

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

December 3, 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

Riley's Mill Ale Works, LLC

Consent Items

#1 - Regular Session Minutes, November 19, 2024

#2 - Liquor Minutes, November 19, 2024

#3 - Closed Session Minutes, November 19, 2024

#4 - Bill Mackey, Director, Planning, Housing, and Zoning

Request for Release of Letter of Credit related to the Chester River Yacht and Country
Club's Parking Lot Expansion Project

#5 - University of Delaware

Historical Documentation, Granary at Turner's Creek

Acknowledgements

Board of Appeals

Certificates of Appreciations

Dr. Al Townshend

Patricia Horsey

Special Class C Licenses

Main Street Chestertown, Beer and Wine, December 6 & 7, 2024

Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, December 14, 2024

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session Protocols

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

First Reading and Introduction of Code Home Rule Bill No. 9-2024 Fox Hunting Club,
Dog Kennels In RCD

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning

Public Hearing and consideration of a Resolution granting growth allocation to the two areas that were re-designated on the Comprehensive Rezoning Update's new Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area and (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area.

Rob Tracey, Associate Planner, Planning, Housing, and Zoning
Establishment of a Kent County Agricultural Preservation District.

County Attorney

Thomas N. Yeager, County Attorney
Administrative Hearing Protocol

Administrative Hearing

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Coleman's Tavern
Carolyn M. Jones, President/Treasurer
Judy C. Dashiell, Vice President/Secretary
Brandee J. Vaughan, Member

Kent Alcohol and Tobacco Enforcement KATE

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

Appointments

Bill Webb, Health Officer, Kent County Health Department and Kathryn Dilley, Mid Shore Behavioral Health
Outpatient Treatment Programs
Eric Johnson and Maggie Thomas, Veteran and Military Support Alliance
Provided Services and Organization Overview

Departmental Appointments

Patricia Merritt, Office of Finance, Jamie Williams, Director and Rose Osborn, Administrative Specialist, Economic and Tourism Development
Short Term Rental Tax Update

Public Works Director

Dan Mattson, Director, Public Works
Bayside Landing Marina Improvements Award

American Rescue Plan Act Funds

Dan Mattson, Director, Public Works
Water and Wastewater Division
Worton Wastewater Plant Dewatering Equipment Purchase Contract Award
Dan Mattson, Director, Public Works
Water and Wastewater Division
Engineering Services for the Replacement of Fairlee Well No. 2

American Rescue Plan Act (ARPA) Funds Spend Plan

County Administrator Report

Dan Mattson, Director, Public Works

Waterway Improvement Fund Grant Agreement MF-1420H-20

Modification Number Three To Maryland Department Of Natural Resources

Public Comment/Media Review

Procedures For Public Comment

For Your Information

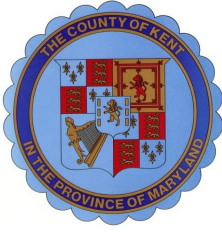
Chris Mulhall, Senior Manager, Government Affairs, Comcast Beltway Region

Comcast Xfinity Network - Price Adjustments Announcement

Contingency Fund

Contingency and Use of Fund Balance Report

(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.)



Riley's Mill Ale Works, LLC
12/3/2024
County Commissioners Meeting

ATTACHMENTS:

Description

12.17.24 Riley's Mill Ale Works LLC, Public Hearing Notice



Board of License Commissioners

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

NOTICE

Application has been made by Members David Blake Eason, Sr., David Blake Eason, Jr., and Randall Neil McLennan, representing Riley's Mill Ale Works, LLC, for a Class D, Beer, Wine, and Liquor License on the premises known as:

Riley's Mill Ale Works
860 High Street
Chestertown, MD 21620

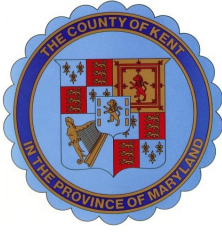
which shall authorize the holder thereof to keep for sale and to sell Beer, Wine, and Liquor at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD, on December 17, 2024, at 6:00 p.m., at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

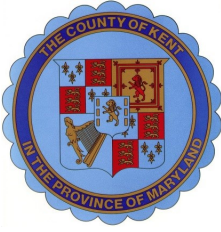
Sondra M. Blackiston
Clerk/KATE Manager

PUBLISH KCN 11/28/24, 12/05/24



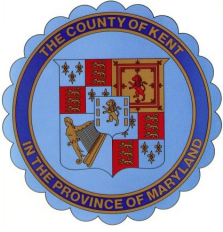
**#1 - Regular Session Minutes, November 19, 2024
12/3/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



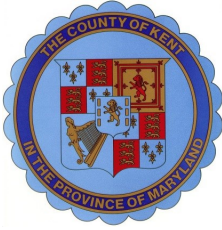
**#2 - Liquor Minutes, November 19, 2024
12/3/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes, November 19, 2024
12/3/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Bill Mackey, Director, Planning, Housing, and Zoning
12/3/2024
County Commissioners Meeting**

Item Summary:

Request for Release of Letter of Credit related to the Chester River Yacht and Country Club's Parking Lot Expansion Project

ATTACHMENTS:

Description

Chesapeake Bank and Trust Company-Letter of Credit No. 166

Chesapeake Bank and Trust Company-Letter of Credit No. 167

Chesapeake Bank and Trust Company-December 14, 2022-letter to release letter of credit

12.03.24 Robert Thompson, Chesapeake Bank and Trust Company, LOC Release No.167



CHESAPEAKE
BANK AND TRUST COMPANY

IRREVOCABLE LETTER OF CREDIT

Borrower: Chester River Yacht and Country Club of
Chestertown, Maryland Incorporated
7738 Quaker Neck Road
Chestertown, MD 21620

Lender: CHESAPEAKE BANK & TRUST COMPANY
245 High Street
Chestertown, MD 21620
(410) 778-1600

Beneficiary: County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620

NO.: 166

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-31-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Thirty-five Thousand Nine Hundred Twenty-five & 00/100 Dollars (\$35,925.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: We hereby authorize you to draw on The Chesapeake Bank & Trust Company, 245 High Street, Chestertown, Maryland 21620, by your drafts payable at sight for Chester River Yacht and Country Club. (the "Developer") up to the aggregate amount of Thirty Five Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$35,925.00).

Each draft must be accompanied by a sworn statement, duly signed by you, which states specifically that:

The Developer has failed to comply with the conditions of its approval from the County Commissioners of Kent County with respect to the requirements for Landscaping for the Chester River Yacht and Country Club parking lot expansion (the "Developer's Requirements").

We have provided written notice of such failure to the Developer and allowed the Developer sixty (60) days to cure such failure (the "60 Day Cure Period"). The Developer has failed to cure such failure within the 60 Day Cure Period.

The County Commissioners of Kent County has certified (as shown on the attached certificate) that the cost to cure such failure is _____ Dollars (\$_____) (the "Letter of Credit Draw Amount").

Accordingly, we hereby request a release of the letter of credit and payment to us in the amount of the Letter of Credit Draw Amount.

Each draft must be properly endorsed and must state "Drawn under Letter of Credit No. 166 dated March 31, 2021".

This letter of credit is not transferable or assignable without written consent of the Bank. We confirm credit and hereby make assurance that all drafts drawn and presented will be duly honored by us as provided herein.

Drafts must be drawn and negotiated not later than March 31, 2022 (the "Expiration Date").

We request that you promptly notify us, in writing, at such time as the Developer's Requirements have been satisfied, the date of which notice is herein referred to as the "Satisfaction Date". Upon receipt of that notice, this letter of credit will terminate and be of no further force or effect.

This letter of credit shall be automatically extended (without the necessity of a formal amendment hereto) on each succeeding anniversary of the Expiration Date, unless not less than 60 days nor more than 90 days prior to the initial expiration date or a subsequent extended expiration date, beneficiary receives notice from issuer in writing by overnight courier or registered mail (return receipt requested) that issuer elects not to extend the Credit for an additional one year period.

Upon termination of this letter of credit, the balance of funds, if any, being retained by the Bank as surety for this letter of credit shall be released to the Developer.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CHESAPEAKE BANK & TRUST COMPANY IRREVOCABLE LETTER OF CREDIT NO. 166 DATED 03-31-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 0154422571

Page 2

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Maryland without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Maryland.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: March 31, 2021

LENDER:

CHESAPEAKE BANK & TRUST COMPANY

By:  (Seal)
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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CHESAPEAKE
BANK AND TRUST COMPANY

IRREVOCABLE LETTER OF CREDIT

Borrower: Chester River Yacht and Country Club of
Chestertown, Maryland Incorporated
7738 Quaker Neck Road
Chestertown, MD 21620

Lender: CHESAPEAKE BANK & TRUST COMPANY
245 High Street
Chestertown, MD 21620
(410) 778-1600

Beneficiary: County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620

NO.: 167

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-31-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Fifty Thousand Three Hundred Forty-four & 00/100 Dollars (\$50,344.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: We hereby authorize you to draw on The Chesapeake Bank & Trust Company, 245 High Street, Chestertown, Maryland 21620, by your drafts payable at sight for Chester River Yacht and Country Club. (the "Developer") up to the aggregate amount of Fifty Thousand Three Hundred Forty-four and 00/100 Dollars (\$50,344.00).

Each draft must be accompanied by a sworn statement, duly signed by you, which states specifically that:

The Developer has failed to comply with the conditions of its approval from the County Commissioners of Kent County with respect to the requirements for Sediment and Erosion Control and Stormwater Management for the Chester River Yacht and Country Club parking lot expansion (the "Developer's Requirements").

We have provided written notice of such failure to the Developer and allowed the Developer sixty (60) days to cure such failure (the "60 Day Cure Period"). The Developer has failed to cure such failure within the 60 Day Cure Period.

The County Commissioners of Kent County has certified (as shown on the attached certificate) that the cost to cure such failure is _____ Dollars (\$_____) (the "Letter of Credit Draw Amount").

Accordingly, we hereby request a release of the letter of credit and payment to us in the amount of the Letter of Credit Draw Amount.

Each draft must be properly endorsed and must state "Drawn under Letter of Credit No. 167 dated March 31, 2021".

This letter of credit is not transferable or assignable without written consent of the Bank. We confirm credit and hereby make assurance that all drafts drawn and presented will be duly honored by us as provided herein.

Drafts must be drawn and negotiated not later than March 31, 2022 (the "Expiration Date").

We request that you promptly notify us, in writing, at such time as the Developer's Requirements have been satisfied, the date of which notice is herein referred to as the "Satisfaction Date". Upon receipt of that notice, this letter of credit will terminate and be of no further force or effect.

This letter of credit shall be automatically extended (without the necessity of a formal amendment hereto) on each succeeding anniversary of the Expiration Date, unless not less than 60 days nor more than 90 days prior to the initial expiration date or a subsequent extended expiration date, beneficiary receives notice from issuer in writing by overnight courier or registered mail (return receipt requested) that issuer elects not to extend the Credit for an additional one year period.

Upon termination of this letter of credit, the balance of funds, if any, being retained by the Bank as surety for this letter of credit shall be released to the Developer.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CHESAPEAKE BANK & TRUST COMPANY IRREVOCABLE LETTER OF CREDIT NO. 167 DATED 03-31-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 0154422571

Page 2

shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Maryland without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Maryland.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: March 31, 2021

LENDER:

CHESAPEAKE BANK & TRUST COMPANY

By:  (Seal)
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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CHESAPEAKE
BANK AND TRUST COMPANY

December 14, 2022

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

Gentlemen,

Chesapeake Bank and Trust Company requests the release of the below referenced Letters of Credit dated March 31, 2021 issued on behalf of the Chester River Yacht and Country Club of Chestertown, Maryland Incorporated for the Parking Lot Expansion project at the property located at 7738 Quaker Neck Road, Chestertown, MD 21620:

1. Letter of Credit # 167 in the amount of \$50,344.00 issued for Sediment and Erosion Control and Stormwater Management
2. Letter of Credit # 166 in the amount of \$35,925.00 issued for Landscaping

If the releases are approved please forward the original letter of credit and letter of release to the following:

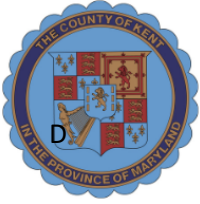
Chesapeake Bank and Trust Company
Attn: Robert Thompson
245 High Street
Chestertown, MD 21620

Thank you for your consideration.

Sincerely,

Robert Thompson
Senior Vice President
NMLS # 808823

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 12/20/22



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

December 03, 2024 **DRAFT**

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

Re: Chester River Yacht & Country Club of Chestertown, Maryland Inc.
Letter of Credit No. 167

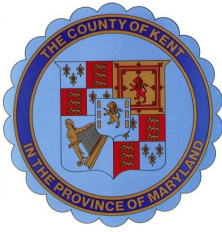
Dear Mr. Thompson:

The County Commissioners approved the release of the Letter of Credit No. 167 for \$50,344.00 for the Parking Lot Expansion Project. 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
Enclosures
cc: Bill Mackey, Director, Planning, Housing, and Zoning



**#5 - University of Delaware
12/3/2024
County Commissioners Meeting**

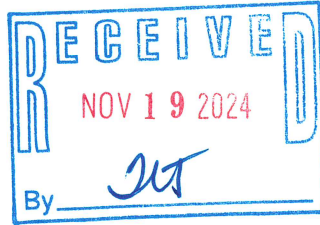
Item Summary:

Historical Documentation, Granary at Turner's Creek

ATTACHMENTS:

Description

11.19.24 University Of Delaware Invoice MISC083945



INVOICE

Invoice No: MISC083945
Invoice Date: 8/26/24
Page: 1 of 1

Please Remit Payment To:
University of Delaware
Cashiers Office
30 Lovett Avenue
Newark, DE 19716

Customer Number: 33611
Purchase Order: P736024009
Payment Terms: Due on Receipt
Due Date: 8/26/24

Kent County Administrator
400 High Street
Chestertown MD 21620
United States

AMOUNT DUE: \$5,078.00

Return this portion with your payment or pay online at http://www.udel.edu/MISCpay. For billing questions, please call 302-831-7094

Table with 7 columns: Line, Identifier, Description, Quantity, UOM, Unit Amt, Original Net Amount. Row 1: CHAD-Kent Co/Granary, 1.00 EA, 5,078.00, 5,078.00. Subtotal: 5,078.00. Amount Due: \$5,078.00



Accounts Receivable

30 Lovett Avenue
Student Services Building
Newark, DE 19716-6740
Phone: 302-831-1242
Fax: 302-831-1596
Email: accountsreceivable@udel.edu

Non-student Billing Payment Options

Payment is accepted by the methods listed below:

1. Mail-in Check

- Check should be made out to University of Delaware
- Invoice number(s) must be referenced on the check
- Any supporting documentation should be sent with the check

Remittance Address:

University of Delaware
ATTN: Cashiers Office
30 Lovett Avenue
Newark, DE 19716

2. ACH (online check) via online payment portal: www.udel.edu/MISCpay

3. Electronic Funds Transfer (Wire or ACH) via financial institution

- Invoice number(s) must be referenced with payment

4. Credit Card*

- Invoices can be paid via credit card with prior department approval by calling (302) 831-1242 or 302-831-2135
-



Center for Historic Architecture & Design
240 Academy Street
331 Alison Hall
Newark, DE 19716
Phone: 302-831-8097

January 17, 2024

Ms. Shelley Heller
Kent County Administrator
400 High Street
Chestertown, MD 21620

Dear Ms. Heller,

The Center for Historic Architecture and Design (CHAD) is happy to provide this contract proposal to perform historical documentation of the Granary at Turner's Creek in Kent County. If you have any questions regarding this proposal, please contact me by e-mail at mjej@udel.edu. If the agreement is acceptable, please sign the bottom of this proposal and send a copy back to me electronically.

Work Program

Based on a verbal description of the needed documentation, and an examination of photos of the structure online, CHAD proposes the following work program for documenting the Granary at Turner's Creek:

1. Measured Drawings: Two full days of on-site fieldwork to measure the extant building, in order to create the following AutoCAD drawings of the Granary:
 - i. Floor plan (ground level)
 - ii. Front elevation (façade)
 - iii. Rear elevation (back)
 - iv. Two side elevations

Fieldwork will be completed in February 2024.

2. Photography: Complete architectural photography and an extensive photo log to thoroughly document the architecture of the granary, including the granary's larger setting and key architectural details.
3. The historical documentation package will be housed in the permanent collections of the Center for Historic Architecture & Design (CHAD) at the University of Delaware, in addition to a full copy of all materials provided to Kent County.

All work will be performed in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

Project Staff

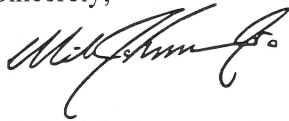
The principal investigator for the project will be Michael J. Emmons, Jr., Assistant Director of CHAD. He will coordinate and direct all fieldwork, in-office work, and will oversee CHAD professional staff and students, who will assist with the documentation of the site.

Cost and Billing

Total cost for this project will be a fixed fee of **\$5,078**. This includes the cost of staff salaries, expenses, and administrative costs. Kent County will be billed in full upon the completion of the project. Payment is due within 60 days of the final product being submitted.

I hope this proposal meets with your approval. We are looking forward to working with you on this project.

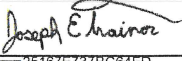
Sincerely,



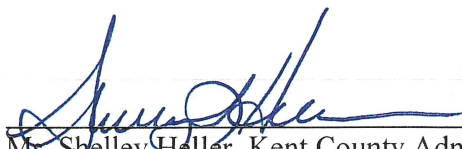
Michael J. Emmons, Jr.
Assistant Director, Center for Historic Architecture and Design



Dr. Chandra L. Reedy, Interim Director, Center for Historic Architecture and Design

DocuSigned by:


Dr. Joseph Trainor, Deputy Dean, Biden School of Public Policy & Administration



Ms. Shelley Heller, Kent County Administrator 01/30/24

JOSEPH R. BIDEN, JR. SCHOOL OF PUBLIC POLICY & ADMINISTRATION

www.bidenschool.udel.edu/chad

FPO COMMENTS FORM

The attached invoice requires additional information for purchases over \$500.

Vendor #11003 University of Delaware Amount \$ 5,078.00

*Sole Source Justification

The Commissioners approved the University of Delaware Proposal #1 for Drawings, Photography, and keeping the full record in an institutional archive for \$5,078.00. This is a one-time purchase.

*Government Contract #

*Quotes

SOCIAL SERVICES

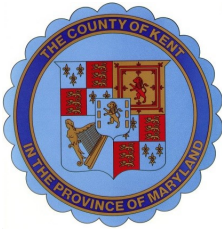
Shelly Neal-Edwards, Director, Kent County Department of Social Services (KCDSS) discussed a program that will require increased funding in FY2025; no additional dollars are needed for this fiscal year. For the past two years, the County has funded the Summer Supplemental Nutrition Assistance Program (SNAP) now called Summer Electronic Benefit Transfer (S-EBT). The program runs during the Federal Fiscal Year (2024) but is administered in the State FY2025. The KCDSS plans to request \$10,228.00 from FY2025 to serve approximately 1,300 Kent County children. The cost is approximately \$1,000.00 more than in previous years. Discussion took place. On a motion made by Commissioner Price and seconded by Commissioner Nickerson, the Commissioners unanimously approved to commit \$10,228.00 during the FY2025 preparations to support the Summer SNAP program.

MACLEOD LAW GROUP, LLC

Chip MacLeod, Attorney, MacLeod Law Group, LLC representing Scott and Bergan Westcott, property owners of the Gregg Neck Boat Yard requested a follow-up appearance from the June 6, 2023, Commissioners' meeting regarding the County's refusal to issue a building permit to make repairs to docks at the marina. The Health Department posted a sign on the property declaring the premises unsafe and to be a public nuisance by order of The Board of Kent County Commissioners. The marina has been shut down for almost a year now. Mr. MacLeod offered three documents for the Board's review. Bill Mackey, Director, and Mike O'Neil, Code Enforcement Officer, of Planning, Housing, and Zoning joined the meeting at the Board's request. Discussion took place. On a motion made by Commissioner Price and seconded by Commissioner Nickerson, the Commissioners unanimously directed Planning, Housing, and Zoning staff to remove the sign from the property and permit Mr. Wescott to move forward with repairs to his pier to create a safe structure for boaters of Kent County to use for the upcoming boating season.

HISTORIC PRESERVATION COMMISSION

The Granary at Turner's Creek: This was a follow-up to the December 19, 2023, meeting. The Commissioners had requested the Historic Preservation Commission (HPC) provide further information regarding the historic Granary structure before its demolition. Shelley Heller, County Administrator, on behalf of Jeremy Rothwell, HPC member gave an overview of the information compiled since the last meeting. Micheal J. Emmons, Jr. Assistance Director, Center for Historic Architecture and Design (CHAD) Biden School of Public Policy and Administration, University of Delaware prepared two proposals. Proposal #1 was for drawings, photography, and keeping the full record in an institutional archive for \$5,078.00 and proposal #2 included all that was listed in proposal #1 with an additional historical report for \$8,918.00. Ms. Heller reported Mr. Rothwell was not able to secure additional proposals for cost comparison. Discussion took place. On a motion made by Commissioner Price and seconded by Commissioner Nickerson, the Commissioners unanimously approved the initiative and approved a funding source (contingency fund) not to exceed \$5,078.00 for drawings, photography, and keeping the full record in an institutional archive to be completed by March 1, 2024, with demolition to follow.



**Board of Appeals
12/3/2024
County Commissioners Meeting**

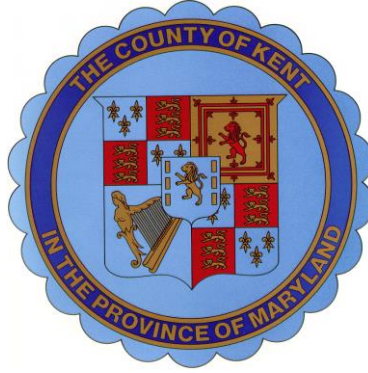
Item Summary:

Certificates of Appreciations
Dr. Al Townshend
Patricia Horsey

ATTACHMENTS:

Description

12.03.24 Dr. Al Townshend, Certificate of Appreciation - Board of Appeals
12.03.24 Joan Horsey, Certificate of Appreciation - Board of Appeals



Certificate of Appreciation

This is to certify that

Dr. Al Townshend

is hereby recognized

for twenty-four (24) years of service on the Board of Appeals. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with him. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

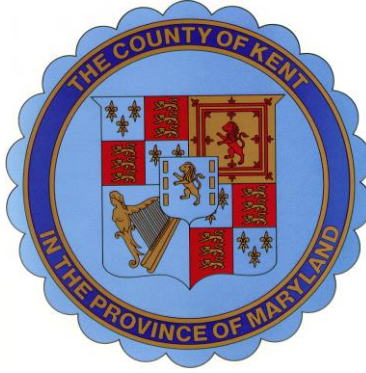
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

December 03, 2024



Certificate of Appreciation

This is to certify that

Joan Horsey

is hereby recognized

for fifteen (15) years of service on the Board of Appeals. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

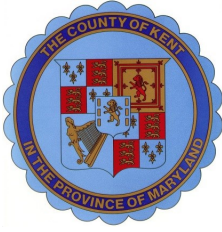
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

December 03, 2024



**Main Street Chestertown, Beer and Wine, December 6 & 7, 2024
12/3/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-49 Main Street Chestertown, Beer and Wine, December 6 & 7, 2024, Application

2024 PD-49

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

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

Check One: Beer Beer and Wine ^{SMB} Beer, Wine, and Liquor

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

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

Main Street Chestertown

Address 122 N Cross Street, Chestertown MD 21620

Type of Function A Dickens of a Christmas special event to draw residents and visitors into downtown

Location of Function 200 Block of High Street in Downtown Historic Chestertown

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) December 6 & 7, 2024.
Begin at: 12:00pm End at: 10:00pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 30) in payment for the license. ^{SMB}

Please Select One:

Pick Up Sonia N. 410 778 2991
 Mail Permit (will be mailed to above address)

* DEC 6 FRIDAY
5:00 pm - 9:00 pm

** Dec 7
12:00 pm - 5:30 pm

All corrections made in the presence of Sonia Huntzinger

9. Applicants

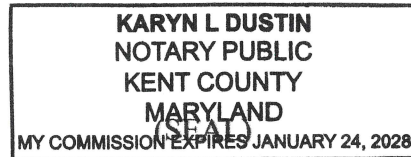
1 Kelly Cuff Reed 25819 Collins Ave Chestertown, MD 21620
Name Residence
25 years 13 years Length of Residence in Kent Co. Management Director Committee Title 410-708-9073 Phone No. Kelly Cuff Reed (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 13th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Kelly Cuff Reed the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L. Dustin



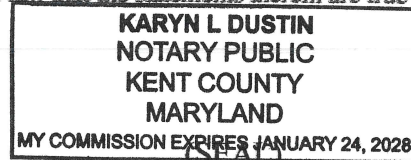
2 Kristen W. Owen 8875 Corn Lane Chestertown, MD 21620
Name Residence
18 years 18 years Length of Residence in Kent Co. President Committee Title 410-708-6110 Phone No. Kristen W Owen (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 13th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen W Owen the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L. Dustin



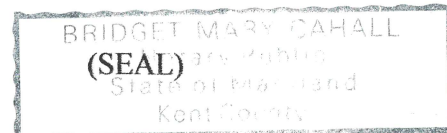
3 Sarah L. Campbell Vandemark 11645 Still Pond Rd, Worton, MD 21678
Name Residence
40 years 40 years Length of Residence in Kent Co. Event Chair Committee Title 410 708 5433 Phone No. SAC Vandemark (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 13th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Sarah L. Campbell Vandemark the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Bridget Mahoney Campbell
Commissioner for Budget M. Cahall



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

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

NAME OF ENTITY: Town of Chestertown

OWNER/AUTHORIZED AGENT:

SIGNATURE: [Signature] PRINT NAME: Lawrence D. W.

