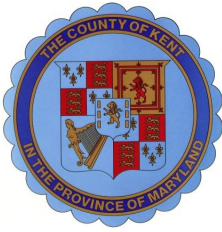
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

c: Shelley L. Heller, Kent County Administrator
Thomas N. Yeager, Esq., Kent County Attorney
William A. Mackey, AICP, DPHZ Director
Carla Gerber, AICP, DPHZ Deputy Director
Mark Carper, LEED Green Associate, Associate Planner



Dan Mattson, Director, Public Works
11/19/2024
County Commissioners Meeting

Item Summary:

FY2025 Vehicle Order - Various Departments

ATTACHMENTS:

Description

Cover Sheet

1 DPHZ Quote

2 Grounds Quote

3 WWW Crane Truck Quote

4 WWW Stake Body Quote

5 EOD Quote

FY25 Vehicle Order - Various Departments



Prepared For: Kent County-Planning, Housing, Zoning
Mattson, Daniel

Date 10/25/2024
AE/AM J4G/BK2

Unit #

Year 2025 Make Ford Model Explorer

Series Active 4dr 4x4

Vehicle Order Type Ordered Term 60 State MD Customer# 590849

\$ 41,180.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.00000% State MD
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 550.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Daniel Mattson
Exterior Color	Oxford White
Interior Color	Dark Gray/Onyx w/Unique Heated Cloth Captain'
Lic. Plate Type	Unknown
GVWR	0

\$ 41,730.00	Total Capitalized Amount (Delivered Price)
\$ 563.36	Depreciation Reserve @ 1.3500%
\$ 197.98	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 761.34 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 52.03	Full Maintenance Program ³ Contract Miles 40,000	OverMileage Charge	\$ 0.0500 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 52.03 Additional Services SubTotal

\$ 0.00	Tax 0.00000%	State MD
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\$ 813.37 Total Monthly Rental Including Additional Services

\$ 7,928.40	Reduced Book Value at 60 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 8,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County-Planning, Housing, Zoning

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 550.00
Other Charges Total		\$ 550.00

VEHICLE INFORMATION:

2025 Ford Explorer Active 4dr 4x4 - US

Series ID: K8D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$40,085	\$41,755.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$41,680.00	\$43,350.00

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: 8H-Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
200A	Equipment Group 200A Standard Package	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
8	Unique Heated Cloth Captain's Chairs	Included	Included
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited Slip Rear Axle	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included	Included
YZ_02	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: metal-look front bumper insert
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls, adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks

Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 35-30-35 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: Kent County
Mattson, Daniel

Date 11/11/2024
AE/AM J4G/BK2

Unit #

Year 2025 **Make** Ford **Model** F-250
Series XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

Vehicle Order Type Ordered **Term** 60 **State** MD **Customer#** 581825

\$ 52,453.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State MD
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 660.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Medium Dark Slate w/HD Vinyl 40/20/40 Split B
Lic. Plate Type	Unknown
GVWR	0

\$ 53,113.00	Total Capitalized Amount (Delivered Price)
\$ 717.03	Depreciation Reserve @ <u>1.3500%</u>
\$ 258.60	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 975.63 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 52.96	Full Maintenance Program ³ Contract Miles <u>40,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 52.96 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u>	State MD
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\$ 1,028.59 Total Monthly Rental Including Additional Services

\$ 10,091.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 8,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 660.00
Other Charges Total		\$ 660.00

VEHICLE INFORMATION:

2025 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,296	\$51,890.00
Total Options	\$2,162.00	\$2,375.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$53,453.00	\$56,260.00

SELECTED COLOR:

Exterior: Z1-Oxford White
 Interior: AS-Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
52B	Trailer Brake Controller	\$273.00	\$300.00
592	LED Roof Clearance Lights	\$87.00	\$95.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
76C	Exterior Backup Alarm (Pre-Installed)	\$200.00	\$220.00
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
91G	Amber-Wht 360 Deg LED Warn Strobes (Pre-Installed)	\$592.00	\$650.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
A9MAQ	4 Black Retractable Bed Hooks by Bull Accessories	\$63.00	\$70.00
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cab clearance lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: Kent County-W&WW
Keller, Shelley

Date 11/08/2024
AE/AM J4G/BK2

Unit # 27ZBCX
Year 2025 **Make** Ford **Model** F-350
Series XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW

Vehicle Order Type Ordered **Term** 60 **State** MD **Customer#** 590841

\$ 87,960.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State MD
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 425.00	Other: (See Page 2)
\$ 17,132.50 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Government
GVWR	0

\$ 71,252.50	Total Capitalized Amount (Delivered Price)
\$ 961.91	Depreciation Reserve @ <u>1.3500%</u>
\$ 363.19	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,325.10 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees		
\$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit <u>\$0.00</u>		
\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>45,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State** MD

\$ 1,325.10 Total Monthly Rental Including Additional Services

\$ 13,537.90	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 9,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County-W&WW