TITLE OF AUTHORIZED AGENT: Town Manager

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

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 20th day of November, 20 24, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence D. W. and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Lynda L Thomas
NOTARY PUBLIC
(SEAL) KENT COUNTY
MARYLAND
MY COMMISSION EXPIRES June 30, 2028

[Signature]



Board of License Commissioners

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

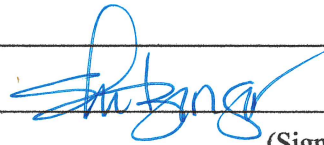
This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

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

Name of organization, club, etc. Main Street Chestertown

Address 122 N Cross Street, Chestertown MD 21620

Name Sonia Huntzinger
(Please Print)


(Signature)

Phone # 410-778-2991 Date 11/12/2024

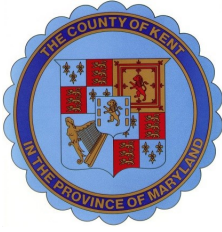
RECEIVED

NOV 20 2024

KENT COUNTY
COMMISSIONERS OFFICE



B. Clayton Mitchell, Jr. Kent County Government Center



**Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, December
14, 2024
12/3/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-50 Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, December 14, 2024, Application

2024 PD-50

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

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

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

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

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

Rock Hall Vol Fire Co

Address PO Box 577
21500 Rock Hall Ave, Rock Hall, Md. 21661

Type of Function Kent County Commissioners Banquet

Location of Function Chesapeake Room

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

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

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

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

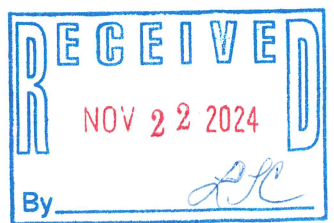
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired. yes

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

8. The license for which this application is made is to be for the following day(s) December 14, 2024
Begin at: 6 PM End at: 10 PM and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ _____) in payment for the license.

Please Select One:

- Pick Up
- Mail Permit (will be mailed to above address)



9. Applicants

① LINDA M. KimBLE 21175 HAVEN Rd Rock Hall, Md 21661
 Name Residence
61 yrs Sec Aux 410-639-7483 Linda M. Kimble
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 20th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Linda Kimble the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M George

(SEAL)

② Andrea J Edwards 20840 Bayside Ave Rock Hall, MD 21661
 Name Residence
40 yrs Sec. Fire Co 410 7086519 Andrea J Edwards
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 20th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Andrea J Edwards the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M George

(SEAL)

③ Sharon J Truitt 21120 Spring Covered Rock Hall Md 21661
 Name Residence
Life LA Pres 410 7086647 Sharon Truitt
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 20th day of November, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Sharon Truitt the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

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

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

Robert A. Glenn Signature (s)

Robert A. Glenn Print Name

✓ STATE OF MARYLAND, Robert A. Glenn:

THIS CERTIFIES, that on the 20th day of November, 20 24,
before the subscriber, a Notary of the State of Maryland, personally appeared Robert A. Glenn
and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

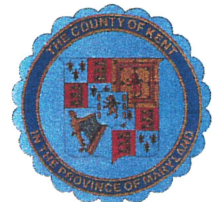
In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic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

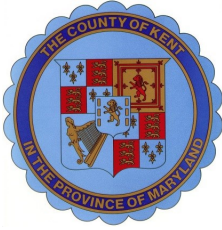
1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance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

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

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

Name of organization, club, etc. Rock Hall Vol Fire Co.
P.O. Bx 577
Address 21500 Rock Hall Ave, Rock Hall Md. 21661
Name Linda M George Phone # 443-480-0675
(Please Print)
Linda M George Date 11-5-24
(Signature)





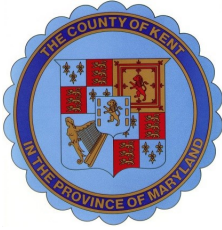
Thomas N. Yeager, County Attorney
12/3/2024
County Commissioners Meeting

Item Summary:

Legislative Session Protocols

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
12/3/2024
County Commissioners Meeting

Item Summary:

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new land use in a single district as an accessory use: (1) by adding “10. Dog Kennel, Fox Hunting Club” to Article V. District Regulations, Section 2. Resource Conservation District, §2.4 A. Accessory Uses; (2) by adding a definition for “Dog Kennel, Fox Hunting Club” to Article XI. Definitions, Section 2. Definitions; (3) by including one non-codified provision; and (4) by providing for an effective date related to the required Critical Area Commission review and approval of the zoning text, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

On November 7, 2024, the Kent County Planning Commission held a public hearing, reviewed the proposed applicant-initiated zoning text amendment, and made recommendations to the County Commissioners. A letter from the Planning Commission is attached.

On November 26, 2024, the Kent County Agriculture Advisory Commission reviewed the proposed zoning text amendment and made recommendations to the County Commissioners. A letter from the Agriculture Advisory Commission is attached.

This item is presented for introduction.

Staff recommends approval, in order to schedule the public hearing.

ATTACHMENTS:

Description

Proposed DRAFT Code Home Rule Bill for Fox Hunting Club Dog Kennel ZTA

Letter from the Planning Commission on ZTA

Letter from Agriculture Advisory Commission on ZTA

Applicant-submitted Cover Letter for ZTA

Application for Zoning Text Amendment

Original language as requested by the Applicant

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 3, 2024
Legislative Session Day

Legislative Session Day
December 3, 2024

CODE HOME RULE
BILL NO. 9-2024

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new land use in a single district as an accessory use: (1) by adding “10. Dog Kennel, Fox Hunting Club” to Article V. District Regulations, Section 2. Resource Conservation District, §2.4 A. Accessory Uses; (2) by adding a definition for “Dog Kennel, Fox Hunting Club” to Article XI. Definitions, Section 2. Definitions; (3) by including one non-codified provision; and (4) by providing for an effective date related to the required Critical Area Commission review and approval of the zoning text, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, December 3, 2023, ordered posted and public hearing scheduled on **Month Day, 2025**, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **Month Day, 2025**. Reported favorably **[with]** **[without]** amendments; read the second time and ordered to be considered on **Month Day, 2025**, a legislative session day.

BILL NO. 9-2024

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

A BILL ENTITLED CHR 9-2024 FOX HUNTING CLUB DOG KENNELS IN RCD

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND THAT THE KENT COUNTY LAND USE ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

SECTION 1.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 2. RESOURCE CONSERVATION DISTRICT (RCD)

...

2.4 ACCESSORY USES

- A. The following accessory uses are allowed on all farms in the Resource Conservation District

...

9. Waste management structures, where not otherwise stipulated in this Ordinance, provided:
- a. Waste management structures shall be a minimum of 600 feet from all property lines.
 - b. No waste management structure shall be in the 100-year floodplain.
 - c. The operation is managed according to waste and nutrient management plans, approved by the Natural Resources Conservation Service, University of Maryland Extension Service, and the Kent County Health Department.

10. DOG KENNEL, FOX HUNTING CLUB, PROVIDED:

- A. KENNELS ARE 200 FEET FROM ANY SIDE OR REAR LOT LINE OR IN AN EXISTING BUILDING**
- B. WASTE IS PROPERLY MANAGED**

SECTION 2.

ARTICLE XI.
DEFINITIONS

SECTION 2 DEFINITIONS

...

94. Dog Kennel, Commercial - The keeping of any dog or dogs, regardless of number, for breeding, sale, boarding, or treatment purposes, except in an animal hospital, dog parlor,

or pet shop as permitted by these regulations. The keeping of five or more dogs, six months or older, for any purpose.

94.5 DOG KENNEL, FOX HUNTING CLUB. THE KEEPING OF HOUNDS OWNED BY FOX HUNTING CLUB FOR THE PURPOSE OF PARTICIPATING IN THE SPORT OF FOX CHASING, BREEDING OF HOUNDS TO PERPETUATE THE SPORT OF FOX CHASING AND TRAINING THE HOUNDS FOR THE SPORT OF FOX CHASING.

...

SECTION 3.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2025; however, the provisions of this Act shall take effect on the _____ day of _____, 2025, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

Read Third Time _____

PASSED this _____ day of _____, 2025.

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.

BILL NO. 9-2024

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.



November 7, 2024

The Honorable Ronald H. Fithian, President
Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Zoning Text Amendment regarding Dog Kennel, Fox Hunting Club

Dear President Fithian:

At its meeting on November 7, 2024, the Planning Commission reviewed an application by Wicomico Hunt Club, Inc. for a zoning text amendment to amend the Kent County Land Use ordinance to include Dog Kennel, Fox Hunting Club as a permitted use on farms in RCD.

Following its discussion, the Planning Commission voted 6-0 to provide a favorable recommendation to the County Commissioners to amend Article 5 of the District regulations to allow *dog kennel, fox hunting clubs* on farms in the Resource Conservation District and also amend Article 11 which would read as follows: *dog kennel, fox hunting clubs* keeping of hounds owned by fox hunting club for the purpose of participating in the sport of fox chasing, breeding of hounds to perpetuate the sport of fox chasing, training the hounds for the sport of fox chasing, in addition to making sure that the kennels also have a 200-foot [setback] from the side or rear lot line or are in an existing building and that the waste is managed properly. It's found that this is in sync with the Comprehensive Plan and supporting natural and cultural, historic features of Kent County.

Sincerely,

Kent County Planning Commission

Joe Hickman
Chairman

c: Shelley L. Heller, County Administrator



Agriculture Advisory Commission
Department of Planning, Housing, and Zoning

November 26, 2024

The Honorable Ronald H. Fithian, President
Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Zoning Text Amendment regarding Dog Kennel, Fox Hunting Club

Dear President Fithian:

At its meeting on November 26, 2024, the Agriculture Advisory Commission reviewed an application for a zoning text amendment to amend the Kent County Land Use Ordinance to add Dog Kennel, Fox Hunting Club.

Following discussion, the Agriculture Advisory Commission recommended favorably, citing its agreement with the Planning Commission's recommendation.

If you have any questions, kindly contact a team member within the Department of Planning, Housing, and Zoning.

Sincerely,

Jennifer Debnam

Jennifer Debnam, Chair

c: Shelley L. Heller, County Administrator



114 West Water Street, Centreville, Maryland 21617
410-758-4600 www.spp-law.com
gmacfarlane@spp-law.com

October 2, 2024

VIA E-MAIL AND HAND DELIVERY

Planning Commission of Kent County
400 High Street
Chestertown, MD 21620
cgerber@kentgov.org

Re: Wicomico Hunt Club, Inc.'s Application for Text Amendment to the
Kent County Zoning Ordinance, Dog Kennels- Fox Hunting Club

Dear Honorable Commissioners:


On behalf of Wicomico Hunt Club, Inc. ("WHC"), please accept the enclosed Application for Text Amendment to the Kent County Zoning Ordinance ("Application"). WHC desires to move its kennels to Kent County to perpetuate the sport of fox chasing on the Eastern Shore. Kent County has a rich history of fox chasing as Chestertown was home to the kennels previously held by Mr. Wilbur Ross Hubbard, who rode to hounds well into his nineties. Currently, WHC has many members that are residents of Kent County and who wish to continue the fox chasing traditions of agricultural preservation and conservation efforts.

WHC has identified the property of a prospective professional huntsman and home for the hounds that is a 20+ acre farm in the Resource Conservation District. Accordingly, we ask that the Zoning Ordinance be amended to include Dog Kennels, Fox Hunting Club as a permitted by right use in the Resource Conservation District on farms over 20 acres.

Please do not hesitate to reach out if you should have any questions or need anything else from us. Thank you for your time and consideration.

Sincerely,

STEVENS PALMER, LLC

By: 
Genevieve H. R. Macfarlane, Esq.

Enclosures

Cc: James Griffin, Esq., Wicomico Hunt Club, Inc. Master of Foxhounds
Edwin Fry, Wicomico Hunt Club, Inc. Master of Foxhounds
Cara Godack, Wicomico Hunt Club, Inc., Associate Master of Foxhounds
Alison Howard, Wicomico Hunt Club, Inc. Associate Master of Foxhounds

**APPLICATION FOR TEXT AMENDMENT TO THE
KENT COUNTY LAND USE ORDINANCE
KENT COUNTY, MARYLAND**

Kent County Department of Planning, Housing and Zoning

Kent County Government Center
400 High Street • Chestertown, MD 21620
410-778-7423 (phone) • 410-810-2932 (fax)

Pursuant to Article XII, "Administrative Procedures" Section 6, "Amendments", of the Kent County Land Use Ordinance, I/We Wicomico Hunt Club, Inc. (F/K/A The Wicomico Hunt, Inc) C/O Genevieve H. R. Macfarlane, Esq.

Applicant's Name

of PO Box 616 Cecilton, MD 21913 (Applicant) Stevens Palmer, LLC 114 W. Water St. Centreville (counsel) (410) 758-4600 (Attorney Genevieve Macfarlane)

Address

Telephone Number

hereby petition the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Please see attached continuation sheet with proposed amendment to Article II, Section 3 and Article VII.

The purpose of the proposed amendment is to permit: Dog Kennel, Fox Hunting Club on farms greater than 20 acres in the RCD.



Genevieve H. R. Macfarlane, Esq. Counsel for Applicant

Applicant's Signature

October 2, 2024

Date

Please Note: The application for an amendment to the text of this Ordinance shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment.

Instructions: The application shall be accompanied by \$500.00 filing fee, payable to the County Commissioners of Kent County.

For Office Use Only:

File Number	_____
Date Filed	_____
Date Referred to Planning Commission	_____
Date Recommend. Rec'd from Plan. Comm.	_____
County Comm. Public Hearing Date	_____
County Commissioners Action	_____
Date of Action	_____
Property Posted	_____

Attachment to Application for Text Amendment
to the Kent County Zoning Ordinance
Submitted by Genevieve H. R. Macfarlane, Esq. on behalf of Wicomico Hunt Club, Inc.
Dated October 2, 2024

(Note: **Bold, underlined** text denotes text to be added.):

ARTICLE II. DISTRICTS

SECTION 3. RESOURCE CONSERVATION DISTRICT

* * * *

A building or land shall be used only for the following. Detailed limitations and standards for these uses may be found in Article III. Administrative special exceptions are indicated by letter “A.” “B” indicates exceptions that require only Board of Appeals review. All other exceptions require Planning Commission and Board of Appeals reviews per Article IV.

Dog Kennel, Fox Hunting Club- Permitted by right on farms only **X**

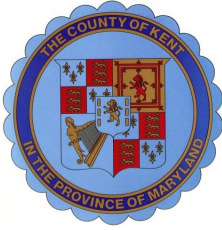
* * * *

ARTICLE VII. DEFINITIONS

Dog Kennel, Fox Hunting Club- The keeping of hounds owned by a fox hunting club for the purpose of participating in the sport of fox chasing, breeding of hounds to perpetuate the sport of fox chasing and training the hounds for the sport of fox chasing.

* * * *

The purpose of the proposed text amendment is to allow kennels for fox chasing hounds on farms greater than 20 acres in the Resource Conservation District. Kent County has a rich history of fox chasing. This amendment allows the sport to continue to operate in Kent County and is in conformity with the comprehensive plan as fox chasing is a complementary sport to agriculture and conservation.



Bill Mackey, Director, Planning, Housing, and Zoning
12/3/2024
County Commissioners Meeting

Item Summary:

Public Hearing and consideration of a Resolution granting growth allocation to the two areas that were re-designated on the Comprehensive Rezoning Update's new Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area and (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area.

As part of the approval process, the Maryland Critical Area Commission (CAC) also reviews and approves growth allocation applications. The County's practice is to provide advance copies of materials to State agencies to facilitate the process and, if needed, receive early feedback on projects. DPHZ staff have been in contact regarding this growth allocation application with CAC staff who are familiar with the project.

ATTACHMENTS:

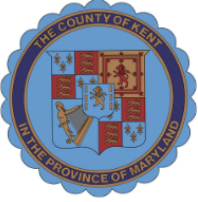
Description

Notice for Public Hearing to Grant Allocations

Resolution to grant growth allocation for the Zoning Map

Exhibit A - Findings of Fact related to Resolution

2024 Kent County Growth Allocation Policy (GAP)



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 KENT COUNTY, MARYLAND

In accordance with the Kent County, Maryland, Growth Allocation Policy, the County Commissioners of Kent County, Maryland, will hold a Public Hearing on **Tuesday, December 3, 2024, at 6:00 p.m.** in the County Commissioners' Hearing Room, located at the R. Clayton Mitchell, Jr., Kent County Government Center, **400 High Street, Chestertown, Maryland** on:

- Granting new growth allocations related to the rezoning of properties already indicated on the adopted Zoning Map as new Marine (M) and Mixed Use Development Critical Area (MXDCA)

If you require communication assistance, please contact the Commissioners' Office at (410) 778-4600 or visit Maryland Relay at www.mdrelay.org by Wednesday, November 27, 2024.

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

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 11/28/24

RESOLUTION 2024-XX

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

RESOLUTION AND DECISION

A RESOLUTION OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY IN THE MARYLAND ANNOTATED CODE, NATURAL RESOURCES ARTICLE § 8-1808, ET SEQ. AND THE KENT COUNTY GROWTH ALLOCATION POLICY ADOPTED ON OCTOBER 22, 2024, TO GRANT GROWTH ALLOCATION, SUBJECT TO CERTAIN RESTRICTIONS, CONDITIONS, AND LIMITATIONS AS NOTED IN THE NATURAL RESOURCES ARTICLE, TO TWO AREAS BEING REZONED AS PART OF THE COMPREHENSIVE REZONING UPDATE'S NEW COUNTY ZONING MAP.

WHEREAS, pursuant to the authority granted under Md. Ann. Code, Natural Resources Article §8-1808, et. seq., the Board of County Commissioners of Kent County, Maryland (the Board) adopted the Kent County Growth Allocation Policy in 1998, which was amended in 2010, 2020, and 2024; and,

WHEREAS, said Growth Allocation Policy provides standards related to granting allocations for those areas being rezoned by the Comprehensive Rezoning Update process, as set forth therein; and,

WHEREAS, Kent County engaged in a three-year Comprehensive Rezoning Update process to review and revise its Land Use Ordinance and Zoning Map, which included multiple, significant, and broad public outreach, including three mailings over three years to every property owner in the County; two years of ¼-page color advertisements in the *Kent County News*, at first twice monthly for a year and eventually monthly; email updates prior to meetings sent to hundreds of recipients, many of whom represented large groups; brochures distributed to recipients of public assistance through a variety food programs and through the Chamber of Commerce; and three years of staff reports and minutes posted online for all to view; and,

WHEREAS, there are two areas that were re-designated on the Comprehensive Rezoning Update's Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area and (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area; and

WHEREAS, on June 6, 2024, the Kent County Planning Commission reviewed and recommended approval of the two new Critical Area zoning designations, as identified on the new Zoning Map and for the granting of allocations for Intense Development Areas, as set forth in the Land Use Ordinance; and,

WHEREAS, on July 16, 2024, the Board adopted the Comprehensive Rezoning Update's Zoning Map, which included the recommendations of the Kent County Planning Commission; and,

WHEREAS, Kent County's Land Use Ordinance is constituted so Critical Area growth allocation designations for Intensely Development Areas are integrated into the County's zoning designations; and

WHEREAS, Critical Area growth allocations themselves are granted via the Kent County Growth Allocation Policy, which process this resolution presents for adoption by the Board as its official action.

NOW, THEREFORE, BE IT RESOLVED that Growth Allocation is a finite resource and must be managed appropriately so as to meet the current and future needs of the County. Based upon the Board's review of "Exhibit A," the testimony received at the Public Hearing, and the recommendations of the Kent County Planning Commission to adopt the Zoning Map, the County Commissioners find the following:

1. The Growth Allocation will meet a public need of the County as reflected in the goals and objectives identified in the Kent County Comprehensive Plan and the Land Use Ordinance; and,
2. The proposal will be beneficial for the County, and,
3. This action meets the requirements for the award of Growth Allocation under the applicable State and County ordinances and policies; and
4. The Growth Allocation is in keeping with Maryland Annotated Code Natural Resources Article §8-1808.1, as amended.
5. The County will prepare documents required for submittal to the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays as outlined in COMAR 27.01.02.05-1 (Development in the Critical Area: Growth Allocation Submittal Requirements).

BE IT FURTHER RESOLVED that the Board does thereby grant growth allocations to the two areas that were re-designated on the Comprehensive Rezoning Update's new Zoning Map with new Critical Area designations, which comprise (a) 1.4± acres of new Marine (M) zoned area and (b) 58.9± acres of new Mixed-Use Development Critical Area (MXDCA) zoned area. The Critical Area classification of the Marine zoned area shall be changed from LDA to IDA. The Critical Area classification of the MXDCA zoned area shall be changed from RCA to IDA. The granting of these Growth Allocations is conditioned upon the restrictions, conditions, and limitations established herein and under Maryland State law.

BE IT FURTHER RESOLVED, that on December 3, 2024, the Board does hereby adopt this Resolution, and the Findings of Fact attached hereto and incorporated herein as "Exhibit A."

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon approval.

ADOPTED this day, December 3, 2024.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

FINDINGS OF FACT FOR GROWTH ALLOCATION

58.9± ACRES OF MIXED-USE DEVELOPMENT CRITICAL AREA

In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners have considered the following factors:

a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.

The 2018 Comprehensive Plan identifies goals and strategies to “coordinate growth planning with the Towns and in the Villages” to “develop designated growth areas in cooperation with the towns.” The plan states, “The County’s designated growth areas should be coordinated closely with the towns’ municipal growth areas and encompass existing development and identify areas for new compact, mixed use neighborhoods. “ (p. 27) One of the highest priorities for implementation is to “expand regulatory flexibility for the creation of and location of employment centers and industrial uses... These efforts will especially focus on the Worton area, and the US 301 corridor with a priority that the area between the Town of Millington and the lands surrounding the Route 291-Route 301 intersection be guided by the desired expansion of services and land use identified by Millington’s municipal growth element.” (p. 129)

b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.

The proposed Mixed-Use Development Critical Area zoning district is outside the floodplain, with the exception of the wooded stream that is not anticipated to be developed. The proposed district is not within the mapped Habitat Connectivity Network and does not have Forest Interior Dwelling Bird habitat. It is not within any mapped sensitive species review areas, nor are there any mapped non-tidal wetlands.

As part of site plan review and building permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals received related to the presence and protection of anadromous fish, forest interior dwelling birds, natural heritage areas, both tidal and non-tidal wetlands, threatened and endangered species, tributary streams, vegetation, and wildlife corridors.

c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.

The proposed Mixed-Use Development Critical Area zoning district is not located within the County’s Priority Preservation Area. Focusing growth in designated growth areas will limit sprawling development and reduce impacts on the priority preservation area.

d. Availability of public sewer and water.

The rezoned area is within both the planned sewer service area and planned water service area.

e. Whether the area is located in a manner that:

i. Minimizes impacts to habitat protection areas;

- ii. Optimizes benefits to water quality; and
- iii. Minimizes impacts to agricultural land and forests

The rezoned area is part of a larger, coordinated development that conceptually includes a continuous greenway that will connect existing forest and non-tidal wetlands on the east side of the growth area with larger forest and stream corridor on the west side of US 301. The proposed development aims to incorporate positive human interventions that will improve habitat, reduce erosion and sedimentation, and provide increased native plantings and buffering factors.

- f. And all remaining factors listed in COMAR 27.01.02 06-3.G

The Kent County Department of Planning, Housing and Zoning staff reviewed the provisions in conjunction with the Critical Area Commission staff, and no known conflicts are identified with COMAR.

In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards have been reviewed:

- a. New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;

The rezoned area is adjacent to a Limited Development Area (zoned Critical Area Residential).

- b. The proposed rezoning is for a planned, designated growth area identified in the Comprehensive Plan and reclassification supports the goals and objectives of the Plan;

The rezoned area is located in the designated growth area identified by the Comprehensive Plan.

- c. The new IDA shall be at least 20 acres, unless the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988;

The rezoned area is 58.9± acres in area.

- d. The new IDA is located in or adjacent to a priority funding area as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article;

The rezoned area is in or adjacent to certified Priority Funding Areas.

- e. Any new development will be served by the extension of a public sewer and water system that was in operation as of January 1, 2024; and

The rezoned area is within the planned service area of the existing wastewater treatment plant that has been in operation for 50 years.

- f. New IDAs in a Resource Conservation Area (RCA) shall be located at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless (i.) mitigation for all forest clearing within the setback is provided at a 3:1 ratio and mitigation for any new lot coverage is provided at a 1:1 ratio. Or (ii.) The applicant provides an equivalent offset.

The rezoned area contains forested lands that will be protected. The County's Land Use Ordinance will be amended to include the standards for mitigation. As part of site plan review and building

permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals for enforcement of applicable regulations.

1.4± ACRES OF MARINE

In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners have considered the following factors:

a. Consistency with the County’s adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.

The 2018 Comprehensive Plan identifies the following: “*Strategy: Promote Kent County as a boating center. ... Boating related businesses not only include marinas, but sailmakers, yacht design and building, boat repair, yacht sales and charters. Kent County will promote use of its many assets to assure that a full range of boating related industries and businesses continue to be developed (p. 16).*”

b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.

The rezoned area is not within the mapped Habitat Connectivity Network and does not have Forest Interior Dwelling Bird habitat. It is not within any mapped sensitive species review areas. The rezoned area is within the floodplain and any additional development will comply with applicable regulations.

As part of site plan review and building permit review, Kent County Department of Planning, Housing and Zoning reviews all submittals received related to the presence and protection of anadromous fish, forest interior dwelling birds, natural heritage areas, both tidal and non-tidal wetlands, threatened and endangered species, tributary streams, vegetation, and wildlife corridors.

c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.

The rezoned area is not located within Kent County’s priority preservation area.

d. Availability of public sewer and water.

The rezoned area is an existing marina that is serviced by the clubhouse located across the street.

e. Whether the area is located in a manner that:

- i. Minimizes impacts to habitat protection areas;
- ii. Optimizes benefits to water quality; and
- iii. Minimizes impacts to agricultural land and forests

The rezoned area is almost entirely developed as an existing marina; however, inclusion in the IDA allows for reconfiguration projects including new environmental and conservation actions.

f. And all remaining factors listed in COMAR 27.01.02 06-3.G

The Kent County Department of Planning, Housing and Zoning staff reviewed the provisions in conjunction with the Critical Area Commission staff, and no known conflicts are identified with COMAR.

In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards have been reviewed:

- a. New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;

The zoned area is in an existing Limited Development Area (previously Critical Area Residential).



KENT COUNTY GROWTH ALLOCATION POLICY 2024

ARTICLE I. PURPOSE AND APPLICABILITY

Section 1.1 Title and Purpose

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

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

ARTICLE II. STANDARDS

Section 1. Growth Allocation within the Incorporated Towns

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

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

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

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

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

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

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

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

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

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

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

3.2 Growth allocation granted as part of a comprehensive rezoning shall require review and approval by the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays prior to taking effect.

**KENT COUNTY
GROWTH ALLOCATION POLICY
2024**

- a. The County shall include the documentation listed in 3.3 through 3.5 below for each individual rezoning; and
- b. Upon approval of any new land zoned MXDCA, the County shall require Commission review and approval of the Critical Area portion of the subsequent District Master Plan for that district.

3.3 Comprehensive rezonings shall include the following documentation:

- a. A description of the Critical Area land change for all affected parcels;
- b. Zoning maps of the existing and proposed Critical Area land designations;
- c. Recent aerial maps to show existing conditions; and
- d. A table with the:
 - i. Proposed Critical Area land designation change;
 - ii. State County ID Number;
 - iii. Tax Map and Parcel Number;
 - iv. Existing land use of each parcel;
 - v. Total parcel acreage;
 - vi. Total parcel acreage in the Critical Area; and
 - vii. Total parcel acreage of the proposed Critical Area land destination change.

3.4 In order to grant growth allocation as part of comprehensive rezoning, the County Commissioners shall consider the following factors:

- a. Consistency with the County's adopted Comprehensive Plan and whether the reclassified Critical Area designation would implement the goals and objectives of the Plan.
- b. Consistency with federal and state environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation.
- c. Impacts on a priority preservation area as defined under § 2-518 of the Agricultural Article.
- d. Availability of public sewer and water.

**KENT COUNTY
GROWTH ALLOCATION POLICY
2024**

- e. **Whether the area is located in a manner that:**
 - i. **Minimizes impacts to habitat protection areas;**
 - ii. **Optimizes benefits to water quality; and**
 - iii. **Minimizes impacts to agricultural land and forests**

 - f. **And all remaining factors listed in COMAR 27.01.02 06-3.G**
- 3.5 In order to grant growth allocation for a new Intensely Developed Area as part of comprehensive rezoning, the following standards shall apply:**
- a. **New Intensely Developed Areas shall be located in an existing Limited Development Area, adjacent to an existing Intensely Developed Area, or adjacent to an existing Limited Development Area;**

 - b. **The proposed rezoning is for a planned, designated growth area identified in the Comprehensive Plan and reclassification supports the goals and objectives of the Plan;**

 - c. **The new IDA shall be at least 20 acres, unless the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988;**

 - d. **The new IDA is located in or adjacent to a priority funding area as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article;**

 - e. **Any new development will be served by the extension of a public sewer and water system that was in operation as of January 1, 2024; and**

 - f. **New IDAs in a Resource Conservation Area (RCA) shall be located at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless**
 - i. **mitigation for all forest clearing within the setback is provided at a 3:1 ratio and mitigation for any new lot coverage is provided at a 1:1 ratio.**
Or
 - ii. **The applicant provides an equivalent offset.**

ARTICLE III. APPLICATION

PROCEDURE FOR PROJECTS IN THE UNINCORPORATED TERRITORY OF
KENT COUNTY

Section 1. Application Procedure

KENT COUNTY
GROWTH ALLOCATION POLICY
2024

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

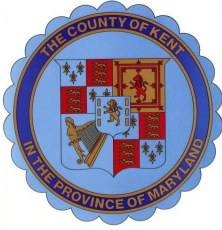
KENT COUNTY
GROWTH ALLOCATION POLICY
2024

Section 2. Application Requirements

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

2. The application for growth allocation shall comply with the standards for submittals to the Critical Area Commission for the Coastal and Chesapeake Bays as found in Natural Resources Article 8-J 808.1(c) and COMAR 27.01.02.06 through .06-4.





Rob Tracey, Associate Planner, Planning, Housing, and Zoning
12/3/2024
County Commissioners Meeting

Item Summary:

An agricultural preservation district is a legal agreement between a property owner and the Kent County Commissioners that the property will not be developed for a minimum of three years. The property owner may terminate the district after three years if an easement has not been sold. The creation of the local Agricultural Preservation District is the first step in selling an easement to the Maryland Agricultural Land Preservation Foundation (MALPF) and ensures that the property meets the minimum criteria established by State law.

The property under consideration for an Agricultural Preservation District is located at 12982 Augustine Herman Highway in Kennedyville.

On August 28, 2024, the Kent County Agricultural Preservation Advisory Board reviewed the application and recommended approval.

On September 6, 2024, the Planning Commission reviewed the application and recommended approval. A letter is attached.

This item is presented for Public Hearing and adoption.

ATTACHMENTS:

Description

cover page

12.03.24 Testimony Log Public Hearing Ag Preservation District Westcott

Aerial Map



TESTIMONY LOG

PUBLIC HEARING

December 3, 2024

AGRICULTURAL PRESERVATION DISTRICT WESTCOTT

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME - **Please Print**

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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9. _____

10. _____

11. _____

12. _____

13. _____

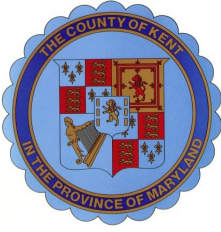
14. _____

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16. _____



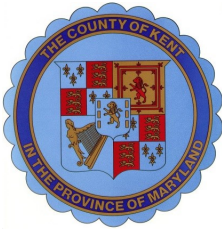
Source: Kent County Dept. of Planning, Housing & Zoning; MdProperty View 2017. Aerial taken Spring 2022. Map prepared July 2024.



Thomas N. Yeager, County Attorney
12/3/2024
County Commissioners Meeting

Item Summary:

Administrative Hearing Protocol



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
12/3/2024
County Commissioners Meeting

Item Summary:

Coleman's Tavern

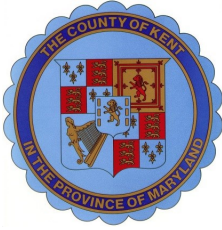
Carolyn M. Jones, President/Treasurer

Judy C. Dashiell, Vice President/Secretary

Brandee J. Vaughan, Member

ATTACHMENTS:

Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
12/3/2024
County Commissioners Meeting

Item Summary:

License Updates

ATTACHMENTS:

Description

KATE NA Cover

12.03.24 KATE License Update, Hari Corp dba Pip's Discount Liquors and M&M Rock Hall LLC trading as Rock Hall One Stop Shop, License Upgrades

4910 Pip's Discount Liquors License 2024-2025

4911 Rock Hall One Stop Shop License 2024-2025

Questions?
Please contact me:

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



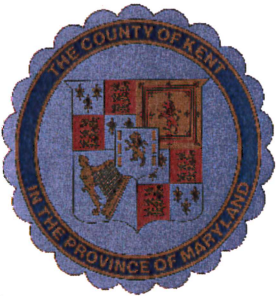


To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: December 3, 2024
Subject: Hari Corp dba Pip's Discount Liquors and M&M Rock Hall LLC dba Rock Hall One Stop Shop, License Updates

Memorandum

- Alcoholic Beverage License No. 4802 for Pip's Bar and Discount Liquors, Inc., trading as Pip's Discount Liquors, was surrendered on November 19, 2024. They will receive a pro-rated refund of \$771.87 for surrendering their license prior to the expiration date. Alcoholic Beverage License No. 4910 was issued to Hari Corp, trading as Pip's Discount Liquors, on November 19, 2024, for a pro-rated amount due of \$975.00. Inspector Pearsall delivered the state-issued Bulk Transfer Permit on November 25, 2024.
- M&M of Rock Hall was approved for a Class A, Beer and Wine contingent upon providing the "Length of Time Acquainted with Applicants" as required by the application. The applicant, Hassan Mahmood, provided the required information on November 21, 2024, and was issued Alcoholic Beverage License No. 4911 for a pro-rated amount of \$175.00.

Each transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.



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

CLASS A

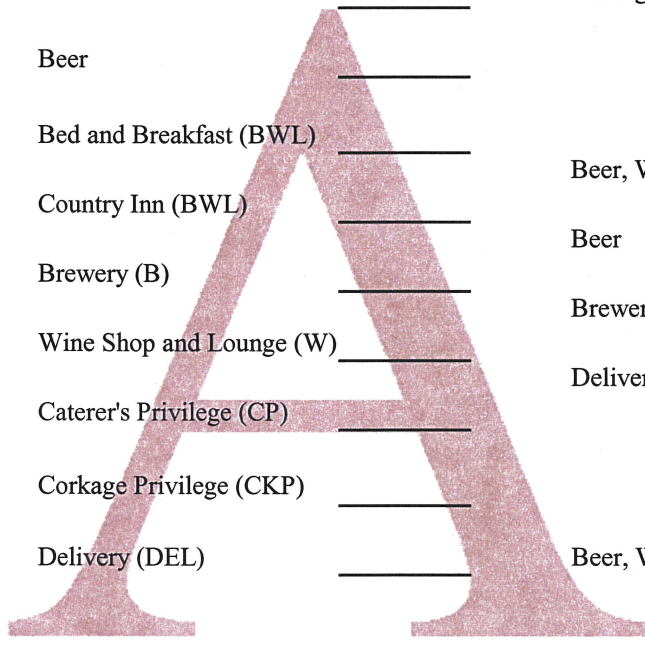
CLASS B

CLASS C

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

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

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



This is to certify that: Rikin Patel, President
Robert T. Connell, Jr., Shareholder

Corporate name: Hari Corp.

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:
T/A: Pip's Discount Liquors
Located: 861 Washington Avenue
Chestertown, MD 21620

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

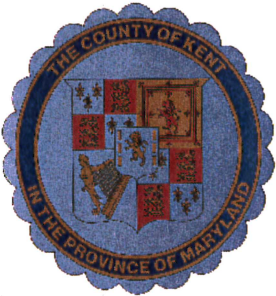
This license continues in force, unless revoked or suspended, until the last day of the month, April 2025

Cost of license: \$975.00 Issued the 19 day of November, 2024 Registration No. 35369477

Pro-rated amount for 6 months - LTC

Patricia Menick

Kent County Chief Finance Officer



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

CLASS A

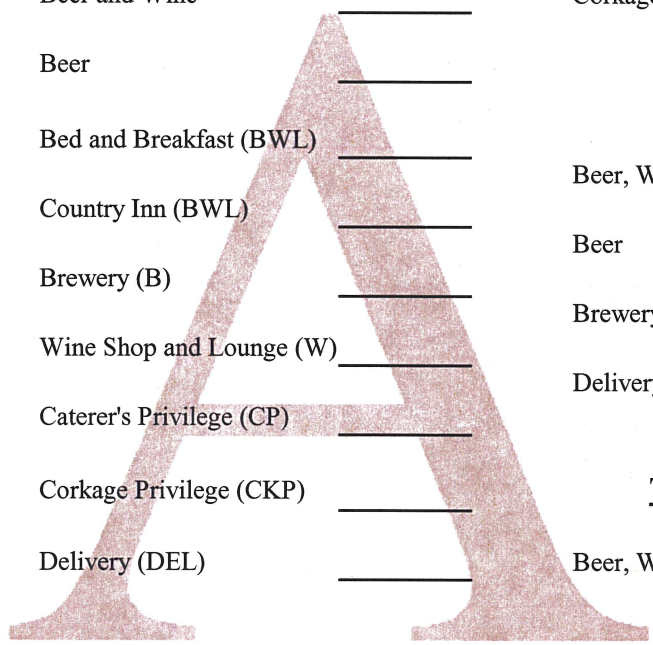
CLASS B

CLASS C

Beer, Wine, Liquor
Beer and Wine
Beer
Wine
Delivery (DEL)
BWL-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: Bilal Mustafa, President
Hassan Mahmood, Vice President

Corporate name: M&M Rock Hall LLC

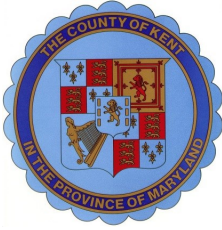
is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:
T/A: Rock Hall One Stop Shop
Located: 21340 Rock Hall Avenue
Rock Hall, MD 21661

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: \$175.00 Issued the 21st day of November, 2024 Registration No. 35291260
Pro-rated amount for 6 months - LTC

Patricia Merritt
Kent County Chief Finance Officer



**Bill Webb, Health Officer, Kent County Health Department and
Kathryn Dilley, Mid Shore Behavioral Health
12/3/2024
County Commissioners Meeting**

Item Summary:

Outpatient Treatment Programs

ATTACHMENTS:

Description

12.3.24 Kent County Commissioner Presentation

Assisted Outpatient Treatment County Notification Form



Maryland's Assisted Outpatient Treatment Planning

Katie Dilley, CEO

Mid Shore Behavioral Health, Inc.

William Webb, Health Officer

Kent County Health Department

December 3, 2024



Assisted Outpatient Treatment History

PASS KENDRA'S LAW!



Contact key legislators and tell them to save lives and pass Kendra's Law.

Governor **GEORGE PATAKI**
518.478.8390 or 212.417.2100
Assembly Speaker **SHELDON SILVER**
518.455.3791 or 212.312.1420
Senate Majority Leader **JOSEPH BRUNO**
518.455.3191 or 518.583.1001

Then pass this card on... So another can call

August 9, 1999 Kendra's Law was signed into law in New York State. The law is in memory of Kendra Webdale, a young woman who died in January of 1999 after being pushed in front of a New York City subway by an individual with serious and persistent unmanaged mental health diagnoses.

Since then, states across the country have passed AOT Laws. Nationally, there are only two states with no AOR Law: Connecticut and Massachusetts.

What is an AOT Program?

An AOT Program is an organized, systematic effort within a mental health/behavioral health system to support AOT being available to those who need it to live safely in the community.

Elements of an AOT Program:

- Identify individuals within the service area who appear to be persistently non-adherent with needed treatment for their mental illness and meet criteria for AOT under state law;
- Support efforts to ensure that whenever such individuals are identified, the mental health system itself takes the initiative to gather the required evidence and petition the court for AOT, rather than rely on community members to do so (although community members should not be impeded from initiating an AOT petition or investigation where permitted by state law);
- Safeguard the due process rights of participants at all stages of AOT proceedings;
- Maintain clear lines of communication between the court and the treatment team, such that the court receives the clinical information it needs to exercise its authority appropriately and the treatment team is able to leverage the court's powers as needed;
- Provide evidence-based treatment services focused on engagement and helping the participants maintain stability and safety in the community;
- Continually evaluate the appropriateness of the participant's treatment plan throughout the AOT period, and make adjustments as warranted;
- Employ specific protocols to respond in the event that an AOT participant falters in maintaining treatment engagement;
- Evaluate each AOT participant at the end of the commitment period to determine whether it is appropriate to seek renewal of the commitment or allow the participant to transition to voluntary care;
- Ensure that upon transitioning out of the program, each participant remains connected to the treatment services they continue to need to maintain stability and safety.



Maryland: Where do we stand? How did we get here?

Advocacy Efforts

Mental Health
Law - Assisted
Outpatient
Treatment
Programs 2023

Eastern Shore
Behavioral
Health Coalition

- Local Delegation
Supports and
Influence

Mental Health
Law - Assisted
Outpatient
Treatment
Programs 2024
(BS453/HB576)

Review of the Behavioral Health Administration's Workgroup and Planning

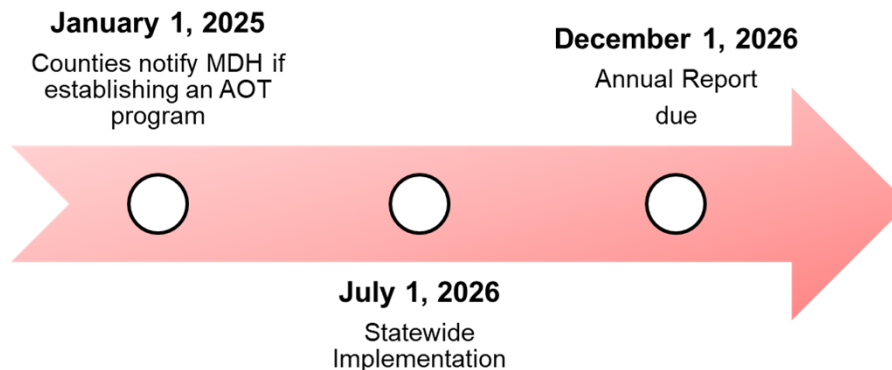


AOT Legislation – Requirements

Maryland lawmakers passed [HB 576](#) / [SB 453](#) – Assisted Outpatient Treatment Programs during the 2024 Legislative Session.