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Fuel/Oil transfer tank - 100 gallon fuel transfer tank. and 15 GPM 12v DC pump (AME Quote: 32558)	C	\$ 0.00
Strobe Lights (AME Quote: 32558)	C	\$ 0.00
Crane Truck - Reading Classic II 8' Steel Body, SRW, w/ Masterlock Venco ET6K Crane; 2000lb Capacity / 6'-10' Man.Boom / 12V DC Winch (AME Quote: 32558)	C	\$ 35,065.00
Legacy Bedliners (AME Quote: 32558)	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,065.00
Aftermarket Equipment Total		\$ 35,065.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 175.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 425.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,329	\$51,925.00
Total Options	\$1,571.00	\$1,725.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,895.00	\$55,645.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
164WB	164" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
592	LED Roof Clearance Lights	\$87.00	\$95.00
610A	Order Code 610A	NC	NC
61L	Front Wheel Well Liners (Pre-Installed)	\$164.00	\$180.00
64A	Wheels: 17" Argent Painted Steel	Included	Included
67B	410 Amp Dual Alternators	\$104.00	\$115.00
76S	Remote Start System	\$228.00	\$250.00
86M	Dual 68 AH/65 AGM Batteries	\$191.00	\$210.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
C09	Priced DORA	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,800 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	\$392.00	\$430.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cab clearance lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Quote Number: 32558

QUOTE

Page: 1 of 3

Quote To:

Ken Tunnell
Enterprise Fleet Management
2281 Ball Drive
St. Louis MO 63146 USA

Phone: 314-274-5546 Fax:
Kenneth.L.Tunnell@efleets.com

Date: 9/3/2024

Expires: 10/3/2024

Reference:

Sales Person: Christopher Carvelli

Fax:
ccarvelli@autoportinc.com

YEAR: 2024

MAKE: Ford

MODEL: 4X4F350SC 56SW

Deliver to: Plaza Ford for PDI. 1701 Bel Air Rd, Bel Air, MD, 21014

USD

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
1	2024 Ford 4X4F350SC 56SW Kent County - 8' Classic II ML Spray		1.00EA	34,865.00	34,865.00

- QUANTITY BREAKS -

Quantity	Unit Price
1.000 EA	34,865.00 /1

Materials

Part	Description	Qty	Ext. Price
CLS098SRW 1FA011207	Reading Classic II 8' Steel Body, SRW, w/ Masterlock - CL ST 98 SW RW1 40 ML U AA FFF	1.00	10,070.00
BPSRSRW1F A011102	Bumper,Quick Mount (QM),Current Production,P77,Pooched,Recessed,Steel,77"Wide,Re ading White,For 78" (6-1/2')/82" (7')/98" (8')/108" (9') Long Service/Enclosed (Panel) Body-Fits: Single Rear Wheel (SW) Chassis	1.00	895.00
YKDK090003	Reading Body Mount Kit, 82, 98, Ford 2023+	1.00	250.00

Quote Number: 32558

QUOTE

Page: 2 of 3

14302338	Reading Harness Adaptor, For Connecting Taillight Wire Harness From 78" (6-1/2')/98" (8')/108" (9')/132" (11') Long Service/Enclosed (Panel) Body to Chassis' Factory OEM Wire Harness-Fits: Ford, Box Delete/Bed Removal (1999-2016, 40"/56" Cab-to-Axle Ratio (C.A.))/Cab Chassis (1999-Current, 60"/84" Cab-to-Axle Ratio (C.A.))	1.00	85.00
Labor	See Comments	1.00	495.00
	Install factory supplied backup camera, hitch & brake controler		
73750	Trailer Plug Kit, Pollak, Manufacturer #11-898, 1-Black 7-Way Trailer Plug Socket With Integrated RV Blade Style Tin-Plated Copper Alloy Terminals+Spring Action Lid (Included), 1 - 4' Long Black Loomed Wire Harness With Integrated Plug End Connector (Included), 1 - Bolt-On Black L-Bracket Mount (Included)	1.00	150.00
510	Alarm: Back-up, 97dB, 12VDC	1.00	150.00
Labor	See Comments	1.00	1,195.00
	Spray on bedliner to include: inside cargo area and top of compartments		
C2X	Upgrade, 'RC-26L' Crane Reinforcement, 4000# cranes	1.00	2,295.00
ED3802AW	Directional LED, surface mount, thin profile, 12-24VDC, dual-color amber/white	4.00	795.00
	Install 2 in front grill and 2 at the rear of body		
8891925	L-Bracket, Mount, Steel, 1.1" High x 4.4" Wide, Black, For Mounting 4.4" Wide Thin-Mount LED Strobe Light	2.00	995.00
10506883	Crane Reinforcement Ship Kit	1.00	175.00
CUSTOM-SRW	Venco Outrigger: Single-Wheel Cut Down, Manual Pullout/Manual Crankdown For 18500-CD Outriggers	1.00	250.00
ECBAAB-00	Venco ET6K Crane; 2000lb Capacity / 6'-10' Man. Boom / 12V DC Winch	1.00	12,795.00
21440	Venco Boom Rest (Adjustable 18" - 26") for Utility bodies	1.00	395.00
22946-250	Venco Circuit Breaker Kit: Requires a minimum 250 AMP breaker	1.00	95.00
18500-CD	Venco Outrigger: Crankdown Package	1.00	1,325.00
ATOMICROO F-F0011A	Lights, Atomic, Set / 5, LED, Marker / Strobe, Cab / Roof, Factory, No Drill, Amber, Amber Lense- Ford, '17+, SD	1.00	495.00

Quote Number: 32558

QUOTE

Page: 3 of 3

Item	Description	Quantity	Price
FR1210H	Replaces factory clearance lights 15 GPM, 12V DC Pump, 3/4in x 12ft Hose, 3/4in Manual Nozzle, 5ft Ground Wire, 18ft 12 Gauge 2 Wire Battery Cable, Telescoping Steel Suction Pipe (20in to 34 1/2in)	1.00	695.00
358-3-02	100 Gallon Transfer tank	1.00	1,195.00
FIL1200KTF7 018	3/4" OUTLET PARTICULATE FILTER KIT - INCL FILTER HEAD, CANISTER 10 MICRON, 3/4" X 5" GAL NIPPLE	1.00	70.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Delivery	200.00

Lines Total	34,865.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	200.00
Quote Total	35,065.00

Thank you for choosing AutoPort!