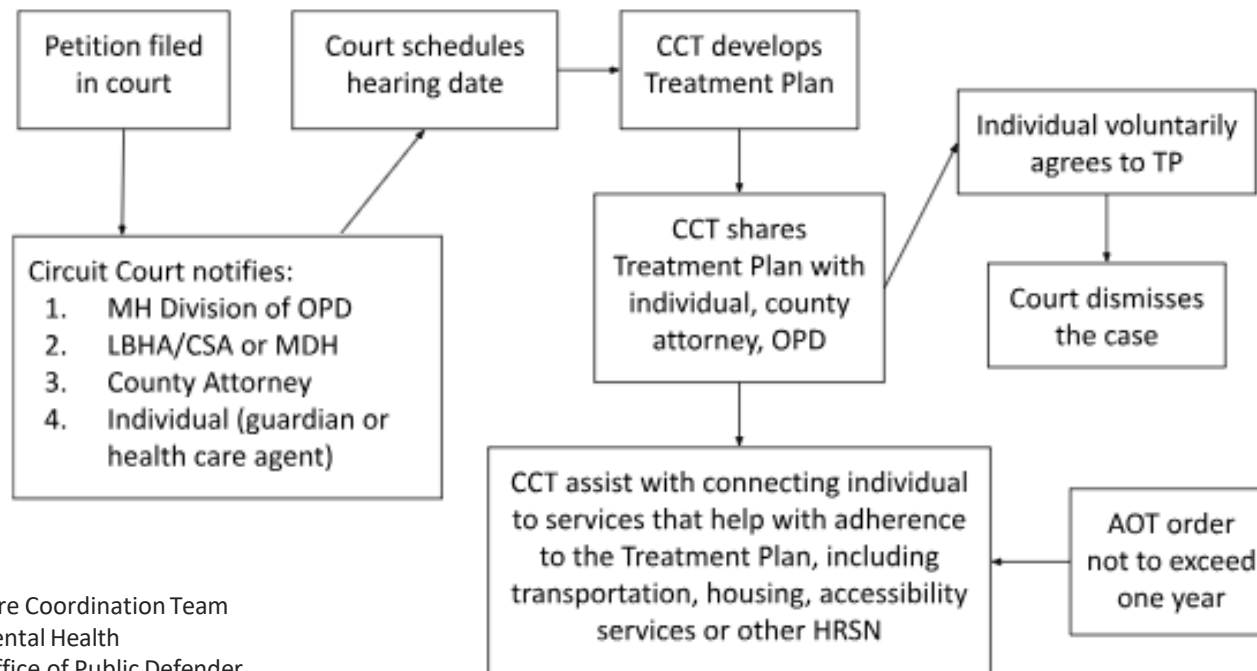
The Act requires MDH to

- Ensure that an assisted outpatient treatment program is established in every county.
- Establish **operational** and **clinical criteria** for AOT programs and Care Coordination Teams



Assisted Outpatient Treatment (AOT) Stakeholder Meeting

AOT - High Level Workflow



Legend

CCT: Care Coordination Team
MH: Mental Health
OPD: Office of Public Defender
LBHA: Local Behavioral Health Authority
CSA: Core Service Agency
MDH: Maryland Department of Health
TP: Treatment Plan

AOT Legislation – Intake Criteria

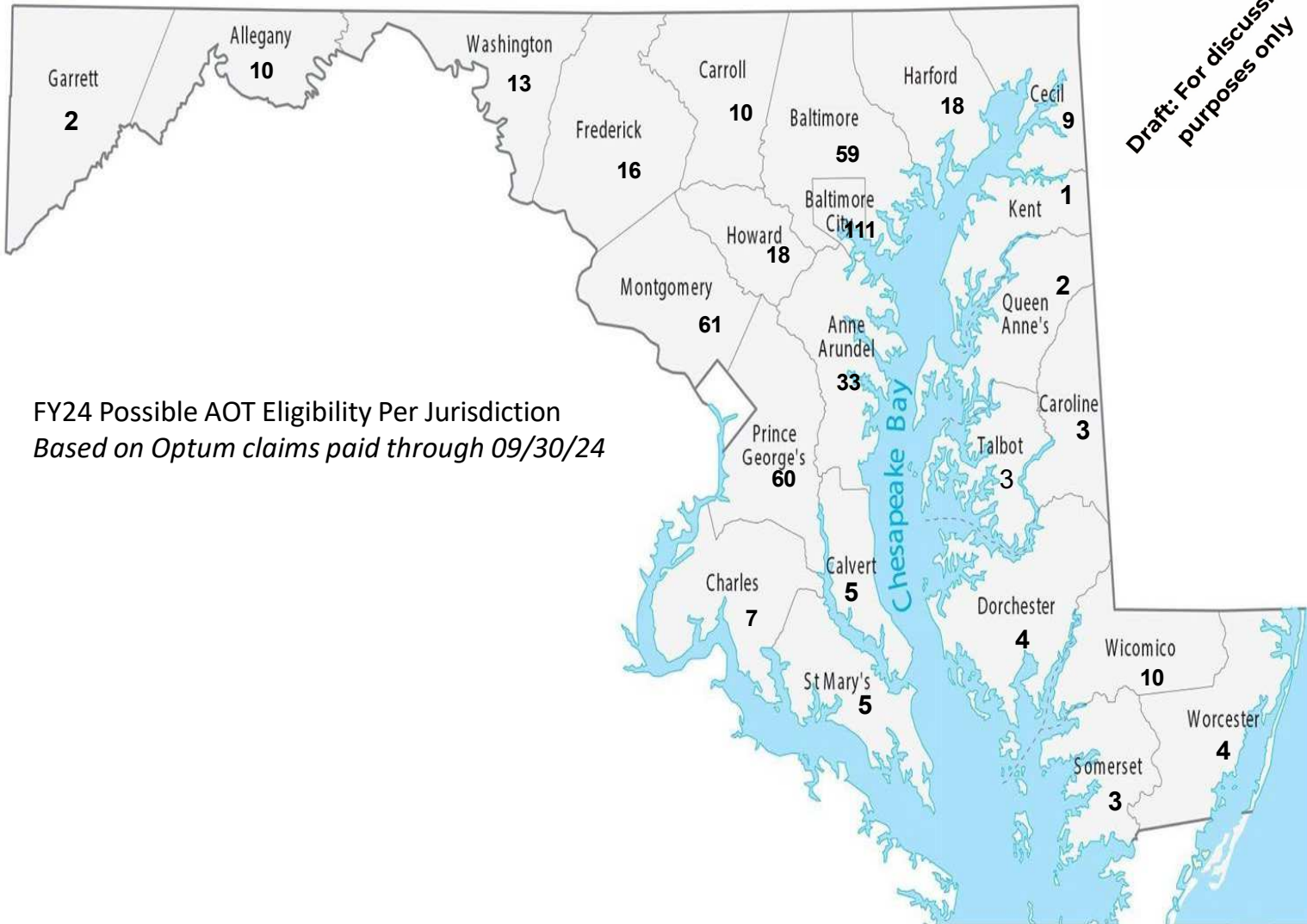
The court may order an individual to receive AOT on a finding of clear and convincing evidence that:

- The respondent is at least age 18
- Has a severe and persistent mental illness (SPMI)
- Has demonstrated a lack of adherence with treatment for the SPMI that has:
 - at least twice within the 36 months immediately preceding the filing of the petition, been a significant factor in necessitating inpatient admission to a psychiatric hospital for at least 48 hours or receipt of psychiatric services in a correctional facility; or
 - at least once within the 36 months immediately preceding the filing of the petition, resulted in serious violent behavior toward self or others, or patterns or threats of, or attempts at, serious physical harm to self or others

AOT Legislation – Criteria

The court may order an individual to receive AOT on a finding of clear and convincing evidence that:

- The respondent is in need of AOT in order to prevent relapse or deterioration that would create a substantial risk of serious harm to the individual or harm to others
- The respondent is unlikely to adequately adhere to outpatient treatment on a voluntary basis as demonstrated by history of treatment nonadherence in the 36 months immediately preceding the filing the petition that is not due to financial, transportation, or language issues
- In consideration of the above items, AOT is the least restrictive alternative appropriate to maintain the health and safety of the respondent.



Draft: For discussion purposes only

Mid-shore Counties Planning

Partner Education and Collaboration with the Behavioral Health Administration

Advocacy: Network Adequacy and Resources

Regional Planning and Legislative Responsiveness

Mid-shore Counties AOT Planning Committee Organization

Timeline and Implementation

New Developments and Consideration for Support

Legislative Timeline and County Expectations

(III) THE PROVISION OF SERVICES PROVIDED UNDER AN ASSISTED OUTPATIENT TREATMENT ORDER.

(B) EACH COUNTY SHALL PROVIDE INFORMATION TO THE ADMINISTRATION THAT THE ADMINISTRATION DETERMINES IS NECESSARY FOR THE PURPOSE OF COMPLYING WITH SUBSECTION (A) OF THIS SECTION.

(C) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT OR PREVENT THE COLLECTION OF ADDITIONAL DATA, INCLUDING ADDITIONAL DEMOGRAPHIC INFORMATION OR OTHER DATA NECESSARY FOR PROGRAM EVALUATION OR IMPROVEMENT, AS REQUESTED BY THE GENERAL ASSEMBLY OR THE EXECUTIVE BRANCH OF STATE GOVERNMENT.

SECTION 3. 2. AND BE IT FURTHER ENACTED, That, on or before January 1, 2025, a county shall notify the Maryland Department of Health regarding whether the county intends to establish an assisted outpatient treatment program under § 10–6A–03(a)(1) of the Health – General Article, as enacted by Section 2 1 of this Act.

SECTION 3. 4. 3. AND BE IT FURTHER ENACTED, That Section 2 1 of this Act shall take effect July 1, 2025. *It shall remain effective for a period of 5 years and, at the end of June 30, 2030, Section 1 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.*

SECTION 4. 5. 4. AND BE IT FURTHER ENACTED, That, except as provided in Section 3 4 3 of this Act, this Act shall take effect July 1, 2024.

Next Steps

```
graph TD; A["Mid-Shore Assisted Outpatient Treatment Implementation Planning Committee/Workgroup  
12/5/24 and 12/18/24 Meetings"] --> B["January 1, 2025  
Response to Maryland Department of Health"]
```

Mid-Shore Assisted Outpatient Treatment Implementation Planning Committee/Workgroup
12/5/24 and 12/18/24 Meetings

January 1, 2025
Response to Maryland Department of Health



DEPARTMENT OF HEALTH

Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

Maryland Department of Health Assisted Outpatient Treatment (AOT) County Notification of Implementation Intent

Overview

Maryland passed [HB 576/SB 453](#) Mental Health – Assisted Outpatient Treatment Programs during the 2024 Legislative Session. The legislation requires that on or before **January 1, 2025**, a county shall notify the Maryland Department of Health (MDH) regarding whether the county intends to establish an assisted outpatient treatment (AOT) program under § 10–6A–03(a)(1) of the Health – General Article. The legislation requires statewide implementation of Assisted Outpatient Treatment (AOT) programs by **July 1, 2026**

Instructions

Please complete all fields of this form. Only one completed form will be accepted from each county. This form may only be completed by the following officials:

1. The Director of a county Local Behavioral Health Authority (LBHA) or Core Service Agency (CSA)
2. The Behavioral Health Director of a Local Health Department (LHD)

Each county must submit this form **via email to mdh.aot@maryland.gov by 5:00pm EST on January 1st, 2025**. If MDH has not received this form from a county by this deadline, the county will be considered to have **opted out** of implementing an AOT program, and MDH will implement an AOT program in the county. **MDH considers the implementation decision selected on this form to be final.**

Date:

Name:

County:

Please select one of the following:

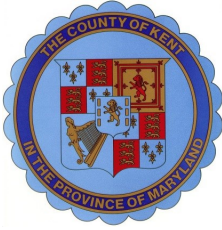
- The above-named county intends to establish an assisted outpatient treatment (AOT) program on or before July 1, 2026 under under § 10–6A–03(a)(1) of the Health – General Article
- The above-named county intends to partner with another county or group of counties to jointly establish an assisted outpatient treatment (AOT) program on or before July 1, 2026 under § 10–6A–03(a)(1) of the Health – General Article. **Partnering County Worksheet has been completed on Page 2 of this form.**
- The above-named county **does not** intend to establish an assisted outpatient treatment (AOT) program under under § 10–6A–03(a)(1) of the Health – General Article

Partnering County Worksheet

Any county that intends to partner with another county or group of counties to jointly establish an assisted outpatient treatment (AOT) program on or before July 1, 2026 under § 10-6A-03(a)(1) of the Health – General Article must complete this worksheet.

Please select all counties with which the county intends to partner:

- Allegany County
- Anne Arundel County
- Baltimore City
- Baltimore County
- Calvert County
- Caroline County
- Carroll County
- Cecil County
- Charles County
- Dorchester County
- Frederick County
- Garrett County
- Harford County
- Howard County
- Kent County
- Montgomery County
- Prince George's County
- Queen Anne's County
- Somerset County
- St. Mary's County
- Talbot County
- Washington County
- Wicomico County
- Worcester County



**Eric Johnson and Maggie Thomas, Veteran and Military Support
Alliance
12/3/2024
County Commissioners Meeting**

Item Summary:

Provided Services and Organization Overview

ATTACHMENTS:

Description

11-19-2024 VAMSA - County Commissioner Briefing - Kent v1 ebj

11-07-2024 VAMSA Accomplishments to Date v4 ebj

11.19.24 VAMSA, Combat PTSD Group

11.19.24 VAMSA, Spouse.Caregiver Support Group

11.19.24 VAMSA, Weekly Coffee at YMCA

11.19.24 VAMSA, United in Valor 3.5.24

2024-10-25 MDVMF-VAMSA-VHWF MOA - Nonprofit Partnerships - on Letterhead Signed by Secretary Woods-VAMSA-VHWF



Kent County Commissioners Briefing

Nov 19, 2024



Joe Candella, VAMSA Board President
Eric Johnson, VAMSA Executive Director
Lei Ellingson, Deputy Director
Maggie Thomas, Director of Grants/Program Development

Outline – SBAR (Situation, Background, Assessment, Recommendations)

A. Situation:

- Critical Resources Needed for Veterans, Military and Their Families on the Eastern Shore
- Perception of inequity between Eastern versus Western Shore Veterans)

B. Background:

- VAMSA History, Resource Center Implementation

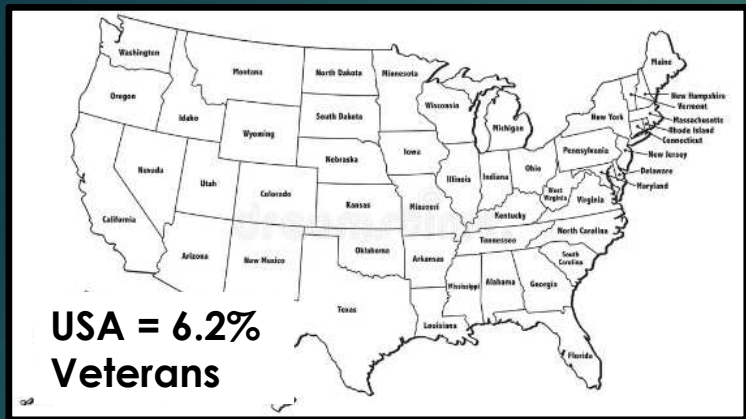
C. Assessment:

- Opportunities, Potential Partners & Resources

D. Recommendations:

- Implement Partnership with MDVMF and Other State Agencies
- Implement Regional Network of Claims Support and Other Resources

A. Situation: Disproportionate Percentage of Veterans on the Eastern Shore



County	Popul.	# Vets	% Vets
Cecil	79,491	7,432	9.35%
Kent	16,383	1,372	8.37%
Q.A.	39,340	3,245	8.25%
Talbot	30,249	2,559	8.46%
Caroline	25,399	2,245	8.84%
Dorchester	25,257	2,210	8.75%
Wicomico	80,512	7,002	8.70%
Somerset	21,309	1,879	8.82%
Worcester	42,951	3,645	8.49%
Eastern Shore	360,891	31,589	8.75%

Source: 2022 U.S. Census Data

Source: Purdue Study

A. Situation: Critical Resources Needed for Veterans, Military and Their Families

1. Population Trends:

- ▶ Number of Veterans nationally is ↓
- ▶ Percent Veterans with significant comorbidities is ↑ exponentially
- ▶ Eastern Shore Veterans are 8.75% (compared with 7.6% Maryland/6.2% American Adults)
- ▶ Kent's 1,372 Veterans x 2.5 multiplier for family members = 3,430 (of 19,303 total pop.)
 - ▶ 17.8% of population are Veteran families
 - ▶ Additional number of military families (Active, Guard, Reservists)

2. No "One Stop Shop" for Veterans, Military and Their Families/Caregivers

- ▶ Most agencies are restricted to specific populations; can't serve the entire family
- ▶ If the Veteran/military service member is in need, so is the family!

B. Background: VAMSA History and Resource Center Implementation

2022:

- ▶ Jan: **“VAMSA” (Veteran and Military Support Alliance)** coalition is formed
 - ▶ **Group commits to a resource center** for Vets, military, their families/caregivers
- ▶ Mar: **Needs assessment is launched** to stratify needs and prioritize resources
- ▶ Sept: **VAMSA becomes a component fund** of Mid-Shore Community Foundation
 - ▶ VAMSA uses MSCF as an incubator for non-profit status and for financial management
- ▶ Oct: **Resource center business plan approved** by Board; fundraising begins

2023:

- ▶ May: VAMSA **locally/regionally facing resource center opens** part-time
- ▶ Jun: Application to IRS submitted for **independent 501(c)(3) status**
- ▶ Aug: **IRS approves VAMSA as a 501(c)(3)**

2024:

- ▶ Feb: **Center moves to larger (current) office space** to accommodate ↑ demand
- ▶ Oct: **Partnership MOA signed with MDVMF** (Maryland Department of Veteran and Military Families)

C. Assessment – Center Implementation

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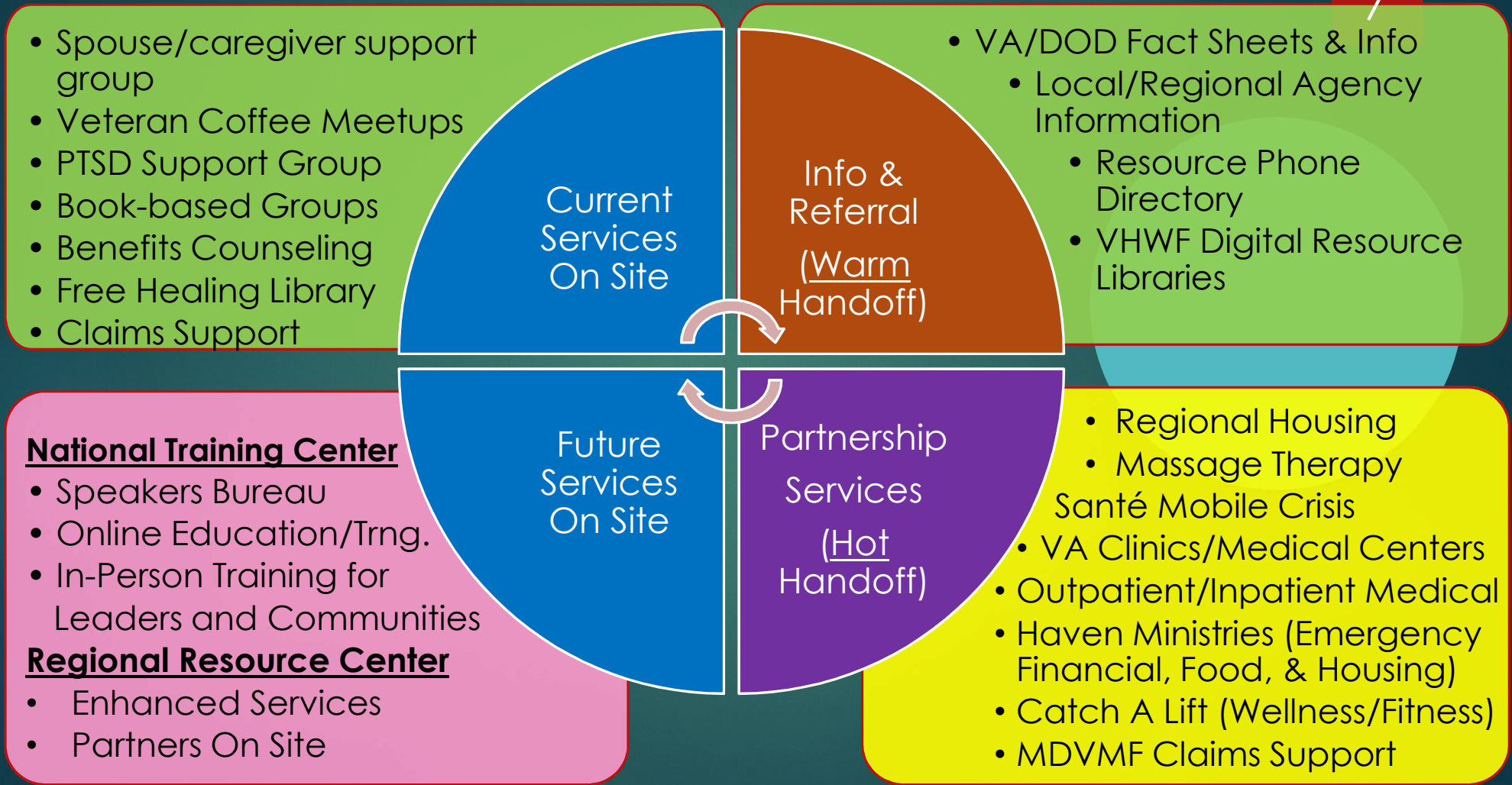
1. Objective Data:

- 60% of the Center's clients need claims support (initial, increase claims, and appeals)
- 90% of claims are decided in favor of the Veteran
- 80% of clients require support/resources for other members of their families
- 95% of clients come in with one need—and leave with a plan to address 3+ needs
- **15% of clients have current or past suicidal ideation**

2. Subjective Data:

- Veteran and Military families are **in crisis and need a comprehensive resource center**
- Most of our **clients report needing a navigator/advocate more than anything else**
- Many are **unable to navigate independently** (age; intense medical/BH needs)
- **Greatest needs reported** in our needs assessment:
 - Claims (new/increased rating/appeals); BH/medical resources; Legal

C. Assessment – Current Services



. Recommendations

3. Virtual Center:

- Increase and enhance virtually-accessible services to reduce transportation barrier
- Establish remote access sites to dial in from Legions, VFWs, and other locations
 - Sites equipped with standard paperwork, forms, and other important documents
- More virtually-accessible support groups – LGBTQIA, youth/teens, women

4. Sustainability of the “Bricks and Mortar” Center:

- Build/strengthen VFW/Legion relationships; continue to enlist support
 - Eastern Shore Legions/VFWs currently fund 50-60% of the Center's operating budget
- **We are open full time and client demand has exceeded our current capacity**
- Continue soliciting grants and other funding to ensure Center's viability and growth
- **Work with State, County & Municipal government agencies to leverage funding support**

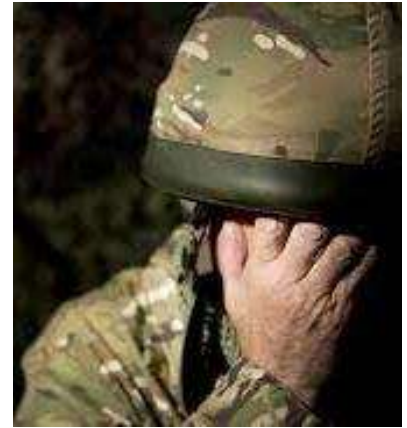
Questions?



Veteran and Military Support Alliance (VAMSA) Successes Year to Date (2023 through 2024) v4

Program	Program Element	Location(s)	2023 Number Impacted	2024 Number Impacted (1/1/2024 to 10/31/2024)	Total Since Inception (2023 and 2024 YTD)
Suicide Prevention	Suicide Saves (veterans that self-identify or are identified as suicidal by staff)	Center for the Military and Veteran Family (CMVF)	5 Veterans 1 Caregiver	16 Veterans 2 Veteran Children	23 Suicide Saves (21 unique individuals)
	Gun Lock Program (SSG Fox Suicide Prevention)	CMVF	N/A (Program launched in 2024)	2 Veterans	2 Veteran
	Crisis Calls	CMVF and On-Call Staff	10 Calls	28 Calls	38 Calls
Support Groups	Combat PTSD	CMVF and Accessible Via Zoom Link	8 Monthly Support Groups	10 Monthly Support Groups	18 Monthly Support Groups (Minimum of 5 Attendees Each Group on Average)
	Spouse/Caregiver	CMVF and Accessible Via Zoom Link	2 Monthly Support Groups	9 Monthly Support Groups	11 Monthly Support Groups (Minimum of 4 Attendees Each Group on Average)
Respite/Wellness Programs	Massage Therapy	Off Site Massage Therapy Agencies	3 Spouses/Caregivers	3 Spouses/Caregivers	6 Spouses/Caregivers
Holistic Therapies	Tapping	CMVF and Accessible Via Zoom Link	4 Clients	9 Clients	13 Clients
	Breathing	CMVF and Accessible Via Zoom Link	12 Clients	17 Clients	29 Clients
	Phone-based applications (i.e., "Mood Tracker," "Breathe 2 Relax," etc.)	CMVF and Accessible Via Zoom Link	6 Clients	15 Clients	21 Clients
Fellowship Programs	Coffee Meet-Ups	Off-site Partner Agencies	47 Weekly Sessions (350+ Vets)	29 Weekly Sessions (500+ Vets)	76 Weekly Sessions (850+ Vets)
Information & Referral	Info (healthcare, claims, legal, education, behavioral health, etc.)	Community Events	600+ Vets/Spouses/Caregivers	700+ Vets/Spouses/Caregivers	1,300+ Vets/Spouses/Caregivers
	Info - Legion/VFW member alerts	Shared Electronically Or In Person with Legion/VFW Members	2 Legions/1 VFW (400+ Unique Members)	6 Legions/2 VFWs (630+ Unique Members)	5 Legions/2 VFWs (1,030+ Unique Members)
	Referrals to Partner Agencies (Ex: Social Services, Housing Agencies, Mental Health Partners, etc.)	Agencies Across the Eastern Shore	46 Referrals (10 total unique agencies)	60 Referrals (14 total unique agencies)	106 Referrals (14 total unique agencies)
Claims Support	VA Service Connection Compensation Claims	CMVF and Accessible Via Zoom Link	19 Veterans	42 Veterans 3 Spouses 1 Veteran Child	61 Veterans 3 Spouse 1 Veteran Child
	VA Adaptive Housing Grant Applications (Eligibility Assessment and/or Submission)	CMVF	1 Veteran	2 Veterans	3 Veterans
Career Development and Employment	Total Job Seeking Applicants	CMVF, Phone, and Email Contacts	Program Not Yet Initiated	31 Veterans 5 Military 18 Family Members	31 Veterans 5 Military 18 Family Members
	Total Employed	Various Locations	Program Not Yet Initiated	15	15
	Total Number of Contacts	CMVF, Phone, and Email Contacts	Program Not Yet Initiated	231	231
	Total Number of Job Fairs/Events	Community Events	Program Not Yet Initiated	33	33
Transportation	Total Number of Clients Provided Transportation to Medical and Behavioral Health Appointments	Various Locations	Program Not Yet Initiated	9 Total Appointments (7 unique Veterans)	9 Total Appointments (7 unique Veterans)

COMBAT PTSD MONTHLY SUPPORT GROUP



**4th Tuesday
of Each Month (2024)**

5:30 to 6:30 pm

**At the Center for the
Military & Veteran Family**

**337 Pier One Road – Suite 101
Stevensville, MD 21666**

**Registration is preferred – Please contact Eric Johnson
(Cell 410-739-0970 or email: executive.director@vamsa.us)**

NOTE: *This is a higher-level support group with trained psychiatric professionals and peer support from other veterans. It is intended only for veterans that have been exposed to combat in a deployed military environment.*



Sponsored By



Center for the Military and Veteran Family

SUPPORT *For Spouses & Caregivers*

MONTHLY MEETING VETERAN & MILITARY

Join in Person or on Zoom
Meeting ID: 919 387 9175



Connect with others

Military and Veteran spouses and caregivers often face unique challenges and carry extra responsibilities. This is an opportunity to meet with other spouses and caregivers who understand your experience.



Learn Self Care Skills

Finding time for self-care and knowing how to care for ourselves is often hard to manage when there are demands of being a supportive spouse or caregiver. Skills to help support your well-being will be shared and practiced.



share Experiences

You are not alone. Connect with other spouses and caregivers in a safe, supportive environment. Share, listen and learn from others who are supporting a veteran or member of the military.

**4th Thursday of
Each Month**
6:30 -7:30 pm



**337 Pier One Road, Suite 101
Stevensville, MD 21666**

For more information, please contact the facilitators:

Barbie Ludwig (Email: barbieluddy@gmail.com / Cell: 410-818-3777)

Jamie Johnson (Email: jamiejohnson798@yahoo.com / Cell: 443-362-1770)



Current as of 2/1/2024



Veterans Weekly Coffee Meetup

**Coffee, Conversation
and Fellowship**



**MONDAYS
AT THE YMCA**

210 Vincit Street ~ Centreville

11 am to 12 noon

All branches of service, military career fields,
ages, and backgrounds welcome!

**For more information, contact:
Fred McNeil 410-758-2850**



**For more information about
local support groups, resources
and other services
contact VAMSA:**

Center for the Military and Veteran Family
www.VAMSA.us
Phone: 844-MIL-VETS
Email: info@VAMSA.us

UNITED IN VALOR

Supporting our Veterans, military, and their loved ones

WHO WE SERVE

VAMSA's mission is to provide accessible and free resources uniquely tailored to the needs of military members and veterans, their families, and their caregivers.

We envision a future where veterans and their families are honored, supported, and celebrated for their contributions to our country, and where everyone has the opportunity to achieve their highest potential and live with dignity and respect in their communities.

HOW WE SERVE

VAMSA stands out due to its multifaceted approach. Combining outreach efforts with a brick-and-mortar resource center, we create a comprehensive support system that addresses a wide range of needs. Our services complement existing VA support, as our agency provides services and supports to the family members and caregivers as well. Our distinctive strengths lie in our staff, who bring a unique blend of formal training and personal experience as Veterans and/or family members of Veterans. This combination equips them with an unparalleled understanding of the intricate and often complex needs of military families. Our strong partnerships with existing service agencies are essential in quick provision of support. The services we offer and refer to span various domains, including housing, education, behavioral health, somatic health, community outings and activities that create a sense of belonging, claims filing, and benefit applications.

2023 SUCCESSES

- **SIX successful suicide interventions.**
- **ONLY combat PTSD peer group on the Eastern Shore of MD.**
- **Hosted over 60 weekly Coffee & Comradery, book club, and support group sessions.**
- **Information and resources to over 600 Veterans and families.**
- **Connected over 46 families to resources.**
- **TWO Veterans and their families have safe and secure housing.**



WHO WE ARE

BOARD OF DIRECTORS

Joseph Candella - US Army Veteran

Walter Petrie - US Army Veteran

Wes Guckert - US Air Force Veteran

Dina Karpf - MD Commitment to Veterans

Susan Talbot - Family Member

Cynthia Arnette - US Navy Veteran

Dr. Evelyn Lewis - US Navy Veteran

John Minnick - US Marine Corps Veteran



Call us at 1-844-MIL-VETS
EMAIL OPERATIONS@VAMSA.US
VISIT OUR WEBSITE AT VAMSA.US



National Center for the Military and Veteran Family
A Strategic Partnership of the Veteran and Military Support Alliance (VAMSA) and the Veterans Health and Wellness Foundation
337 Pier One Road, Suite 101; Stevensville, MD 21666

MEMORANDUM OF AGREEMENT

Between

Maryland Department of Veterans and Military Families

and

The Center for the Military and Veteran Family (CMVF)

[A Partnership between

Veteran and Military Support Alliance (VAMSA)

and

Veterans Health and Wellness Foundation (VHWF)]

PURPOSE:

This Memorandum of Agreement ("MoA") is entered into between the Maryland Department of Veterans and Military Families (the "Department"), 16 Francis Street, 4th Floor, Annapolis, MD 21401, and Veteran and Military Support Alliance ("VAMSA") and Veterans Health and Wellness Foundation, together operating the Center for the Military and Veteran Family located at 337 Pier One Road, Suite 101, Stevensville, Maryland 21666 (Building 3), each individually referred to as a "Party" and collectively referred to as the "Parties." This MoA sets forth a structure in which both Parties will work in a mutually beneficial manner to advance and improve the quality of life for Maryland's Veterans and military families.

This MoA establishes a partnership between the Parties for the sole benefit of Veterans and military families. No funds shall be exchanged between the Parties under the terms of this MoA.

I. BACKGROUND:

Maryland Department of Veterans and Military Families

One of the Department's missions is to assist Maryland's Veterans, their families and dependents, and the families and dependents of active-duty service members, in securing benefits earned

Our Mission Statement: To provide accessible and free resources uniquely tailored to the needs of military members and veterans, their families, and their caregivers.

through military service. The Department currently achieves this mission by serving and honoring Maryland's Veterans and military families in accordance with State and Federal law through free support for Veterans filing and appealing claims to the U.S. Department of Veterans Affairs; interment of Veterans, National Guard members, reservists, and eligible dependents in State Veterans cemeteries; assisted living and skilled nursing care for Veterans and eligible spouses in a State Veterans home; maintenance of veterans memorials; outreach and advocacy; and the provision of non-chronic financial assistance to Veterans through the Maryland Veterans Trust. The Secretary of the Maryland Department of Veterans and Military Families has identified five priorities in advancing the Department's mission to both Veterans and military families: Health and Wellness, Employment, Entrepreneurship, Military Families, and Veteran Caregivers.

The Center for the Military and Veteran Family (CMVF) opened its doors on Kent Island, on Maryland's Eastern Shore, in May 2023. It began as a formal collaboration between the Veteran and Military Support Alliance (VAMSA) and the Veterans Health and Wellness Foundation (VHWF), based on a Partnership Agreement signed on January 17, 2023. VAMSA operates primarily at the local level and VHWF primarily at the national level.

Both VAMSA and VHWF (but not CMVF) are 501(c)(3)s based in Stevensville and Rockville, Maryland respectively. The CMVF was established to educate, train, and engage healthcare professionals and supportive service communities to improve the quality of integrated and inter-professional service delivery to service members, Veterans and their families impacted by their selfless sacrifice and service to our nation.

The mission of CMVF seamlessly integrates the aligned missions of its feeder organizations that strive to deliver accessible and no cost resources that support the complex physical, social, and emotional health demands uniquely tailored to the needs of military members, Veterans, their families, and caregivers. The vision for the future is one where military members, Veterans, their families, and caregivers are honored, supported, and celebrated for their contributions to our country, and where everyone has the opportunity to achieve the highest health outcomes allowing them to live with the dignity and respect they have earned.

II. OBJECTIVES:

The Department, VAMSA, and VHWF have a shared goal to empower veterans and military families in the state of Maryland. This partnership ~~envisioned by this MoA~~ will be mutually beneficial as the Parties work to achieve this goal. This MoA sets forth a framework of intent and cooperation between the Parties to achieve the following objective(s):

2 (VAMSA Version 6 ebj-el)

1. Expand awareness of VHWF's national offerings.
2. Expand awareness of CMVF activities in Maryland.
3. Expand awareness of CMVF and the Department's respective programs and opportunities as appropriate.
4. For CMVF to serve as a partner in the Department's Maryland Joins Forces Initiative.

III. RESPONSIBILITIES:

Maryland Department of Veterans and Military Families:

1. The Department will share reasonably publicly available education resources with VAMSA/CMVF, to include the following: Coaching in to Care Program; MaketheConnection.net; Signs, Ask, Validate, and Encourage (VA S.A.V.E.) training; the Veterans Crisis Line; firearm and other lethal means safety campaigns and resources information about existing VA resources.
2. The Department will collaborate reasonably with VAMSA/CMVF for outreach purposes, sharing publicly available information about benefits available to Veterans and military families from the U.S. Department of Veterans Affairs and/or the State of Maryland.
3. Ensure reasonably that VAMSA/CMVF events, programs, and appropriate points of contact (POC) are available to Veterans and military families served by the Department through publication in the Department's newsletters, and/or other appropriate venues.
4. Reasonably coordinate and refer Veterans and military families to suitable, local VAMSA staff and events upon request and through Department outreach initiatives.
5. Reasonably explore use of Department facility space for VAMSA outreach events in support of community engagement activities in partnership with the Department.

CMVF:

1. Provide Department outreach materials, information, welcome kits, quick start guides, benefits, health, community care, homelessness, suicide prevention, education and/or other information to local representatives; and distribute such materials to veterans and military family members interacting with CMVF program(s).

2. CMVF partners may provide to the Department, upon request, any available anonymized/deidentified data describing the broad demographics of its participants and beneficiaries, including but not limited to enrollment status for benefits from the U.S. Department of Veterans Affairs, military service era, gender, age, and number of Veterans and military family members served by CMVF.
3. CMVF may coordinate efforts with local Department staff to best determine how CMVF can successfully meet the needs of Maryland's Veterans and military families at local Department facilities.
4. If required by law, CMVF partners will be registered and remain in good standing with the State Department of Assessments and Taxation, and the Office of the Secretary of State as a Charitable Organization, if required by law.
5. CMVF partners will comply with all nondiscrimination provisions of Maryland and federal law.
6. CMVF partners represents and warrants that it is qualified to operate in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; it is not in arrears with respect to payment of any monies due and owing the State, or any department or unit thereof, including but not limited to payment of taxes and employee benefits, and it shall not become so in arrears during the term of this MoA.
7. CMVF partners shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities under this MoA; and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, for its operations in the State of Maryland and its activities under this MoA.
8. VAMSA will offer the following at no cost through the CMVF: **(a) Assistance with access to and use of government and private sector agencies (navigation), (b) Education and Training, (c) Access to Medical and Behavioral Health Care, (d) Peer Support, (e) Holistic Therapies and Healing Services (e.g., massage, aromatherapy, music and art therapy, etc.), (f) Entrepreneurship and Career Development, (g) Resource Networks for Family Members and Caregivers, and (h) the Veterans Court program.**
9. VHWf will offer the following at no cost through the CMVF: **(a) Education - creates and delivers education and training for pre-professional healthcare students (i.e., physicians, nurses, PAs, NPs, pharmacists, dentists, social workers, case managers, psychologists, allied healthcare professionals, etc.), practicing healthcare professionals, community members, Veterans, and**

their families. We provide transformative resources for learners and educators at local, regional, and national levels to disseminate innovations which better train physicians to meet the needs of patients today and in the future. **(b) Benefits Navigation** – provides access to assistance navigating the confusing and often complicated claims filing process and registration for various health related programs. **(c) Resource Connection** - The Veteran Medical Neighborhood Consortium (the "Neighborhood") is a space for Veterans and their families to locate businesses that are welcoming and supportive of Veterans as customers, clients, patients, guests, stakeholders, employees, or members. VHWF serves as a hub for connection to services addressing all parts of life for health and wellness that is all-encompassing.

IV. PERFORMANCE MEASURES

The Department and VAMSA seek to provide meaningful recreational activities to Veterans and their families through this partnership. The ability to describe the impact of this partnership through objective quantitative and qualitative metrics is critical. Partnership effectiveness will be anchored in building trust in communities and engaging in efforts to improve outcomes for veterans, families, caregivers, and survivors receiving services and benefits from the U.S. Department of Veterans Affairs or the Department. Therefore, the Parties agree to use the following metrics to capture and record objective performance through related outcomes, outputs, measurables, and/or impacts, as appropriate:

1. Number of veterans and military-connected families served
2. Number of suicide "interventions" (VAMSA defines such saves as: scenarios where we perform interventional actions in cases where a client presents with high risk according to the Columbia Scale and/or when the client tells us that we have provided services/actions that helped prevent them from taking their life)
3. Numbers of individual clients (i.e., caregivers, active/guard/reserve component military, etc.) served and number of service hours per client

V. POINTS OF CONTACT:

Dana Burl
Maryland Department of Veterans And Military Families
16 Francis Street, 4th Floor
Annapolis, MD 21401
dana.burl@maryland.gov

443-853-0322

Center for the Military and Veteran Family (CMVF):

Eric Johnson, Executive Director
VAMSA
337 Pier One Rd; Suite 101
MD 21666
Executive.Director@VAMSA.us
410-739-0970

Dr. Evelyn Lewis, President & Chair
VHWF
51 Monroe Street, Suite 1507
Rockville, MD 20850
elewismd@myvhwf.org
240-793-4252
Stevensville,

VI. LIMITATIONS:

(a) For the purposes of this MoA, the partnership is a voluntary, collaborative, working relationship between the Department and any other Party. Neither the Department nor any other Party is jointly liable for the other Party's obligations. Neither Party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other Party. This MoA shall not be construed to create a joint venture, agency, employment, or any other relationship between the Department and any other Party. This MoA does not authorize the expenditure or reimbursement of any funds. This MoA does not create a binding contractual obligation or obligate any Party hereto to expend appropriations or other monies or enter into any contract or other obligation or create any rights or obligations between the Parties.

(b) No Party will use this MoA to sell or promote any products or services.

(c) No Party will not use the name of the Department or any of its programs except in factual publicity and with prior written approval of the Department. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, involved with activities or events. Such factual publicity shall not imply that the involvement of the Department serves as an endorsement of the general policies, activities, or products of any other Party. Where factual publicity references the Department, it shall be accompanied by a disclaimer to the effect that no Department endorsement is intended. VAMSA may use the Department's logo, seals, flags, and other symbols only pursuant to a written determination by the Department that the proposed use by CMVF advances the aims, purposes, and mission of the Department. Department approval is not guaranteed and may be revoked for cause.

(d) The Department has not obtained any ownership interests in CMVF's, and CMVF's names, logos, and/or trademarks (collectively or individually, the Marks). The Department will obtain VAMSA's, VHWF's and CMVF's prior written approval to use the Marks.

(e) This Agreement is not intended to be an exclusive arrangement. The relationship established in this Agreement in no way limits the Department or CMVF from establishing similar relationships with any other entity.

(f) This Agreement does not represent any endorsement by the Department of the general policies, activities, or products of CMVF.

(g) Any publicity released by either Party concerning this MoA, the services or supports provided within, or any resulting outcomes, will be subject to prior approval of the other Parties.

(h) Each Party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MoA. One Party cannot commit any other to any cost, expense, or obligation.

(i) This MoA may not be assigned or otherwise transferred by any Party, in whole or in part, without the prior written consent of the other Party.

(j) The Department and any other Party will disclose data to one another only as permitted under applicable Federal or State law. The Parties will clearly identify any data or information that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act ("PIA"), Md. Code Ann., General Provisions Art., Title 4. Upon request from a third party under the PIA, the Department is required to make an independent determination whether the information must be disclosed. The Department may share confidential and/or proprietary information (Confidential Information) with any other Party for the purposes of implementing this MoA. The Department will identify such information as confidential and/or proprietary. The Parties will hold the Confidential Information received from and while working for the Department in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others; will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the Department; will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of this MoA; and will, upon request or upon termination of its relationship with the Department, deliver to the Department any drawings, notes, documents, equipment, and materials received from the Department or originating from its activities in the performance of this MoA.

(k) With regards to any copyrighted materials created during the performance of this agreement, VAMSA grants to the Department and the State of Maryland a paid-up, nonexclusive, irrevocable,

worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Department and the State of Maryland.

(l) CMVF shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of CMVF under this MoA.

This indemnification clause shall not be construed to mean that CMVF shall indemnify the Department against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

The Department has no obligation to provide legal counsel or defense to any other Party in the event that a suit, claim, or action of any character is brought by any person not party to this MoA against CMVF as a result of or relating to CMVF performance under this MoA.

The Department has no obligation for the payment of any judgments or the settlement of any claims against CMVF as a result of or relating to CMVF performance under this MoA.

CMVF shall immediately notify the Department of any claim or suit made or filed against VAMSA regarding any matter resulting from, or relating to, CMVF's activities under the MoA, and will cooperate, assist, and consult with the Department in the defense or investigation of any claim, suit, or action made or filed against the Department as a result of, or relating to, CMVF activities under this MoA.

This Section (l) shall survive termination of this MoA.

(m) All of the aforementioned limitations [(a) through (l)] shall apply equally to the Center for the Military and Veteran Family, as operated jointly by VAMSA and VHWF.

VII. DURATION, AMENDMENT, REVIEW, TERMINATION, DISPUTES:

A. This MoA will have a Period of Performance of three (3) years, followed by 3 consecutive option years. This MoA shall be reviewed annually to determine if the partnership is still needed, if the goals are being achieved, if expectations are being met, if the funds are raised and if the roles and responsibilities of each partner are being fulfilled.

B. Amendments must be executed in writing, signed by authorized representatives of all Parties. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

C. Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the Parties' POCs, the area(s) of disagreement will be reduced to writing by each Party and presented to the authorized officials on both sides for resolution. If settlement cannot be reached at this level, the MoA shall be terminated.

D. This agreement may be terminated in writing for either Party's convenience with 30 days' notice sent from the authorized representative of the terminating Party to the authorized representative of the other Party indicated in Section IX (Approvals).

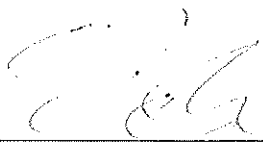
E. The law of Maryland shall govern the interpretation and enforcement of this MoA.

IX. APPROVALS

Maryland Department of Veterans And Military Families
Alliance

Veteran and Military Support

BY 

BY 

Tony Woods

Eric B. Johnson, Jr.

Secretary

Executive Director

Date: 25 OCT 24

Date: 10/10/2024

For form and legal sufficiency:

Veterans Health and Wellness Foundation

BY  10/25/24

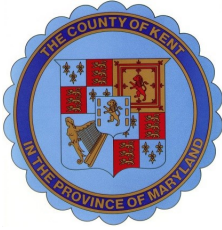
BY 

Steven Tiedemann

Dr. Evelyn Lewis

Assistant Attorney General

President and Chair



Patricia Merritt, Office of Finance, Jamie Williams, Director and Rose Osborn, Administrative Specialist, Economic and Tourism Development
12/3/2024
County Commissioners Meeting

Item Summary:

Short Term Rental Tax Update

ATTACHMENTS:

Description

Cover Page

1st Quarter Update



SHORT-TERM

== RESIDENTIAL RENTALS ==



SHORT TERM RENTAL TAX UPDATE

1st Quarter 2025

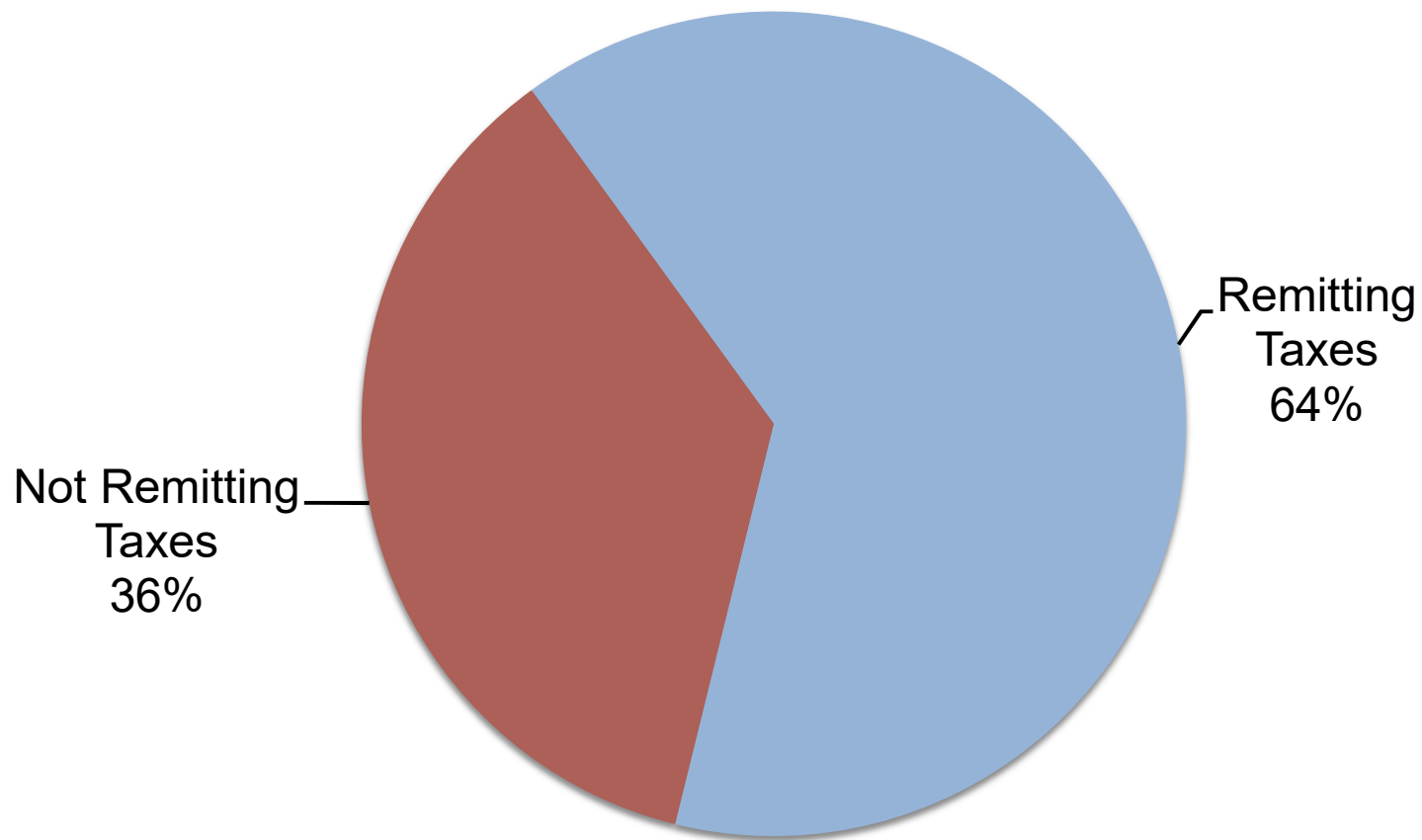
The Changes

- **Monthly reporting & payments**
- **Contracted with GovOs**
 - Identify short term rental properties
 - Create payment portal for reports and payments
 - Assist with outreach
 - Year 1 - \$23,847, Year 5 - \$28,987
- **Administrative fee to municipalities - 5% to 10%**