Prepared For: Kent County
 Mattson, Daniel
Unit # 27Z8HW
Year 2025 **Make** Ford **Model** F-350 Chassis
Series XL 4x4 SD Regular Cab 145 in. WB DRW

Date 11/08/2024
AE/AM J4G/BK2

Vehicle Order Type Ordered **Term** 60 **State** MD **Customer#** 581825

\$ 77,780.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State MD
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 425.00	Other: (See Page 2)
\$ 10,982.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White / Bright Grille
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Government
GVWR	0

\$ 67,223.00	Total Capitalized Amount (Delivered Price)
\$ 907.51	Depreciation Reserve @ 1.3500%
\$ 337.62	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,245.13 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles 0
	Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible	0 / 0
OverMileage Charge	\$ 0.0500 Per Mile
# Tires 0	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% State MD

\$ 1,245.13 Total Monthly Rental Including Additional Services

\$ 12,772.40	Reduced Book Value at 60 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 9,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County

BY	TITLE	DATE
-----------	--------------	-------------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter (AME Quote: 32585)	C	\$ 200.00
Strobe Lights (AME Quote: 32585)	C	\$ 0.00
Flatbed/Stake (AME Quote: 32585)	C	\$ 21,765.00
Tuckunder Gate (AME Quote: 32585)	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 21,965.00
Aftermarket Equipment Total		\$ 21,965.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 175.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 425.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Ford F-350 Chassis XL 4x4 SD Regular Cab 145 in. WB DRW - US

Series ID: F3H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$52,397	\$55,155.00
Total Options	\$1,423.00	\$1,565.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$55,815.00	\$58,715.00

SELECTED COLOR:

Exterior: Z1 / 96VGRL-(0 P) Oxford White / Bright Grille

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18B	Platform Running Boards	\$291.00	\$320.00
41P	Transfer Case Skid Plates	\$91.00	\$100.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
61L	Front Wheel Well Liners (Pre-Installed)	\$164.00	\$180.00
640A	Order Code 640A	NC	NC
64K	Wheels: 17" Argent Painted Steel	Included	Included
67B	410 Amp Dual Alternators	\$104.00	\$115.00
86M	Dual 68 AH/65 AGM Battery	\$191.00	\$210.00
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
96V	XL Chrome Package	\$205.00	\$225.00
96VFBP	Chrome Front Bumper	Included	Included
96VGRL	Bright Grille	Included	Included
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
C09	Priced DORA	NC	NC
FOGLMP	Halogen Fog Lamps	Included	Included
PAINT	Monotone Paint Application	STD	STD
RMTSRT	Remote Start	Included	Included
STDGV	GVWR: 14,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: aluminum body material
: trailering with harness
Grille: black w/chrome accents grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Quote Number: 32585

QUOTE

Page: 1 of 2

<p>Quote To: Ken Tunnell Enterprise Fleet Management 2281 Ball Drive St. Louis MO 63146 USA</p> <p>Phone: 314-274-5546 Fax: Kenneth.L.Tunnell@efleets.com</p>	<p>Date: 9/3/2024</p> <p>Expires: 10/3/2024</p> <p>Reference:</p> <p>Sales Person: Christopher Carvelli</p> <p>Fax: ccarvelli@autoportinc.com</p> <p>YEAR: 2024 MAKE: Ford MODEL: 4X4F350 Reg Cab 60DW</p>
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delivery to Plaza Ford for PDI. 1701 Bel Air Rd, Bel Air, MD, 21014

USD

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
1	2024 Ford 4X4F350 Reg Cab 60DW Kent County - 9' Alum Stake Liftgate		1.00 EA	21,765.00	21,765.00
- QUANTITY BREAKS -					
		Quantity	Unit Price		
		1.000 EA	21,765.00 /1		

Quote Number: 32585

QUOTE

Page: 2 of 2

Materials			
Part	Description	Qty	Ext. Price
CFG-10624	Eby Platform Body, 9' x 96", Diamond Plate Floor w/ Side Kits & Rear Barn Doors	1.00	10,595.00
SA00565	Eby ICC Bumper for Cab & Chassis with 2-1/2" Receiver tube	1.00	995.00
33E00011A	Eby Tool Box 30"W x 16"D x 16"H - Aluminum Lid	2.00	1,395.00
PLR 25D 48X80 A	Liftgate,PLR,Tuckunder,2500lb Capacity,2-Cylinder,80"Wide x 48"Deep Folding Aluminum Platform,745lb Approximate Weight-Platform/Box Body,38"-52" Bed Height***Master cutoff switch in cab for liftgate*** ***Master cutoff switch in cab for liftgate***	1.00	6,795.00
1STEP- PLR/ILP	Dock Bumper,Manufacturer Part #65-7515-007,1-Step,Steel,21"High,For PLR/ILP Tuckunder Liftgate	1.00	295.00
ED3802AW	Directional LED, surface mount,thin profile,12-24VDC, dual-color amber/white Install 2 in front grill, 2rear of body and 2 on cab guard	6.00	1,195.00
8891925	L-Bracket,Mount,Steel,1.1"High x 4.4"Wide,Black,For Mounting 4.4"Wide Thin-Mount LED Strobe Light	2.00	95.00
510	Alarm: Back-up, 97dB, 12VDC	1.00	150.00
Labor	See Comments Install factory supplied backup camera Install factory supplied backup camera	1.00	250.00

QUOTE - Miscellaneous Charge -	
Description	Ext. Price
1.) Delivery	200.00

Lines Total	21,765.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	200.00
Quote Total	21,965.00

Thank you for choosing AutoPort!