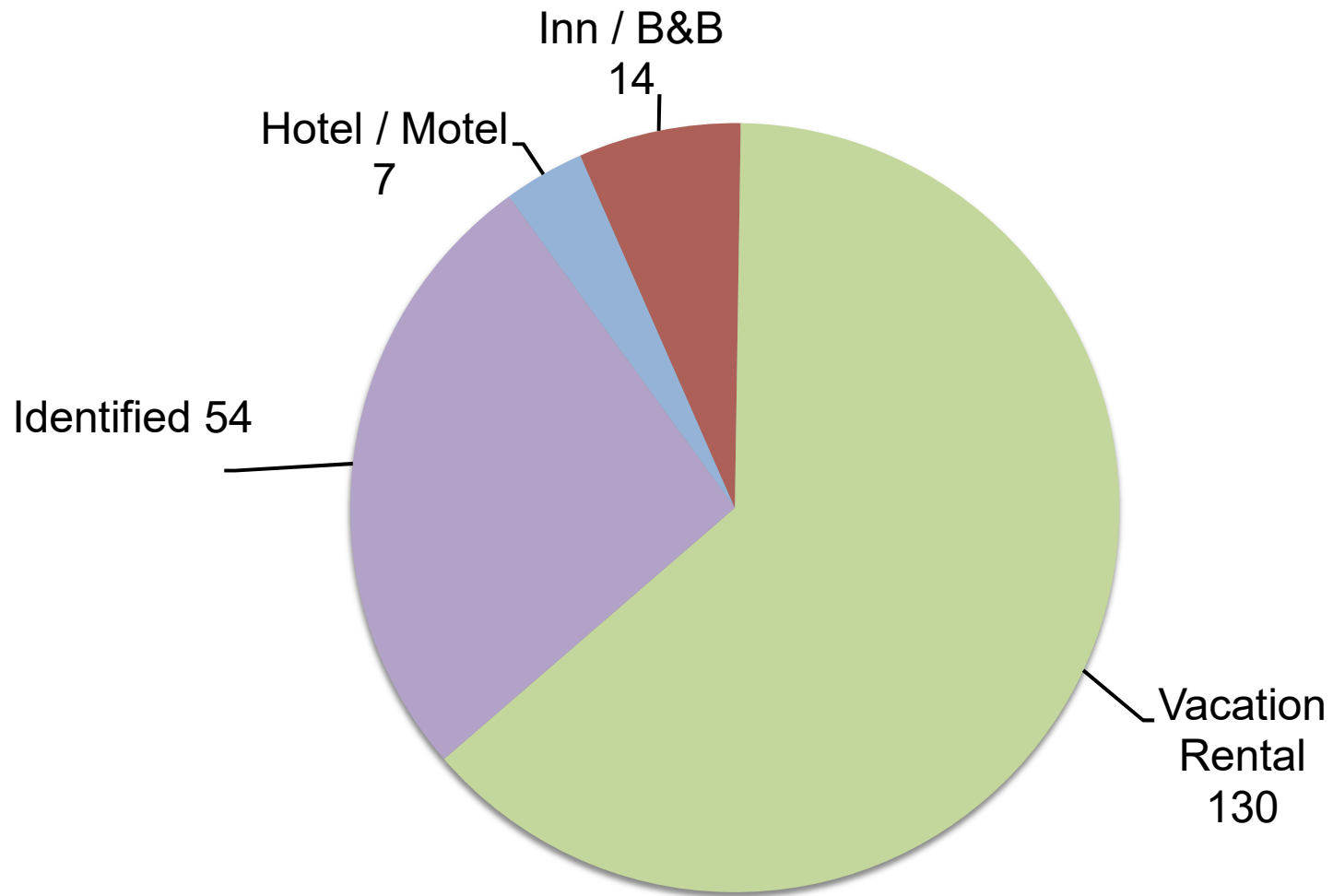
Our Progress

- **75 - Existing short term rental properties**
- **130 - Newly identified short term rental properties**
- **205 - Total short term rental properties**

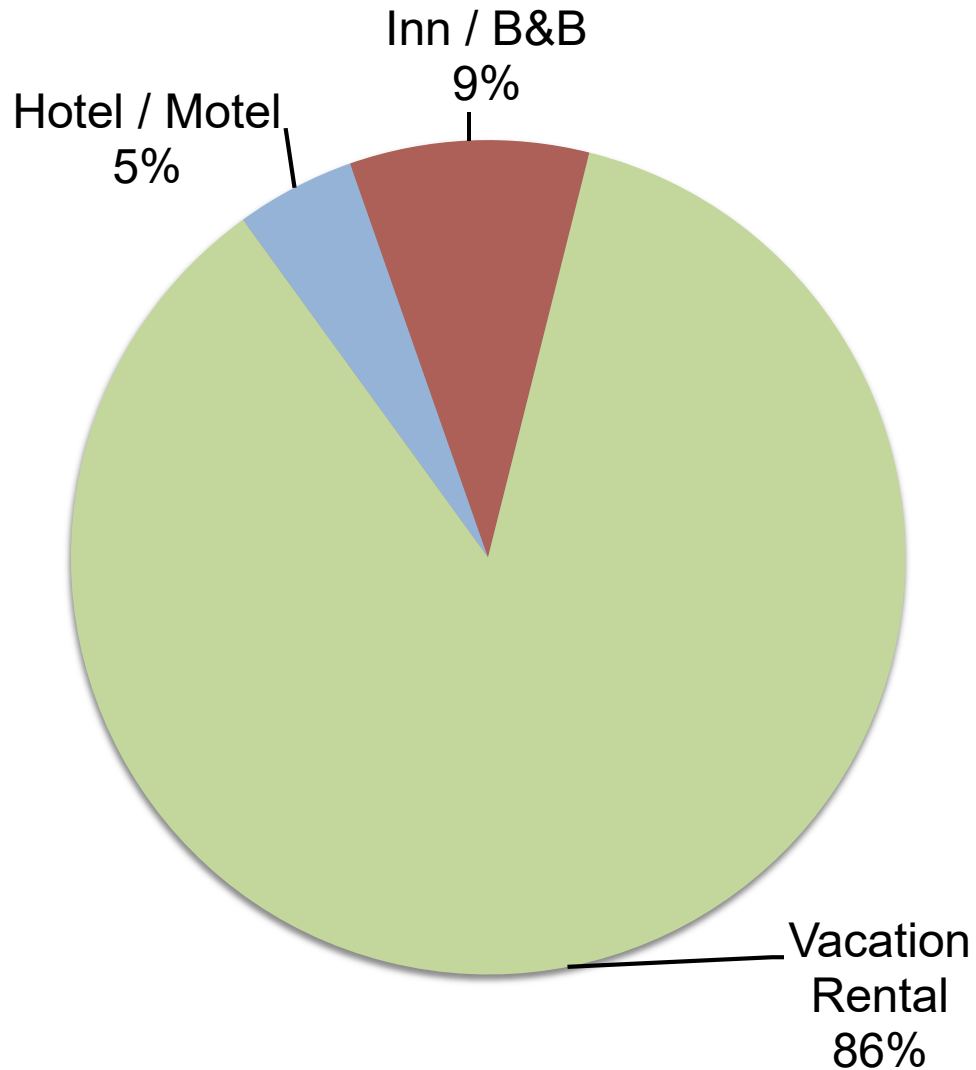
Newly Identified Properties



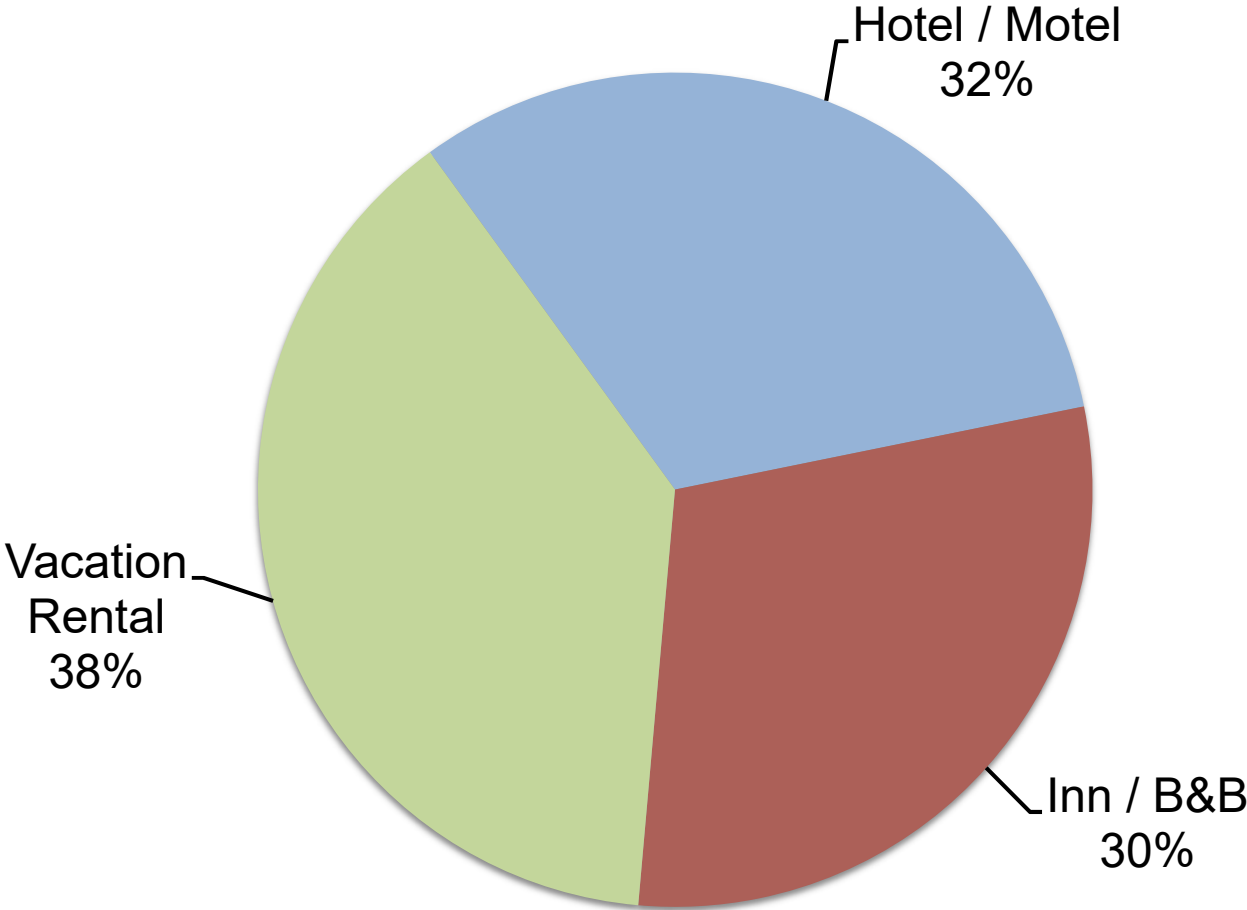
All Properties



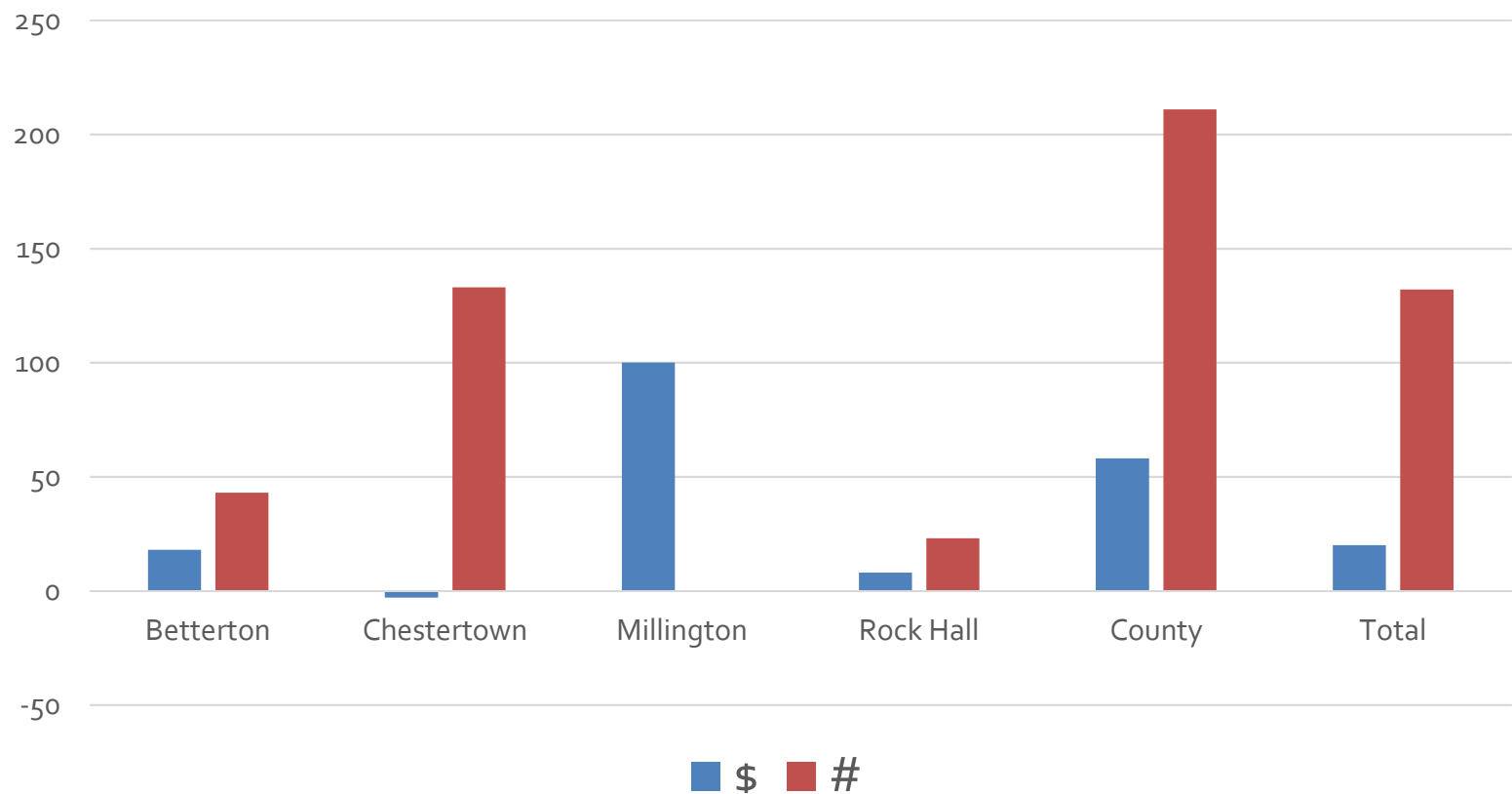
Properties Remitting Taxes By Category



Short Term Rental Tax by Category



1st Quarter Comparison



**Short Term Rental Tax
1st Quarter FY25 vs 1st Quarter FY24**

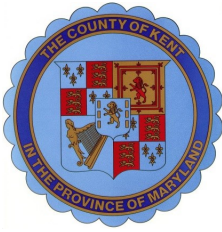
	\$ Comparison				# Comparison			
	2025 1st Qtr	2024 1st Qtr	\$ Inc / (Dec)	% Inc / (Dec)	2025 1st Qtr	2024 1st Qtr	# Inc / (Dec)	% Inc / (Dec)
Betterton								
Existing	2,708	2,868	(160)	-6%	7	7	-	0%
Less Admin Fee	(271)	(143)	(127)	89%				
New	859	-	859	100%	3	-	3	100%
Less Admin Fee	(86)	-	(86)	100%				
	3,210	2,724	486	18%	10	7	3	43%
Chestertown								
Existing	55,164	60,353	(5,189)	-9%	14	15	(1)	-7%
Less Admin Fee	(5,516)	(3,018)	(2,499)	83%				
New	6,832	-	6,832	100%	21	-	21	100%
Less Admin Fee	(683)	-	(683)	100%				
	55,797	57,336	(1,538)	-3%	35	15	20	133%
Millington								
Existing	179	-	179	100%	1	1	-	0%
Less Admin Fee	(18)	-	(18)	100%				
New	-	-	-	0%	-	-	-	0%
Less Admin Fee	-	-	-	0%				
	161	-	161	100%	1	1	-	0%

**Short Term Rental Tax
1st Quarter FY25 vs 1st Quarter FY24**

	\$ Comparison				# Comparison			
	2025 1st Qtr	2024 1st Qtr	\$ Inc / (Dec)	% Inc / (Dec)	2025 1st Qtr	2024 1st Qtr	# Inc / (Dec)	% Inc / (Dec)
Rock Hall								
Existing	40,613	40,393	220	1%	27	23	4	17%
Less Admin Fee	(4,061)	(2,020)	(2,042)	101%				
New	5,594	-	5,517	100%	19	-	19	100%
Less Admin Fee	(559)	-	(559)	100%				
	41,586	38,374	3,135	8%	46	23	23	100%
County								
Existing	42,307	42,230	77	0%	19	19	-	0%
Plus Admin Fee	9,866	5,181	4,686	90%				
New	21,435	-	21,435	100%	40	-	40	100%
Plus Admin Fee	1,328	-	1,328	100%				
	74,937	47,411	27,526	58%	59	19	40	211%
Total								
Existing	140,971	145,844	(4,874)	-3%	68	65	3	5%
Less Admin Fee	-	-	-	0%				
New	34,720	-	34,720	100%	83	-	83	100%
Less Admin Fee	-	-	-	0%				
	175,691	145,844	29,847	20%	151	65	86	132%

Annualized Projected Increase

FY24 Total	343,479
20% Increase	68,696



Dan Mattson, Director, Public Works
12/3/2024
County Commissioners Meeting

Item Summary:

Bayside Landing Marina Improvements Award

ATTACHMENTS:

Description

Cover Sheet

Contract - To Be Signed

Bayside Landing Marina Improvements





BAYSIDE LANDING MARINA IMPROVEMENTS CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this _____ day of November 2024, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Sweitzer Marine, LLC, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR All aforementioned inclusive work to be completed under this Contract can be found, in further detail, within the Contractor's Proposal (see Exhibit B) and the supporting Bid Documents in reference to the original Request for Proposal (see Exhibit A).
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin work covered by this Contract immediately following the date of receipt of the Notice to Proceed letter. All Contract work shall be completed within ninety (90) calendar days of the issuance of the Notice to Proceed.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in the cumulative sum of One Million, Seven Hundred Ninety-Four Thousand, Five Hundred Twenty Dollars (\$1,794,520.00), as calculated (combining Schedule A and Schedule B bid items) and quoted in Exhibit B.
6. **INVOICING PROCEDURES.** Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance regarding content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned.
7. **CONTRACT TERM.** This contract shall not have an extension option or any renewal options.
8. The Contract Documents include the following:

- A. Exhibit A - Request for Proposal Documents (which includes the County General Terms & Conditions).
- B. Exhibit B - Contractor’s Proposal.

- 9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents, further defined within Section 6.
- 10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
- 11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: _____
President
Kent County Commissioner’s Office

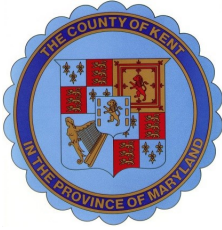
WITNESS/ATTEST

SWEITZER MARINE, LLC (CONTRACTOR)

By: _____

Title

Employer Identification Number (EIN)



Dan Mattson, Director, Public Works
12/3/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater Division

Worton Wastewater Plant Dewatering Equipment Purchase Contract Award

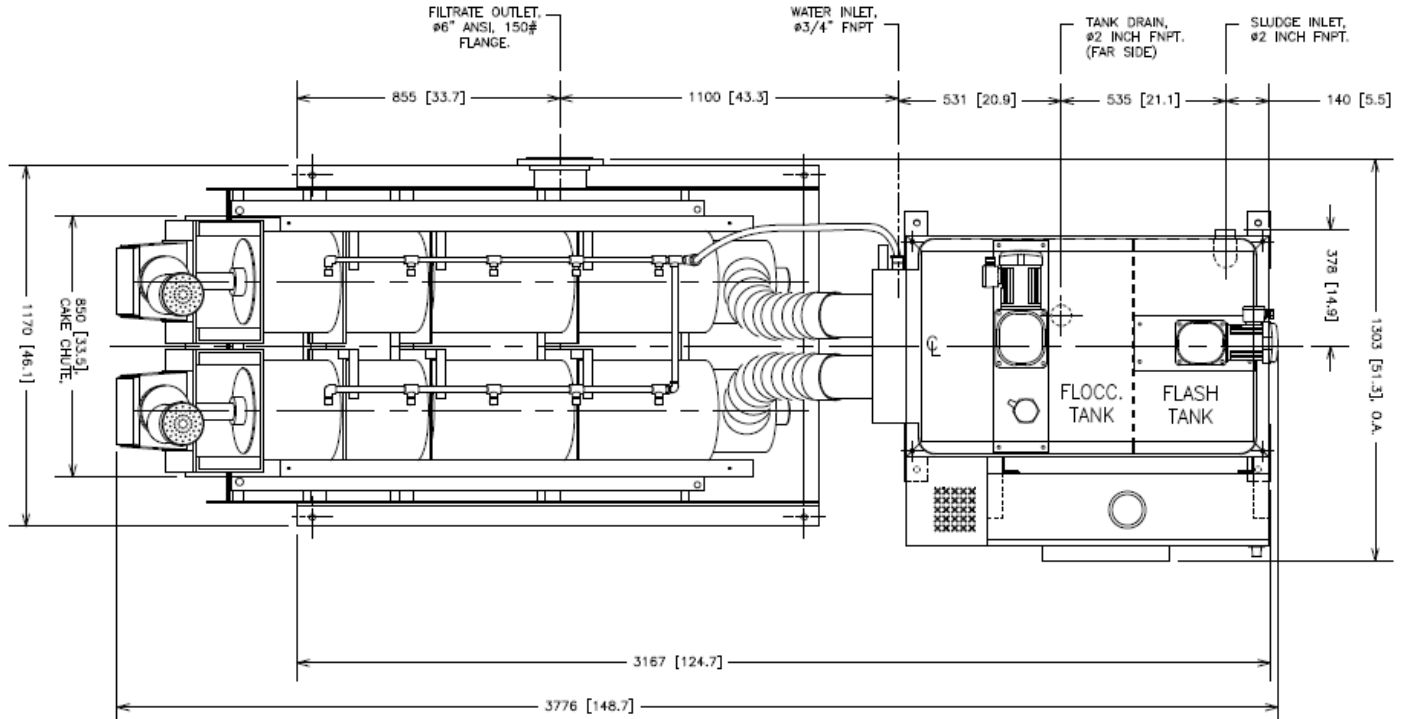
ATTACHMENTS:

Description

Cover Sheet

Contract with Exhibits

Worton WWTP Dewatering Equipment



 <p>PWTech PROCESS WASTEWATER TECHNOLOGIES</p>	<p>VOLUTE DEWATERING PRESS ES302 GA PLAN</p>	MODEL# PWT VDP ES302	SCALE
		DATE JULY 2016	NTS
		DRAWN PWTech Inc.	SHEET
		APPROV. ALEX DAVEY	2 OF 4
9004 YELLOW BRICK ROAD, SUITE D, ROSEDALE, MD 21237		PHONE: 410 238 7977	WEB: www.PWTech.us

CONTRACT

THIS CONTRACT, made this ____ day of _____ 2024, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Process Wastewater Technologies, LLC (PWTech, LLC), hereinafter referred to as the CONTRACTOR;

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will perform the manufacture and delivery of a Solids Dewatering Press to the Worton Wastewater Treatment Facility in accordance with the terms and conditions of the Request for Proposal #WW 25-03 for Dewatering Equipment Selection of Vendor Worton WWTP Dewatering Equipment Replacement.
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, an updated Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within 20 days after the date of receipt of the Notice to Proceed. Work shall be completed within 18 months of this agreement.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, Four Hundred Seventy Thousand Two Hundred Dollars (\$470,200.00).
6. The Contract Documents include the following:
 - a. Exhibit A - Request for Proposal #WW 25-03 for Dewatering Equipment Selection of Vendor Worton WWTP Dewatering Equipment Replacement.
 - b. Exhibit B - Contractor's Proposal dated October 16, 2024.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: _____
President of the Kent County Commissioners

PROCESS WASTEWATER
TECHNOLOGIES, LLC

By: _____

Title

Employer Identification Number

Exhibit A

+
+

COUNTY COMMISSIONERS OF KENT COUNTY MARYLAND

REQUEST FOR PROPOSAL

#WW 25-03

FOR

**DEWATERING EQUIPMENT
SELECTION OF VENDOR**

Worton WWTP Dewatering Equipment Replacement



Daniel F. Mattson
Director of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

NOTICE TO DEWATERING EQUIPMENT VENDORS

Worton WWTP Dewatering Equipment Replacement REQUEST FOR PROPOSAL Dewatering Equipment Selection of VENDOR

The County Commissioners of Kent County, MD hereby solicits the submittal of qualifications and PROPOSALS from interested manufacturers and suppliers of packaged Mechanical Dewatering Equipment to be used as the basis of design for the bidding documents associated with the Worton WWTP Dewatering Equipment Replacement Project.

Dewatering Equipment qualifications and PROPOSALS will be accepted by the Kent County Department of Public Works (OWNER), located at 709 Morgnec Rd., Chestertown, MD 21620 until 12:00 PM local time on Thursday October 17, 2024. Electronic submittal of PROPOSALS will be accepted.

GMB is providing engineering design services for the Worton WWTP Dewatering Equipment Replacement Project and will be assisting the Kent County Commissioners with the technical aspects of the Dewatering Equipment Pre-selection. Inquiries during the Dewatering Equipment Pre-selection process should be directed to GMB.

The intent of the selection process is to identify a VENDOR, and for the County to then pre-purchase equipment for installation by the General Contractor. Once awarded, the successful VENDOR will be issued a Purchase Order for their scope of supply and will then be required to compile a complete submittal package for GMB's review. Once approved, the submittal information will be used to finalize the Contract Documents, and the equipment will be released for fabrication.

The Kent County Commissioners may reject any PROPOSAL not in compliance with all prescribed procedures and requirements of this document. They also may cancel this solicitation or reject any or all PROPOSALS upon finding that it is in the best interest of the public to do so.

RFP selection documents can be obtained by requesting an electronic copy of the package from the ENGINEER. An optional Pre-PROPOSAL meeting will be held virtually by GMB on Thursday September 23, 2024 at 1:30 pm local time.

OWNER: Commissioners of Kent County, MD - Phone: 410-778-2600

- Daniel Mattson, P.E., Director of Public Works; dmattson@kentgov.org
- Chris Yiannakis, Superintendent; cyiannakis@kentgov.org

ENGINEER: George, Miles & Buhr, LLC - Phone: 410-742-3115

- Jim Hoageson, P.E., Senior Vice President, jhoageson@gmbnet.com
- Matt Hall, P.E., Project Engineer, mhall@gmbnet.com

PROPOSALS to be sent to the below contact. Electronic submittals will be accepted.

Kent County Department of Public Works
709 Morgnec Rd., Chestertown, MD 21620
Attn: Jessica Conner, jconner@kentgov.org

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SECTION 5 - ATTACHMENTS

PROPOSAL
CONTRACT
VENDOR References

SECTION 6 – TERMS AND CONDITIONS

General Terms and Conditions of Contract
Supplemental Terms and Conditions

SECTION 7 – SPECIFICATIONS

01100 Summary of Work and General Requirements
01300 Submittals
01400 Testing of Equipment and System
11365 Sludge Dewatering System

SECTION 8 – DRAWINGS

SHEET NO. C1.0 SITE PLAN AND EXISTING CONDITIONS
SHEET NO. D1.0 EXISTING DEWATERING DEMOLITION
SHEET NO. EX1.0 ROOM AREA RESERVED FOR PROPOSED EQUIPMENT

SECTION 1 – INSTRUCTIONS FOR OFFERORS

1.1 General

1. The Commissioners of Kent County, MD (the OWNER) are soliciting PROPOSALS to select a Dewatering Equipment VENDOR for the Worton WWTP Dewatering Equipment Replacement Project.
2. The Contract with the successful OFFEROR, also referred to as Dewatering Equipment VENDOR, will remain assigned to the OWNER. The Dewatering Equipment VENDOR will be required to coordinate with; the ENGINEER to compile the Construction Contract Documents, and the General CONTRACTOR during construction to provide a fully functional and operational dewatering system.
3. The selection resulting from this RFP is contingent upon Construction Permit Approval from the State of Maryland.
4. OFFERORS shall provide all equipment and services to meet the requirements requested by this RFP and the successful OFFEROR shall remain responsible for contract performance including the startup, commissioning, and performance testing of the equipment provided.

1.2 Point of Contact (POC)

The point of contact for the OWNER, for purposes of this solicitation prior to the award of any Contract is the ENGINEER at the address listed below:

George, Miles, and Buhr, LLC
206 West Main Street
Salisbury, MD 21801
Phone Number: 410-742-3115

- Jim Hoageson, P.E., jhoageson@gmbnet.com
- Matt Hall, P.E., mhall@gmbnet.com

1.3 Pre-PROPOSAL Meeting

A pre-PROPOSAL meeting will be held virtually by GMB on Thursday September 23, at 1:30 pm local time. The pre-PROPOSAL meeting scheduled for this project is not mandatory. Please contact Sheryll Harrold, sharrold@gmbnet.com, for log in information to attend the virtual pre-PROPOSAL meeting.

1.4 Questions and Request for Information

Written questions from prospective OFFERORS will be accepted by the POC. Questions to the POC shall be submitted via e-mail.

Questions should be submitted to the POC email in a timely manner at least ten (10) days prior to the RFP due date. The last day questions will be accepted is Monday October 3, 2024 by 12:00 pm local time. POC based on the availability of time to research and communicate an answer, and

in its sole discretion, shall decide whether an answer can be given before the RFP due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to the potential OFFERORS that have received a copy of the RFP. Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers are not binding, and reliance should not be placed on the same.

If it becomes necessary to revise this RFP before the due date for PROPOSALS, The POC shall endeavor to provide addenda to all prospective OFFERORS that were sent this RFP, or which are otherwise known by the POC to have obtained this RFP.

1.5 PROPOSALS Due Date, Time and Duration

PROPOSALS, in the format set forth in Section 3 must be received by The OWNER at the address listed on the **Notice to Dewatering Equipment Vendors**, no later than the time stipulated to be considered. Requests for an extension of this time or date will not be granted. OFFERORS mailing PROPOSALS should allow sufficient mail delivery time to ensure timely receipt. PROPOSALS received after the due date and time will not be considered. PROPOSALS may be modified or withdrawn by written notice received by the OWNER before the time and date set forth in this section for receipt of PROPOSALS. PROPOSALS will be accepted electronically to the email address indicated in the advertisement. All PROPOSALS will be opened and publicly read by designated OWNER'S staff. OFFERORS and other interested parties are invited to attend these public forums.

All price PROPOSALS shall be irrevocable for a period of ninety (90) days, the time may be extended by mutual agreement between the OWNER and the OFFEROR.

1.6 Addenda

Addenda, if any will be emailed to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace. Copies of Addenda will be made available for inspection wherever PROPOSAL documents are on file for that purpose.

Addenda may be issued to prospective OFFERORS, but in no case less than at least four (4) days before the due date. It is OFFERORS responsibility to make sure all addendums are included and acknowledged in their PROPOSAL. Failure to acknowledge receipt of an addendum does not relieve the OFFEROR from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.7 Contract Type

The Contract that results from this RFP will be an agreement for the OFFEROR to supply equipment and provide services as specified and at the prices stated in the OFFERORS Price PROPOSAL. The OFFEROR will also be required to coordinate with the construction Contractor, also referred to as Installation Contractor (IC) for the **Worton WWTP Dewatering Equipment Replacement** project.

1.8 Contract Duration

The duration of the Contract will be for a period of approximately 18-months from the date of the agreement for this pre-selection Contract. The Contract Duration shall be for the finalization of the Construction Contract Documents, Dewatering Equipment Submittal Review, Equipment

Manufacturing, Delivery, Startup, and a minimum one (1) year warranty correction period from the date of commissioning.

1.9 Site Visit

VENDOR shall visit the site of the Worton WWTP at his/her own discretion. The VENDOR shall contact Kent County Superintendent Chris Yiannakis, to schedule a site visit during normal business hours.

Worton WWTP
25300 Chinquapin Rd., Worton, MD 21678
Chris Yiannakis: 410-778-2600 or cyiannakis@kentgov.org

1.10 Confidential Information

OFFERORS should give specific attention to the identification of those portions of its PROPOSAL that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Owner.

OFFERORS are advised that, upon request for this information from a third party, the OWNER is required to make its own determination whether the information must be disclosed.

1.11 Award

Selection of the Dewatering Equipment VENDOR will be awarded to the OFFEROR submitting the PROPOSAL with the highest score as determined by the OWNER and GMB, considering price and evaluation factors set forth in this RFP for providing the goods and services as specified in this RFP.

The OWNER reserves the right, at its sole discretion; to award a contract based upon the written proposal received without prior discussions or negotiations.

The OWNER also reserved the right to negotiate further terms of the contract, including the award amount, with the selected OFFEROR prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the OWNER may negotiate a contract with the next selected OFFEROR, so on. The OWNER reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

Only one Dewatering Equipment VENDOR will be selected for the scope included in this RFP.

1.12 Cancellations / Investigation

The OWNER, in its discretion, reserves the right to cancel this RFP, accept or reject all PROPOSALS, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified OFFERORS.

The OWNER may make such investigations it deems necessary to determine the ability of the Dewatering Equipment VENDOR to perform the work and the OFFEROR shall furnish to OWNER

all such information and data for this purpose as requested. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such Dewatering Equipment VENDOR fails to satisfy the OWNER that such VENDOR is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.

1.13 Sales Tax

VENDOR prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials as applicable.

1.14 Presentation

OFFERORS may be required to make oral presentations to the OWNER and its representatives. OFFERORS must confirm in writing any substantive oral clarification of, or change in, their PROPOSALS made during discussions. Any such written clarifications or changes then become part of the OFFERORS PROPOSAL and are binding if the Contract is awarded. If necessary, the OWNER will notify OFFERORS of the time and place of oral presentations.

1.15 Expenses

The OWNER will not be responsible for any costs incurred by any OFFEROR in preparing and submitting a PROPOSAL, in making an oral presentation, in providing a demonstration, or in performing any other activities related to this solicitation.

1.16 OFFEROR Responsibilities

The selected OFFEROR shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the PROPOSAL must be included in the OFFERORS PROPOSAL.

If an OFFEROR that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the OFFEROR, including but not limited to references, minimum qualifications, and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the OFFEROR, unless the parent organization will guarantee the performance of the subsidiary.

OFFEROR is responsible for inspecting the site at their own discretion and responsible for all logistical considerations and for reading and being thoroughly familiar with this RFP.

1.17 Substitution of Personnel

Unless substitution is approved as outlined herein, key personnel shall be the same personnel proposed in the Dewatering Equipment VENDORS Technical PROPOSAL, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical PROPOSAL. Key personnel may not be removed by the Dewatering Equipment VENDOR from working under this Contract, as described in the RFP or the Dewatering Equipment VENDORS Technical PROPOSAL, without the prior written approval of OWNER.

1.18 Contractual Terms

By submitting a PROPOSAL in response to this RFP, an OFFEROR, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP. Any exceptions to this RFP or the Contract shall be clearly identified in the Technical PROPOSAL. A PROPOSAL that takes exception to any of these terms may be rejected at OWNER's sole discretion. All OWNER contracts are subject to the OWNER's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.

By submitting a PROPOSAL in response to this RFP, the OFFEROR acknowledges that All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the County Public Local Laws (CPLL) and it is familiar with the OWNERS Code of Ethics, CPLL Chapter 29. A copy of the code is available on the County internet site <http://kentcounty.com/government>.

1.19 PROPOSAL Certifications

By submitting a PROPOSAL in response to this RFP, the OFFEROR, if awarded the contract, certifies that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

OFFEROR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 1.18:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.20 Most Cost Effective and Best Value

The most cost effective and best value shall be based on criteria set forth in this RFP including, but not limited to, the initial price, the total cost of operating, maintaining and supporting the equipment process, the assessed technical merit of the PROPOSAL, the Dewatering Equipment VENDOR and system suppliers and manufacturer's past performance, and the assessed likelihood of performing the requirements of this RFP on time and over the life of the contract with high quality, reliability and in a manner that best achieves the mission and objectives required of OWNER and serving the service area water customers. The information requested herein and submitted by the OFFERORS will be used for this evaluation.

SECTION 2 – SCOPE OF WORK

2.1 Background and Purpose

OWNER is replacing their existing mechanical dewatering unit at their **Worton Wastewater Treatment Facility** for the purpose of dewatering activated sludge from their wastewater treatment process. The Worton Wastewater Treatment Plant is located at 25300 Chinquapin Rd. Worton, MD 21678 on tax map/grid/parcel – 28/0002B/0144.

OWNER has selected to utilize volute press type mechanical dewatering equipment to dewater their waste sludge from their membrane bioreactor treatment process. The existing mechanical dewatering equipment has proven to be ineffective and is proposed for complete removal and replacement.

OWNER has chosen to pre-select the Dewatering Equipment VENDOR prior to finalizing the construction document and bidding of the project for construction. This approach will minimize current lead times for major equipment items and its impact on construction timelines. The method to be used by the OWNER to select the Dewatering Equipment will be based on the selection matrix outlined herein, to quantify the best-suited VENDOR and equipment for the facility.

OFFERORS shall submit their PROPOSALS for the Dewatering Equipment for the Worton WWTP in accordance with this Request for PROPOSALS and the attached exhibit drawings and specifications.

The intent of this effort is to select the equipment best suited for the application, in accordance with the selection matrix, and not solely identified by the lowest cost offering.

2.2 Scope of Work - Requirements

OFFERORS are responsible to configure a cost-effective Dewatering system that meets the project design conditions and to submit a complete PROPOSAL containing all the information requested so OWNER can evaluate the PROPOSAL on its merit and the procedure outlined herein.

The Successful OFFEROR shall furnish the equipment and services for the Dewatering Equipment System being proposed, complete and with appurtenances and accessories for the OWNER Worton WWTP Dewatering Equipment to fulfill the project requirements and schedule as specified herein.

OFFERORS shall refer to the specific project requirements outlined, specified, and/or shown on the drawings.

1. Specification Section 01100 includes the pre-select parameters and information to be included with the OFFERORS Technical PROPOSAL.
2. The quantities and design capacity of each unit process is listed in the Specifications and Design Criteria listed on the exhibit Drawing.
3. Specification Section 11365 – Sludge Dewatering System provides a summary of Dewatering related equipment and controls to be supplied and services to be performed by the Dewatering Equipment VENDOR.

4. The Dewatering Equipment VENDOR is also responsible for furnishing and providing the Process Control System for the full dewatering system and sludge cake conveying and loadout system.
5. All programming and controls shall be by Dewatering Equipment VENDOR as specified.

2.3 Scope of Work - Minimum Qualifications

The OFFEROR must provide proof with its Technical PROPOSAL that the minimum qualifications as listed in Specification 01100 and Specification 11365 are satisfied.

1. The OFFEROR shall have a minimum of ten (10) years' experience and list five (5) municipal installations comparable in size and flow rate to that specified herein. The OFFEROR shall provide its Technical PROPOSAL (company name, project name, time frame of project, level of responsibility, results achieved and reference contact name, phone number & email address) attesting to the OFFERORS experience. Refer to Specification 01100 and Attachment R.
2. Accept responsibility for the satisfactory start-up and operation of the entire dewatering equipment system, after acceptable installation checkout and commissioning efforts.
3. Guarantee for a period of one (1) year following the date of Installation Contractor Substantial Completion acceptance that all equipment is free from defects in design, materials, and workmanship. Furnish replacement parts for any defective component at no cost to the OWNER.

SECTION 3 – PROPOSAL FORMAT

3.1 PROPOSAL

1. The PROPOSAL shall be sealed and contain an unbound original, three (3) printed copies and an electronic version (USB flash drive). The submittal shall be labeled on the outside with the following:
 - a. The RFP Title
 - b. Name and address of the OFFEROR
2. The electronic version (USB flash drive) of the PROPOSAL is to be in a searchable Adobe.pdf format.

3.2 Delivery

OFFERORS may either mail, hand-deliver or email PROPOSALS.

1. For U.S. Postal deliveries, any PROPOSAL that has been received by OWNER by the time and date listed in the RFP will be deemed to be timely. For U.S. Postal delivery, GMB recommends that OFFERORS use Express Mail, Priority Mail, or Certified Mail as these are forms for which both the date and time of receipt can be verified.
2. PROPOSAL can be hand delivered to OWNER in Chestertown, MD at the address

provided. For any type of direct (non-mail) delivery, OFFERORS are advised to secure a dated and request signed (or otherwise indicated) receipt of delivery.

3. PROPOSAL can be emailed as one fully compiled searchable Adobe.pdf to jconner@kentgov.org. The OFFEROR shall request acknowledgment from OWNER for receipt of the full PROPOSAL. Appropriate time shall be allotted to confirm acknowledgment that the full PROPOSAL was received.

3.3 Format of PROPOSAL

PROPOSAL text shall be 8 1/2" x 11" size format with all standard font no smaller than 11-point. Submissions should be one-sided. Drawings shall be no larger than 12" x 18" size and scale provided along with clear indication of the paper size.

PROPOSALS shall be clearly labeled to include the format described below. Tabs or blank sheet dividers are preferred sectioning each area as follows:

SECTION 1	Cover Letter
SECTION 2	Background, Experience and History of Operating Facilities
SECTION 3	Scope of Work and Supply
SECTION 4	Price PROPOSAL (See attachment P)
SECTION 5	Provide References (See attachment R)

The OFFEROR shall be prepared to provide financial statements if requested by the OWNER. Financial statement would need to include commonly accepted methods to prove its fiscal integrity. If requested the OFFEROR shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). At the time of PROPOSAL submittal, financial statements are not required.

SECTION 1 – COVER LETTER:

OFFERORS shall include a cover letter signed by a party authorized to sign binding agreements on behalf of the OFFEROR. The cover letter should provide an overview of the key components of the submittal. The letter should clearly indicate that the OFFEROR has carefully read all the requirements in the RFP and indicate whether the OFFEROR takes any exceptions to the requirements.

SECTION 2 – BACKGROUND, EXPERIENCE AND HISTORY OF OPERATING FACILITIES:

This section of the PROPOSAL is for the OFFEROR to establish its ability and experience to fulfill the requirements specified in the RFP. The OFFERORS' background should be concise and clear and include descriptive information regarding the services delivered. The OFFEROR shall clearly provide and submit any minimum qualifications documentation that may be required. Minimum qualifications and information to be submitted are set forth in Specification Section 01100 – Summary of Work and General Requirements.

SECTION 3 - SCOPE OF WORK AND SUPPLY:

All PROPOSALS shall include a detailed description of the services to be rendered, including, but not limited to a written general understanding and any deviations to the

requirements outlined in the Scope/Statement of Work contained herein and as set forth in Specification Section 01100 – Summary of Work and General Requirements. The OFFEROR shall provide the minimum information listed in Section 01100 with their technical PROPOSAL. OFFERORS shall also clearly list any items required but not included in their scope.

Any OFFEROR taking an exception to the stated specification or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the PROPOSAL. The OWNER is not obligated to accept any PROPOSAL not in conformance with RFP Specifications and may reject such PROPOSALS without comment or review. OFFERORS taking such exceptions do so at their own risk.

SECTION 4 – PRICE PROPOSAL (See Attachment P):

The Price PROPOSAL should contain all price information in the format specified in Attachment-P.

Guarantee for a period of one (1) year following the date of Installation Contractor (IC) Substantial Completion acceptance that all equipment is free from defects in design, materials, and workmanship. Furnish replacement parts for any defective component at no cost to the OWNER. Accept responsibility for the satisfactory operation of the entire filtration system and equipment.

Cost of travel and accommodations for the VENDORS staff and suppliers and subcontractors attending site meetings, design meeting, assisting Installation Contractor and providing all technical services for the required days and trips as specified shall also be included in this Price PROPOSAL.

SECTION 5 – REFERENCES:

References shall be submitted in the References Section (See Attachment R). Furnish proof of successful operating experience during the last ten (10) years on five (5) municipal installations comparable in size and flow rate to that specified herein.

SECTION 4 – COMMITTEE, CRITERIA, SELECTION AND AWARD PROCEDURE

4.1 Selection/Award

OWNER and the ENGINEER will review and evaluate the PROPOSALS and will conduct its evaluation of the merits of the PROPOSALS and score PROPOSALS in accordance with the following criteria. Refer to Section 01100 for description and detail of each criterion.

4.2 Criteria

Criteria and Rating Points	
1. Dewatering System and Equipment	15
2. Experience & References	10
3. System Operation	5
4. System Maintenance	5

5. Process Control	5
6. Terms and Conditions	5
7. VENDOR Services	5
8. Capital Cost	50
Total Points	100

1. The OFFEROR submitting the PROPOSAL with the highest score as determined by the OWNER and ENGINEER, considering price and evaluation factors set forth in this RFP for providing the goods and services as specified in this RFP will be selected and included in the contract of the Installation Contractor.
2. OFFERORS may be required to make presentations to OWNER. Following the presentation, OFFERORS must confirm in writing any clarification of, or change in, their PROPOSALS made during discussions. Any such written clarifications or changes then become part of the OFFERORS PROPOSAL and are binding if the Contract is awarded. The OWNER will notify OFFERORS of the time and date of presentations (if needed).

4.3 Proposed Project Schedule

The **tentative** schedule for the entire project including final design, project bidding for construction, construction, start-up, performance testing, acceptance, and one-year correction period is as follows. An updated schedule will be prepared during the document preparation and bidding phase.

9/12/24	Dewatering Equipment VENDOR RFP Advertised
10/3/24	Questions Due in Writing to the ENGINEER.
10/17/24	Dewatering Equipment VENDOR RFP Due
10/31/24	Recommendation and Award
January 2025	VENDOR Design coordination & incorporation in construction
February 2025	Construction Contract Bidding & Award
April 2025	VENDOR Dewatering Equipment Shop Drawing Approval
April 2025	Construction Notice to Proceed
July 2025	Pressure Filter Equipment delivery
August 2025	Construction Substantially Complete
September 2025	Testing and Training Complete
September 2027	End of one-year warranty

4.4 Agreement Required upon Notice of Award

Upon receipt of a notification of award for selection, the OFFEROR shall complete and submit within five (5) working days, unless noted otherwise, three (3) copies with original signatures of the Contract (see Form of Contract, Attachment FC).