Prepared For: Kent County
Mattson, Daniel

Date 11/04/2024
AE/AM J4G/BK2

Unit #

Year 2025 **Make** Ford **Model** F-350

Series XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW

Vehicle Order Type Ordered **Term** 60 **State** MD **Customer#** 581825

\$ 70,382.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State MD
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 560.00	Other: (See Page 2)
\$ 8,489.50 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Kent County
Exterior Color	Oxford White
Interior Color	Medium Dark Slate w/HD Vinyl 40/20/40 Split B
Lic. Plate Type	Unknown
GVWR	0

\$ 62,452.50	Total Capitalized Amount (Delivered Price)
\$ 905.56	Depreciation Reserve @ <u>1.4500%</u>
\$ 300.42	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,205.98 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 61.00	Full Maintenance Program ³ Contract Miles <u>45,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 61.00 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u>	State MD
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\$ 1,266.98 Total Monthly Rental Including Additional Services

\$ 8,118.90	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 9,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County

BY	TITLE	DATE
-----------	--------------	-------------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Strobe Lights (AME Quote: 33315)	C	\$ 1,357.00
Snow Plow (AME Quote: 33315)	C	\$ 9,728.00
Spreader/Sander (AME Quote: 33315)	C	\$ 5,894.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 16,979.00
Aftermarket Equipment Total		\$ 16,979.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 560.00
Other Charges Total		\$ 560.00

VEHICLE INFORMATION:

2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,329	\$51,925.00
Total Options	\$2,079.00	\$2,285.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$53,403.00	\$56,205.00

SELECTED COLOR:

Exterior: Z1-Oxford White

Interior: AS-Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
164WB	164" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
43C	120V/400W Outlet	\$160.00	\$175.00
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
47B	Snow Plow/Camper Package	\$277.00	\$305.00
610A	Order Code 610A	NC	NC
64F	Wheels: 18" Argent Painted Steel	\$414.00	\$455.00
66S	Upfitter Switches (6)	\$150.00	\$165.00
67B	410 Amp Dual Alternators	\$104.00	\$115.00
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
86M	Dual 68 AH/65 AGM Batteries	\$191.00	\$210.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
NONGV3	GVWR: 11,800 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
RRSTAB	Rear Stabilizer Bar & Auxiliary Springs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$241.00	\$265.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0033315
 Order Date: 10/31/2024
 Terms: NET 10 DAYS

Quoted By: RB
 Customer Number: ENT106
 Work Order #:

Sold To:
 ENTERPRISE FLEET MANAGEMENT
 2281 Ball Drive
 Saint Louis, MO 63146

Ship To:
 ENTERPRISE FLEET MANAGEMENT
 2281 Ball Drive
 Saint Louis, MO 63146

Attention: Bailey A Elliott F.O.B. JOPPA, MD

QTY	DESCRIPTION	Unit Price	Amount
1.00	BOSS-VXT-VEE-STEEL-08_2 Furnish and Install Boss 8ft 2in Power VXT Steel Electric Snow Plow Package Handheld Blade Control Drive Into Hook-Up V Moldboard Power Angle Cylinders Enclosed Hydraulic Power Unit Full Blade Trip Blade Marker Guides SL3 LED Headlights and Turn Signals Powder-Coated Boss Red -	9,293.00	9,293.00
1.00	MSC01565-BOSS Furnish and Install a Rubber Snow Deflector	435.00	435.00
1.00	* Furnish and Install the Following Whelen R1LPPA Mini Light Bar (Amber / Amber) Mounted on Drill-Free Light Bar Cab Mount for Ford -	1,357.00	1,357.00

Continued



INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0033315
 Order Date: 10/31/2024
 Terms: NET 10 DAYS

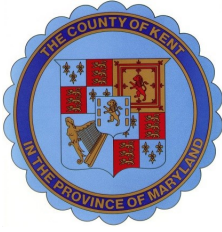
Quoted By: RB
 Customer Number: ENT106
 Work Order #:

Sold To:
 ENTERPRISE FLEET MANAGEMENT
 2281 Ball Drive
 Saint Louis, MO 63146

Ship To:
 ENTERPRISE FLEET MANAGEMENT
 2281 Ball Drive
 Saint Louis, MO 63146

Attention: Bailey A Elliott F.O.B. JOPPA, MD

QTY	DESCRIPTION	Unit Price	Amount
1.00	<p>SPRDBUYERS/SHPE2000</p> <p>Furnish and Install Buyers SHPE2000 Electric Polymer Self-Contained Salt Dogg 2.0 Cu. Yds. Capacity Spreadable Material: Salt or Salt/Sand mix Rotationally Molded Double-Wall Polymer Unibody Spreader with Smooth Angled Stainless Steel Screw-Type Auger System Material Flow Output - Salt, 2.2 cu. ft. / minute; Salt-Sand, 1.3 cu. ft. / minute Spread width is variable from 5 to 30 feet 14" polymer disc Two 12-volt DC Direct-Drive Motors to Power Auger and Spinner and Encased in Poly Housing In-Cab Console with Independent Controls for Auger, Spinner and Vibrator. 1/4" Black Powder Coated Steel Top Screen Heavy-Duty Poly-Vinyl Tarp Reinforced Corners Tie-Down Kit Heavy-duty 12 VDC Vibrator Spreader Hold-Down Kit SHPE2000 & SHPE2000X: Overall Length, 96" (requires 77" minimum bed length. Fits all 8' beds and most standard 6' beds); Capacity Struck, 2.00 cu. yd.; Width, 47.5"; Height, 40"; Recommended Use: 3/4 or 1-Ton Tucks above 8,500 lbs. GVWR. -</p> <p>Installed on an F350 Super Cab with Single Rear Wheels / 8ft Bed and a Plow Prep Package</p> <p>Re: Kent County</p>	5,894.00	5,894.00
<p>Please Circle Any Desired Options.</p> <p><i>Prices good for 15 days. Federal or state taxes apply unless tax exempt.</i></p> <p><i>All equipment requiring computer reprogramming at vehicle dealership is customers responsibility.</i> A 20% Restocking Fee will be applied to returns of ALL special order merchandise and parts .</p>		Net Order: 16,979.00 Freight: 0.00 Sales Tax: 0.00 <hr/> Order Total: 16,979.00	
Order Confirmation - Email all signed orders to MDORDERS@INTERCONTRUCK.COM			
Signature _____		Date _____	
Stock/VIN #: _____		PO #: _____	



Dan Mattson, Director, Public Works
11/19/2024
County Commissioners Meeting

Item Summary:

Bayside Landing Marina Improvements - Additional Funding

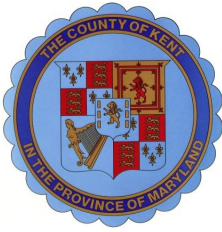
ATTACHMENTS:

Description

Cover Sheet

Bayside Landing Marina Improvements





Dan Mattson, Director, Public Works
11/19/2024
County Commissioners Meeting

Item Summary:

Heating, Ventilation, And Air Conditioning (HVAV) Repairs - Detention Center

ATTACHMENTS:

Description

Cover

Johnson Controls Quote #1-1PTEXNHN

Johnson Controls Quote #1-1PJGBDAC



Kent County
MARYLAND

Public Works

HVAC Repairs at the Detention Center





Kent County Det Dual Temp Pump Valves 11-1-24
Quote Prepared by Justin Englert
11/01/2024



PROPOSAL

Account Information

Bill To:	KENT COUNTY PUBLIC WORKS 709 MORGNEC ROAD CHESTERTOWN MD USA 21620
Quote Reference Number:	1-1PTEXNHN
Project Name:	Kent County Det Dual Temp Pump Valves 11-1-24
Site:	COUNTY OF KENT DETENTION CENTER 104 VICKERS DR CHESTERTOWN MD 21620-3327
Branch Info:	JOHNSON CONTROLS SALISBURY WILMINGTON CB - 0N28
Attn:	Mark Dixon

Customer Information

Name: Mark Dixon

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$10,354.00

This proposal is valid through: 12/01/2024

KENT COUNTY PUBLIC WORKS

Johnson Controls Inc.

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

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

Proposal Overview

Benefits/Scope of Work: Detention Center Dual Temperature Pump #1.

Furnish and install qty-2 new 4" isolation valves and qty-1 new 4" check valve.

Isolate and drain entire system.
Remove insulation from around pump and valves.
Disassemble and remove old isolation and check valves.
Clean all gasket surfaces.
Install qty-2 new isolation valves with new gaskets and hardware.
Install qty-1 new check valve with new gaskets and hardware.
Fill system with water and bleed air from high points.
Start system and check operation.
Reinsulate piping and pump housing.

Exclusions:

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

CUSTOMER ACCEPTANCE:

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

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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

PO is required to facilitate billing: NO: This signed contract satisfies requirement

YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS

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

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

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. As set forth in JCI's proposal, Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate

permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

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

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

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF

EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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

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

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

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

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

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

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or

cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

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

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

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

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

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

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

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

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

fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

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

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

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

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



Kent County Det Ctr Insulation Repair 8-26-24
Quote Prepared by John Walker
08/26/2024



PROPOSAL

Account Information

Bill To:	KENT COUNTY PUBLIC WORKS 709 MORGNEC ROAD CHESTERTOWN MD USA 21620
Quote Reference Number:	1-1PJGBDAC
Project Name:	Kent County Det Ctr Insulation Repair 8-26-24
Site:	COUNTY OF KENT DETENTION CENTER 104 VICKERS DR CHESTERTOWN MD 21620-3327
Branch Info:	JOHNSON CONTROLS SALISBURY WILMINGTON CB - 0N28
Attn:	Mark Dixon

Customer Information

Name: Mark Dixon

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

We propose to furnish the materials and/or perform the work below for the net price of: \$7,441.00

This proposal is valid through: 09/25/2024

KENT COUNTY PUBLIC WORKS

Johnson Controls Inc.

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

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

Proposal Overview

Benefits/Scope of Work: Kent County Detention Center 911 Room and Brian Persall's Office

Remove existing insulation from chilled water piping around fan coil units.
Wipe down all piping and inspect thoroughly for leaks.
Repair any minor leaks found.
Coordinate work with insulation contractor.
Reinsulate all chilled water piping around fan coil units.
Seal all insulation fittings.
Clean up around work areas.

Exclusions:

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

CUSTOMER ACCEPTANCE:

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

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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

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

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS

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

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

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. As set forth in JCI's proposal, Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate

permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

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

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

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF

EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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

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

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

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

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

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

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or

cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

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

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

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

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

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

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

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

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

fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

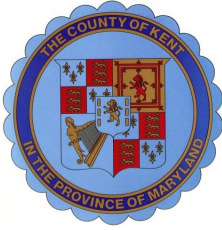
21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer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

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

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

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

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



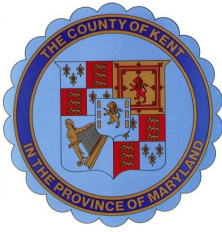
Lisa Mazingo, Director, Kent Family Center
11/19/2024
County Commissioners Meeting

Item Summary:

Fifth Amendment to Lease - Renewal

ATTACHMENTS:

Description



**2025 MACo Legislative Committee Nominations- Member and
Alternate
11/19/2024
County Commissioners Meeting**

Item Summary:

2025 MACo Legislative Committee Nominations

ATTACHMENTS:

Description

Memo- Legislative Committee 2025 Nominees



TO: County Chief Administrative Officers

FROM: Michael Sanderson, Executive Director, MACo

DATE: October 25, 2024

SUBJECT: 2025 Legislative Committee Nominations – Member and Alternate

The work of the Maryland Association of Counties (MACo) Legislative Committee is regarded as one of the organization's most important and challenging functions. Local elected officials serve as members of this body to set legislative direction, advocate, and communicate on behalf of MACo before the Administration and the General Assembly.

MACo's Legislative Committee meets weekly during the General Assembly Session to determine the Association's positions on policy matters. Committee members are also responsible for contacting state legislators at critical points during Session to encourage their local elected colleagues to support county priorities in pending legislation.

As we are nearing December and the start of the 2025 General Assembly Session, we would request that you recommend a nominee and alternate to serve on the Legislative Committee. Again, involvement on the Legislative Committee is critical as MACo strives to protect county resources and further a positive Annapolis presence.

Except in special circumstances arising in charter counties with a separate executive branch, MACo's Legislative Committee is composed of one member from each member subdivision. MACo's By-Laws require each subdivision (the 23 counties and Baltimore City) to nominate an elected official for Committee membership. These nominees are officially "elected" during the Association's Annual Business Meeting, during MACo's Winter Conference at the Hyatt Regency Chesapeake Bay Hotel Cambridge, MD on **Thursday, December 12, 2024**.

To promote full Legislative Committee representation, the By-Laws also provide for the appointment of an alternative member who may cast the subdivision's vote if the subdivision's regular member is absent. Alternate members may participate in Committee deliberations and are urged to attend meetings. Alternate members need not be elected officials.

A charter county with a separate executive branch may have two members and alternates if the Executive and Council each choose to send their own representative. However, the subdivision still has only one vote with both representatives putting forth one-half of a vote.

The Legislative Committee generally meets weekly beginning approximately the third week of January until the first or second week of March during the regular General Assembly Session to determine MACo positions on pending county-relevant legislation. During the interim, the Committee meets twice to formulate Association legislative initiatives and to remain current on pending issues.

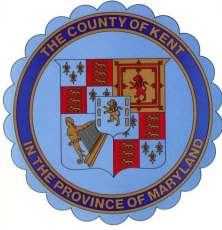
All meetings of the Committee will be announced in advance. Members and alternates will receive reminders and updates by email. We will provide a full schedule of meetings as it gets closer to the opening of the 2025 General Assembly Session, but prospective committee members should plan on 10:00 am – 12:00 noon weekly on Wednesdays, January 15 – March 19, 2025.

To submit your committee member and alternate, please complete the attached nomination form and return it to Amanda at agrosskrueger@mdcounties.org by **Friday, November 22, 2024**. The form lists your jurisdiction's 2024 Legislative Committee Member and Alternate for informational purposes. There is no requirement to change your member and alternate each year – you can choose to keep the same individuals as your representatives but must note that on the form.

Please contact Michael Sanderson, Executive Director, at 410.269.0043 should you have any questions regarding this process.

Thank you for your cooperation.

CC: County Legislative Staffers
County Elected Officials Staff



Pete Landon, Director Office of Emergency Services
11/19/2024
County Commissioners Meeting

Item Summary:

2024 Emergency Management Performance Grant

ATTACHMENTS:

Description

11.06.24 FY2024 Emergency Management Performance Grant \$60,767.84

10.29.24 U.S. Department of Homeland Security 2024 Homeland Security Grant Program 24-SR8851-01
\$60,767.84



2024 Sub-Recipient Agreement
for
Kent County, County Commissioners of

Date of Award
10/10/2024

1. Sub-Recipient Name and Address	2. Prepared by: <i>Majette, Ashley</i>	3. MEMAGMS Award Number: 24-SR 8851-01
Kent County, County Commissioners of	4. Federal Grant Information	
	Federal Grant Title:	Emergency Management Performance Grant
	Federal Grant Award Number/CFDA Number:	EMP-2024-EP-05000 / 97.042
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount

Total Award Amount \$60,767.84 100% Match Required	2024 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2023 – May 31, 2026
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6. Statutory Authority for Grant: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.)

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.sam.gov/content/exclusions>

9. Agency Approval

Approving SAA Official: Stacy Stone, Grant Administration Branch Manager Maryland Department of Emergency Management	Signature of SAA Official:
	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official: Ronald H. Fithian, President County Commissioners of Kent County	Signature of Sub-Recipient Official: <i>Ronnie Fithian</i>
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11. Enter Federal Employer Identification Number (FEIN) and UEI number: 526000974	12. Date Signed : <i>11-06-24</i>
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13. DUE DATE: 11/24/2024
Signed award must be returned to the SAA on or before the above due date.

Agreement Articles

Program:

Fiscal Year 2024 Emergency Management Performance Grant

Recipient:

MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT

UEI-EFT:

KKVQY3MM2KK1

DUNS number:

614762144

Award number:

EMP-2024-EP-05000

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Article 1

Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Sub Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

General Acknowledgements and Assurances

Sub Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Sub Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Sub Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Sub Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

Article 3

Acknowledgement of Federal Funding from DHS

Sub Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Sub Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5

Age Discrimination Act of 1975

Sub Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Sub Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

Sub Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Sub Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968

Sub Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of

Housing and Urban Development at 24C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Sub Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Sub Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

Sub Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13

Duplicative Costs

Sub Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Sub Recipients must comply with the requirements of Title IX of the Education

Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Sub Recipient, State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Sub Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Sub Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

All sub recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Sub Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Sub Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Sub Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provides that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33

Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are

hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals

and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

Article 39

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 4701 and 41 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is

required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfer exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



2024 Sub-Recipient Agreement
for
Kent County, County Commissioners of

Date of Award
10/10/2024

1. Sub-Recipient Name and Address	2. Prepared by: <i>Majette, Ashley</i>	3. MEMAGMS Award Number: 24-SR 8851-01
Kent County, County Commissioners of	4. Federal Grant Information	
	Federal Grant Title:	Emergency Management Performance Grant
	Federal Grant Award Number/CFDA Number:	EMP-2024-EP-05000 / 97.042
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount	
Total Award Amount \$60,767.84 100% Match Required	2024 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2024 – May 31, 2026

6. Statutory Authority for Grant: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.)

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.sam.gov/content/exclusions>

9. Agency Approval	
Approving SAA Official: Stacy Stone, Grant Administration Branch Manager Maryland Department of Emergency Management	Signature of SAA Official:
	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ron Fithian, President County Commissioners of Kent County	

11. Enter Federal Employer Identification Number (FEIN) and UEI number: 526000974	12. Date Signed : <i>10-29-24</i>
---	---

13. DUE DATE: **11/24/2024**
Signed award must be returned to the SAA on or before the above due date.

Agreement Articles

Program:

Fiscal Year 2024 Emergency Management Performance Grant

Recipient:

MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT

UEI-EFT:

KKVQY3MM2KK1

DUNS number:

614762144

Award number:

EMP-2024-EP-05000

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Article 1

Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Sub Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

General Acknowledgements and Assurances

Sub Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Sub Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Sub Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Sub Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

Article 3

Acknowledgement of Federal Funding from DHS

Sub Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Sub Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5

Age Discrimination Act of 1975

Sub Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Sub Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

Sub Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Sub Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968

Sub Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of

Housing and Urban Development at 24C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Sub Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Sub Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

Sub Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13

Duplicative Costs

Sub Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX

Sub Recipients must comply with the requirements of Title IX of the Education

Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Sub Recipient, State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Sub Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Sub Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

All sub recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Sub Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Sub Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Sub Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provides that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33

Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are

hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals

and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

Article 39

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 40

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is

required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45

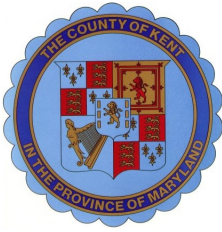
Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



Scott Boone, Director, Information Technology
11/19/2024
County Commissioners Meeting

Item Summary:

State of Maryland Capital Grant Projects Affidavit

ATTACHMENTS:

Description

11.06.24 State of Maryland Capital Grants Projects Affidavit

State of Maryland Capital Grants Projects



Affidavit

Funds will not be used for lobbying

The County Commissioners of Kent County, Maryland _____ certifies and covenants that it has not and will not use any State grant funds or any of its own matching funds: to pay (or promise to pay) any legislative agent, lawyer, or lobbyist for any services to obtain this grant.

I swear or affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

11-06-24

Date

Ronnie Felician

President

Ronald H. Fithian

Print name

and

Date

Treasurer

Print name

Note: If the organization does not have a Treasurer, this Affidavit must be signed by the individual who has charge of and who disburses the organization's money.

Maryland law requires this Affidavit. See Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland.



State of Maryland Capital Grants Projects



Affidavit

Funds will not be used for religious purposes

The County Commissioners of Kent County, Maryland _____ certifies and covenants that it has not and will not use any State grant funds or any of its own matching funds:

- To further sectarian religious instruction.
- In connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction.
- In connection with any program or department of divinity for any religious denomination.

I swear or affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Ronnie Fithian

Signature

Ronald H. Fithian

Print name

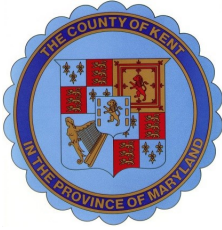
President

Title

11-06-24

Date





Scott Boone, Director, Information Technology
11/19/2024
County Commissioners Meeting

Item Summary:

Overview of the State & Local Cybersecurity Grant Program (SLCGP)

What is it?

A grant program to help local governments address cybersecurity risks and threats to information systems

Who manages the Grant?

The grant is jointly run by CISA and FEMA and funds are distributed by the Maryland SLCGP Planning Committee

What are the 5 investment priorities for the grant for direct funding?

1. Adoption or enhancement of priority cybersecurity best practices (highest weighting)
 - Asset Discovery & Vulnerability Management
 - Multi-Factor Authentication (MFA)
 - End-Point Detection and Response (EDR)
 - Email Security (SEG)
 - Security Awareness Training
2. Adoption or enhancement of general cybersecurity best practices (second highest weighting)
 - Enhanced logging
 - Data encryption
 - End of use processes of software and hardware
 - Strong password management
 - Implementing the NIST cybersecurity framework
 - Implementing the NIST cyber supply chain risk management practices
3. Cybersecurity Policy and Governance (third highest weighting)
 - Cyber Incident Response Plans
 - Acceptable Use Policies
 - Continuity of Operations Plans
 - Risk & Threat Assessments
4. Addressing specific jurisdictional cybersecurity needs (third highest weighting)
5. Cybersecurity workforce development (third highest weighting)

ATTACHMENTS:

Description

SLCGP Grant FY22 Cover



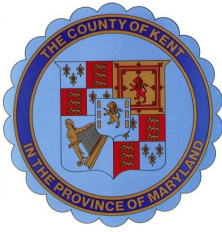
Department of Information Technology



FEMA

State and Local Cybersecurity Grant Program

The State and Local Cybersecurity Grant Program provides funding to eligible entities to address cybersecurity risks and threats to information systems owned or operated by, or on behalf of, state, local, or tribal governments.



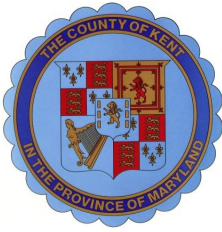
Dan Mattson, Director, Public Works
11/19/2024
County Commissioners Meeting

Item Summary:

Public Works Agreement

ATTACHMENTS:

Description



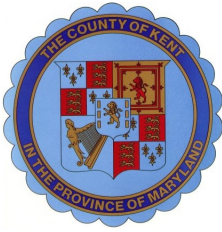
Dan Mattson, Director, Public Works
11/19/2024
County Commissioners Meeting

Item Summary:

Public Works Agreement

ATTACHMENTS:

Description



Procedures For Public Comment 11/19/2024 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

11.19.24 Public Comments Sign In Sheet and Testimony Log Public Hearing M& M Rock Hall. LLC
Trading as Rock Hall One Stop Shop



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

**PUBLIC COMMENTS
SIGN IN SHEET
November 19, 2024**

NAME (please print)	ADDRESS	TOPIC
Rebyn Brayton	Chestertown MD	Amer Indian Proclamation
<u>Doug Belknap</u>	<u>5775 LIBERTY ST, ROCK</u>	
Lyndsey Ryan	130 N. Washington St Easton MD	
Tom CALETI	5955 LANTANA RH MD 21241	
MIKE PATTERSON	5744 S HAWTHORNE RH.	
Dana ELLIOTT	P.O. 189 Rock Hall	

ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.

NAME (please print)	ADDRESS	TOPIC
KRISHAN WADHWA	822 ASHBY BR. MIDDLETOWN, DE	
SUKHPAL SINGH	435 SPRING HOLLOW DRIVE MIDDLETOWN - DE	
Mary McCees	KCP5	
Kathy Deach	23308 Sand Peps	Lig. Lic.
Alison Bostick	2150 ...	
Cindy Genther	20751 Baysides	Lig Lic.

TESTIMONY LOG

PUBLIC HEARING

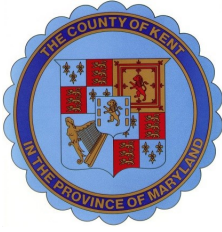
November 19, 2024

**M&M Rock Hall, LLC trading as Rock Hall One Stop Shop
Class A, Beer, Wine, and Liquor License**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. Lyndsey Ryan
2. John Magarak
3. Shweta Gethi
4. Bob Simpson
5. Don Curly
6. Matt Patten
7. Dan Allen
8. (Saurabh Sebli (SARBY))
9. Andrew Carroll
10. Casey Carroll
11. Titus Patel
12. RITU ~~WA~~
13. SUMIT
14. JS Sirona
15. SUKHAL SINGH
16. Tom Moran
17. Ed Pico



**American Rescue Plan Act (ARPA) Funds Spend Plan
11/19/2024
County Commissioners Meeting**

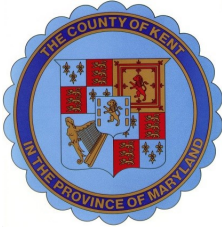
ATTACHMENTS:

Description

10-29-2024 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/29/2024**

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	
Total Amount of Funds Committed		<u>\$ 3,700,048</u>		<u>\$ 3,430,048</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 66,729</u>		<u>\$ 336,729</u>	

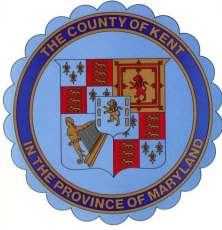


Contingency and Use of Fund Balance Report 11/19/2024 County Commissioners Meeting

ATTACHMENTS:

Description

10-29-2024 Commissioner Report Contingency



Thomas N. Yeager, County Attorney
11/19/2024
County Commissioners Meeting

Item Summary:

Legal

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