SECTION 5
ATTACHMENTS

PROPOSAL FORM

CONTRACT FORM

REFERENCES FORM

PROPOSAL

FORM

The undersigned **VENDOR** proposes and agrees, if this **PROPOSAL** is accepted, to enter into an Agreement with **OWNER** in the form included in the RFP to perform all **WORK** as specified or indicated in the RFP for the prices and within the times indicated in this **PROPOSAL** and in accordance with the other terms and conditions of the RFP.

VENDOR accepts the terms and conditions of the Instructions to **OFFERORS**. This **PROPOSAL** will remain subject to acceptance for 90 days after the **PROPOSAL** opening, or for such longer period that **VENDOR** may agree to in writing upon request of **OWNER**.

VENDOR represents that:

- A. **VENDOR** has examined and carefully studied the RFP, and any data and reference items identified, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. **VENDOR** is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the **WORK**.
- C. **VENDOR** has considered the information known to **VENDOR** itself; information commonly known to contractors doing business in the locality of the Site; with respect to the effect of such information, and observations on (1) the cost, progress, and performance of the **WORK**; (2) the means, methods, techniques, sequences, and procedures for goods and services to be provided. **VENDOR** agrees, based on the information and observations referred to above that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this **PROPOSAL** or for performance of the **WORK** at the price **PROPOSAL** and within the times required, and in accordance with the other terms and conditions of the RFP.
- D. **VENDOR** is aware of the general nature of **WORK** to be performed by Owner and others at the Site that relates to the **WORK** as indicated in the RFP.
- E. **VENDOR** at its own discretion may visit the Site.
- F. **VENDOR** has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that **VENDOR** has discovered in the RFP Documents and confirms that the written resolution thereof by Engineer is acceptable to **VENDOR**.
- G. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the **WORK**.

- H. The submission of this PROPOSAL constitutes an incontrovertible representation by VENDOR that VENDOR has complied with every requirement, and that without exception the PROPOSAL and all prices in the PROPOSAL are premised upon performing and furnishing the WORK required by the RFP.

VENDOR certifies that:

- A. This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. VENDOR has not directly or indirectly induced or solicited any other VENDOR to submit a false or sham PROPOSAL;
- C. VENDOR has not solicited or induced any individual or entity to refrain from submitting a PROPOSAL; and
- D. VENDOR has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the RFP process;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the RFP process to the detriment of Owner, (b) to establish PROPOSAL prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more VENDORS, with or without the knowledge of Owner, a purpose of which is to establish PROPOSAL prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the RFP process or affect the execution of the Contract.

VENDOR will complete the WORK in accordance with the RFP for the following price(s):

SCHEDULE A – LUMP SUM PRICES PROPOSAL

Item No.	Description	Lump Sum Price
A1	<p>Dewatering Equipment and auxiliary Systems such as, sludge conditioning tank(s), polymer system, flowmeter, conveyors, piping, valves, and all other auxiliary components of the Dewatering Equipment package related items delivered to the site. Please Note: The OWNER has requested the existing sludge feed pump be reused.</p> <p>Included in this item is a trained field service technician provided for a period of three (3) consecutive 8-hour days during construction. The service technician shall assist the equipment installer or subcontractor with technical advice on the installation of the major components of the treatment equipment.</p>	
A2	<p>The Dewatering Equipment Control System complete including PLC, panels, hardware, software, I/O panels System, delivered to the site, tested, started and made complete for continuous operation in accordance with the Specifications. Please Note: Existing sludge feed pump power and control to be fed from proposed panel.</p> <p>Include in this item startup, testing, trouble shooting of control system.</p>	
A3	<p>Upon completion of the installation, the services of the factory trained field service technician shall be provided for a period of four (4) consecutive 8-hour days to check the completed installation, make any required adjustments, and place the system in satisfactory operation. In addition, the manufacturer shall provide the services of the factory trained field service technician for a period of one (1) 8-hour day for instructing the plant operating personnel in the proper care and operation of the equipment.</p>	
A4	<p>Technical Assistance to the Engineer / OWNER through design and completion of contract.</p>	
A5	<p>Shop Drawing, Submittal and Operation & Maintenance Manuals Preparation as specified in Specification Section 01300.</p>	
Total Items A1 to A5 Schedule A		\$

TOTAL BASE PROPOSAL (SCHEDULE "A"): Dollars \$(_____.)

Amount as Written

Attachments to this PROPOSAL

The following documents are submitted with and made a condition of this PROPOSAL.

- A. Evidence of authority to do business in the state of Maryland; or a written covenant to obtain such license within the time for acceptance of PROPOSALS; and
- B. Required VENDOR Qualification Statement with supporting data.

PROPOSAL SUBMITTAL

VENDOR: *[Indicate correct name of entity]*

By:
[Signature] _____

[Printed name] _____
(If VENDOR is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Contact e-mail address and Name:

VENDOR's License No.: _____
(where applicable)

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DEWATERING EQUIPMENT SELECTION OF VENDOR CONTRACT

BETWEEN COUNTY & CONTRACTOR

THIS CONTRACT, made this _____ day of _____ 2024, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Contractor _____, hereinafter referred to as the VENDOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions of Contract Between County and Contractor, as provided by the OWNER, the VENDOR to supply the Dewatering System described herein and be bound by the terms of this Contract.

The general objective of this Contract is that the VENDOR shall supply a Sludge Dewatering System and appurtenances at the Worton WWTP Dewatering Equipment Replacement Project. After installation by the installation contractor and certification by the VENDOR, the VENDOR shall participate in the startup and testing of the Sludge Dewatering System and followed by technical support and warranty services during the first one year of operation.

To this end, the VENDOR agrees to supply the equipment described in the Request for Proposal, including all service and support requirements, VENDORS Price Proposal all of which are attached hereto and are expressly incorporated and made a part of this Contract.

2. The VENDOR agrees to coordinate all work under this Contract with the INSTALLING CONTRACTOR chosen through a subsequent invitation for bids who will install the equipment and construct the WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT.
3. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Insurance certifying that the CONTRACTOR carries comprehensive, general liability insurance coverage through a policy which protects the OWNER, and names the OWNER as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
4. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
5. **COMPLETION OF WORK.** VENDOR understands that there may be a period up to 12 months before the INSTALLING CONTRACTOR will be given Notice-To-Proceed to begin installation of the Dewatering System. VENDOR understands and agrees that no work shall be performed by it until a Notice to Proceed is issued by the OWNER. The OWNER at its sole discretion may terminate this Contract at any time before it issues a Notice to Proceed without further obligation or liability to the VENDOR.

6. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work,
_____ Dollars and cents (\$_____)

7. CONTRACT RENEWAL. This contract shall not have the option for renewal.

8. The Contract Documents include the following:

- A. Exhibit A Request for Proposal with Addendums.
- B. Exhibit B General and Supplemental Terms & Conditions of Contract Between County and Contractor
- C. Exhibit C VENDOR's Proposal

9. The OWNER will pay to the CONTRACTOR in the manner as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents and at such times as follows:

- 1st VENDOR Shop Drawing Submittals
- 2nd Design support services
- 3rd INSTALLING CONTRACTOR Shop Drawing Approval
- 4th Material Delivery,
- 5th O & M's and Installation Certification
- 6th Start-Up, Training and Testing

10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12. The following individuals are designated as Contract Representatives for their respective parties (names and addresses):

VENDOR:

OWNER:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: _____
President

VENDOR

By: _____

Title

Employer Identification Number (EIN)

REFERENCES

1. Project Name and Description: _____
Reference Name: _____
Title: _____
Email: _____
Telephone: _____
Describe Scope of Supply and Services, Cost and Performance: _____

2. Project Name and Description: _____
Reference Name: _____
Title: _____
Email: _____
Telephone: _____
Describe Scope of Supply and Services, Cost and Performance: _____

3. Project Name and Description: _____
Reference Name: _____
Title: _____
Email: _____
Telephone: _____
Describe Scope of Supply and Services, Cost and Performance: _____

4. Project Name and Description: _____
Reference Name: _____
Title: _____
Email: _____
Telephone: _____
Describe Scope of Supply and Services, Cost and Performance: _____

5. Project Name and Description: _____
Reference Name: _____
Title: _____
Email: _____
Telephone: _____
Describe Scope of Supply and Services, Cost and Performance: _____

Add additional pages as necessary.

SECTION 6

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT

SUPPLEMENTAL TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR**

("General Conditions")

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 sufficient 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 arising 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 DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, 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 DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING 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 DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause 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 DIRECTOR OF PURCHASING. 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;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

- (9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and
- (10) issue notices 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 AND 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 DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. 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 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 in the contract, including any terms, conditions, documents or exhibits thereto, and these General 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 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 in the contract documents.

F. *All goods shall be merchantable and fit for the particular purpose ordered or purchased, and 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. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General 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 among the contract documents, such matters shall be resolved in favor of the following priorities:

- a. *Any term or condition specifically provided for in a contract 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 interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.*
- c. *These General 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 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, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

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 Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

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 costs, 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 keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including 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 DIRECTOR OF PURCHASING 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 (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 Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, 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 that would be incurred by the County, whether the costs are actually incurred or not, 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, which costs or items acquired by such costs 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 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.

SECTION 6A – SUPPLEMENTAL TERMS AND CONDITIONS

TERMS AND APPLICABILITY

The provisions herein are appended to the General Terms and Conditions of Contract Between County and Contractor. This document and the General Conditions are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the Terms and Conditions contained herein and the General Conditions then the General Conditions shall govern and control the Contract.

Note: The number of each Supplemental Terms and Conditions below references the numbered Article in the General Conditions.

Specific terms used in this document have the following definitions:

- (a) "Contract" means the executed document to which the Supplemental Terms and Conditions contained herein are appended and incorporated into the General Conditions.
- (b) "Contractor" means the direct contractual relation between the OWNER and the VENDOR including all terms and conditions contained herein and in Contract.
- (c) "General Terms" means the General Terms and Conditions of Contract Between County and Contractor
- (d) "Installation Contractor" means a contractor chosen by the OWNER through an Invitation for Bids to install the System.
- (e) "County" means the County Commissioners of Kent County or OWNER.
- (f) "Director of Purchasing" as stated in the General Conditions means the OWNER Contract Representative.
- (g) "OFFEROR" means the Dewatering Equipment VENDOR.
- (h) "Scope of Work" or "WORK" refers to the specific contractual obligation of the VENDOR, as identified in the Request for Proposal, Scope of Services, Proposal, or other work statement incorporated into the Contract.
- (i) "System" means the equipment and services described in the VENDOR's proposal and the technical specifications of the OWNER.
- (j) "VENDOR" means the person, firm, corporation, or other entity obligated to perform services for OWNER under this Contract. Also known as OFFEROR.

S-4 – ASSIGNMENTS AND SUBCONTRACTS

The benefits and obligations hereunder shall insure to and be binding upon the parties hereto and their respective successors, provided that the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to OWNER. The VENDOR shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this

Contract in any portion thereof, or of its right, title or interest therein, without the prior written consent of OWNER.

In the case of any subcontract, the VENDOR agrees to bind the subcontractor, and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived, in writing, by OWNER.

S-6 - CONTRACT ADMINISTRATION

Unless otherwise specified in an addendum to the Contract, the VENDOR's Contract Representative as identified in the Contract, shall be deemed to have authority to render any decision or take any action required under the Contract. OWNER Contract Representative, as identified in the Contract, is the person to be contacted by the VENDOR for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to the Contract. Unless otherwise specified by law or regulation or in an addendum to the Contract, the OWNER Contract Representative is the only official authorized by the OWNER to

administer the Contract, to make determinations and findings with respect to the Contract, authorize changes to the Scope of Services, or issue Stop Work Orders.

Service of any notice required by the Contract shall be complete upon mailing of such notice, postage prepaid, to the appropriate Contract Representative as the address indicated in the Contract.

S-8 – DISPUTES DURING CONTRACT PERFORMANCE

All disputes under this Contract, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in the State of Maryland and in accordance with the laws of the State of Maryland.

S-9 – DOCUMENTS, MATERIALS AND DATA

Unless otherwise specified by addendum to this Contract, the VENDOR agrees that all reports, drawings, shop drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Contract as required by permit or regulation shall be delivered to and become and remain the property of the OWNER upon termination or completion of the work. OWNER shall have the right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Contract.

The VENDOR shall have the right to duplicate and use, for internal program purposes, all or any part of the technical data which are to be delivered under this Contract.

The VENDOR shall notify the OWNER in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The VENDOR shall in all cases submit to OWNER three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the VENDOR desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the VENDOR to OWNER at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The VENDOR shall include in any such documents or vehicles of public disclosure a statement which acknowledges OWNER, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from OWNER, the VENDOR shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any

way reflect the views, opinions, or policies of the OWNER.

S-13 - GUARANTEE

VENDOR guarantees and warrants the System according to the terms of the Scope of Services and specifications. Supply and delivery shall be made in accordance with the Scope of Services. Upon completion of the installation by the Installation Contractor, OWNER will notify the VENDOR in writing that the Equipment is ready for operation, indicating the specifications have been met and that VENDOR's representative has performed start-up, fine tuning, inspection and training of OWNER designated personnel in the safe and proper operation of the Equipment. The System and materials listed in the Scope of Services shall be delivered FOB the point specified. Any material that is defective or fails to meet the terms of the Scope of Services shall be rejected. Rejected materials shall be promptly replaced.

S-17 - INDEMNIFICATION

The VENDOR will be responsible for all damage to life and property due to its activities, or those of its agents, employees, or subcontractors, in connection with its performance under this Contract, and will be responsible for all work, both permanent and temporary, until the date of Operation.

The VENDOR shall indemnify and save harmless and defend OWNER, and all its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of VENDOR's negligent acts or omissions. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against OWNER.

The VENDOR agrees to indemnify, protect and save harmless OWNER, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

S-21 - INSURANCE

In any instance when the VENDOR, any of its subcontractors, or their respective employees, agents or representatives perform any obligation hereunder upon any property owned, controlled or managed by OWNER, then the VENDOR shall have and maintain comprehensive Liability Insurance in the following minimum amounts: for bodily injury, Two Million Dollars (\$2,000,000)

per occurrence, One Million Dollars (\$1,000,000) per person; and for property damage, One Million Dollars (\$1,000,000) per occurrence. Certificates of such insurance acknowledging the Hold Harmless Clause contained in this document shall be filed with OWNER.

S-26 - TERMINATION FOR CAUSE

If the VENDOR fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any material provision of the Contract, OWNER may terminate the Contract by written notice to the VENDOR. The notice shall specify the acts or omissions relied on as cause for termination. The VENDOR shall have 30 days after its receipt from OWNER of a written notice of termination within which to remedy the default and to provide evidence thereof to OWNER. If any

such default is not cured within that time, this Contract will terminate after expiration of the 30-day

period, following written notice to the VENDOR that the Contract has been terminated. All finished or unfinished supplies, services and plans provided by this VENDOR, shall at OWNER option, become OWNER property. OWNER shall pay VENDOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the VENDOR's breach. If the amount of the damages incurred by OWNER are more than the compensation due to the VENDOR, the VENDOR will remain liable for the amount of excess damages. The rights and remedies of OWNER provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. If it is determined for any reason that the VENDOR was not in default under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to

S-27-TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by OWNER in accordance with this Article in whole, or from time to time in part, whenever OWNER shall determine that such termination is in its best interest. Notice of Termination shall be in writing and shall be effective upon receipt. The VENDOR will cease work under the Contract on the date and to the extent specified in the Notice of Termination. The VENDOR agrees to take any action that may be necessary, or as OWNER may direct, for the protection and preservation of the property related to this Contract which is in the possession of the VENDOR and in which OWNER has or may acquire an interest. OWNER will pay all reasonable costs associated with this Contract that the Contractor has included up to the date of termination and all reasonable costs associated with termination of the Contract.

However, the VENDOR shall not be reimbursed for any anticipatory profits not earned as of the date of termination.

S-31 - SUSPENSION OF PERFORMANCE

OWNER may, at any time, order in writing a temporary suspension of performance for a period of time it deems appropriate. An adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) caused by an unreasonable suspension or a suspension for an unreasonable length of time. Should an adjustment be necessary, the Contract shall be modified in writing accordingly. Any adjustment claimed by the VENDOR under this Article must be presented in writing to OWNER as soon as practicable after the termination of the suspension, but not later than the date of final payment under the Contract. Notwithstanding this **Article 11**, VENDOR understands and agrees that the Notice to Proceed under this contract may not be issued for a period of 12 months from Contract award.

S-32 - SEVERABILITY

It is understood and agreed by the parties hereto that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the said particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

S-33 - STATE REGISTRATION

Pursuant to Subtitle 2 of Title 7 of the Corporations and Associations Article of the Annotated

Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

S-34 - OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services provided under this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

SECTION 7

SPECIFICATIONS

- 01100 - Summary of Work and General Requirements
- 01300 - Submittals
- 01400 - Testing of Equipment and System
- 11365 - Sludge Dewatering System

SECTION 01100

SUMMARY OF WORK AND GENERAL REQUIREMENTS

PART 1 - GENERAL

A. Background

OWNER is replacing their existing mechanical dewatering unit at their Worton Wastewater Treatment Facility for the purpose of dewatering activated sludge from their wastewater treatment process.

OWNER has chosen to pre-select the Dewatering Equipment VENDOR prior to finalizing the construction document and bidding of the project for construction. This approach will minimize current lead times for major equipment items and its impact on construction timelines. The method to be used by the OWNER to select the Dewatering Equipment will be based on the selection matrix outlined herein, to quantify the best-suited VENDOR and equipment for the facility.

The intent of this effort is to select the equipment best suited for the application, in accordance with the selection matrix, and not solely identified by the lowest cost offering.

B. RFP Description

OWNER is seeking PROPOSALS from Dewatering Equipment VENDORS to pre-select the Dewatering System equipment to be used for the project. The rationale for pre-selection is based on multitude factors including concerns with current equipment lead times and the goal to incorporate dewatering equipment as soon as feasible. Pre-selection of this major equipment will also minimize variables and uncertainties for the general CONTRACTOR.

The RFP consists of the solicitation documents and attachments, general conditions, technical specifications, drawings and design criteria, the limits of the VENDORS scope and the General CONTRACTOR (Installation CONTRACTOR) responsibilities for the construction of the Worton WWTP dewatering system, which collectively provides the information necessary to submit a complete PROPOSAL.

It is the responsibility of the VENDOR to configure a cost effective and efficient Dewatering Equipment PROPOSAL that meets the project design conditions and to submit a complete PROPOSAL containing all the information requested, so OWNER and the ENGINEER can evaluate the PROPOSAL on its merit and the procedure outlined herein.

OWNER has selected to utilize screw press type mechanical dewatering equipment to dewater their waste sludge from their membrane bioreactor treatment process. The existing mechanical dewatering equipment has proven to be ineffective and is proposed for complete removal and replacement. The Dewatering Equipment VENDOR is also responsible for furnishing the entire instrumentation and control system for the Dewatering system as specified herein.

C. Dewatering Equipment Pre-selection Parameters

1. Procurement: The successful VENDOR will be notified by OWNER of the selection. After the Contract between the OWNER and VENDOR is executed, OWNER will issue a Notice to Proceed to the VENDOR. The Notice to Proceed will authorize the VENDOR to prepare submittals and shop drawings for the ENGINEER to finalize the design based on the selected Dewatering system. The VENDOR shall assist the ENGINEER in the completion of the project design by providing the information requested, as determined by the ENGINEER, to prepare construction documents for the project bidding.

The VENDOR'S Contract, amendments, price information and other associated pertinent documents will be incorporated into the construction documents used to secure the installation construction CONTRACTOR.

2. VENDOR Scope of Supply and Quality Basis

The VENDOR'S PROPOSAL shall be based on components used by VENDOR and based on the newest technological developments as is most appropriate for the specific project conditions. The manufacturers are expected to use their documented sizing criteria and support systems when information is not provided herein which provides a level of quality.

Equipment manufacturers and design criteria named herein is to establish a level of quality considered acceptable to OWNER and for the VENDORS to determine equipment to be used in the preparation of the PROPOSAL.

3. VENDOR Services, Testing and Quality Control, Extended Services

The VENDOR shall provide the services summarized and acknowledge in the PROPOSAL Form and provided herein this Request for PROPOSAL. The VENDOR shall include experience and qualifications to ensure a qualified and experienced team.

The following is a Sequence of Operation for the project to provide an understanding of the VENDOR'S responsibility during the construction phase and plant operation. The sequence of operation shall generally consist of the following stages.

- a. Planning: The CONTRACTOR shall be responsible for all equipment, systems and unit processes during testing, the start-up period and until final acceptance of the equipment, and systems and/or process train being commissioned. Refer to Specification Section 01400 Testing and Quality Control for the minimum requirements and herein this Section for modifications and supplemental requirements.
- b. Preliminary Inspection/Testing, Final Testing and Start-up: Equipment system check-out includes, but is not limited to factory testing, field testing, dry testing, wet testing, and manufacturer's check-out and start-up per section 01400. CONTRACTOR and VENDOR representatives shall inspect all equipment and systems prior to each start-up and verify in writing the readiness to process. This includes all electrical systems,

controls, and instruments. All O&M manuals shall be available prior to start-up. The start-up period shall commence after completion of the final testing.

4. Construction Sequencing: The Installation CONTRACTOR will prepare a final sequence of construction as part of the construction schedule. The VENDOR will be responsible to assist the CONTRACTOR in the development of the plan and implementation of the construction as it is sequenced.
5. Most Cost Effective and Best Value Assessment Criteria

The PROPOSALS will be evaluated based on Technical considerations, Capital cost and Manufacturer experience and references. Refer to RFP for evaluation criteria.

The following is a description of each evaluation criteria.

- a. Dewatering System and Equipment - The ENGINEER will prepare a comparison of the proposed Dewatering systems submitted for review and consideration by OWNER. The comparison will summarize similarities and differences of the proposed process layouts, type and number of associated support systems and equipment, motors, drivers and sizes, equipment manufacturers, simplicity or complexity of the system or its layout, flexibility provided for in the system and layout for operation and maintenance, accessibility, the effect of corrosion on the equipment, how well the package fits in the existing building requirements. VENDOR should provide a list of all major equipment weights.
- b. Experience of Operating Facilities - This item will be evaluated based on the operation experience and history of operation and difficulties encountered with plants that are operating and have been delivered by the VENDOR. Consideration will be given to length of providing systems, number of systems in operation, reliability of system, longevity of system, ability for delivery of the projects, and ability to dewater the sludge to design criteria required. The intent of this section is to establish the qualifications of the VENDOR to provide adequate support before, during and after commissioning of the System. The VENDOR shall provide a listing of similar Dewatering systems including contact information and testimonials to confirm claims made in the PROPOSAL. Also, the VENDOR shall identify the status of each project and proposed team members that worked on the listed project.
- c. System Operation - This item will consider how a system is to operate, simplicity of operation, ability to operate a system in automatic mode and manual mode, reliability of past systems that have operated in the same mode, difficulties that have been encountered with similar system of operation, longevity of the proposed operational mode, aspects of the system operation that make it energy and cost efficient, aspects of the system that make it robust and stable, operational flexibility, control parameters in place and proposed to prevent operational difficulties and major upsets, and ability to operate the system remotely (off-site).
- d. System Maintenance - This Item will consider the maintenance required on the system PROPOSAL, labor needed to perform the maintenance,

- simplicity of each maintenance task, proposed maintenance program and its purpose to prevent operational difficulties and major maintenance.
- e. Process Control - This item shall consider: the programming basis used by the integrator; the reliability and longevity of the proposed program on previous projects; difficulties that have been encountered and how they have been corrected; the standardization of control logic including applicable sub-routines, addressing strategies and nomenclature; the ability to have ladder logic and/or source code made available to the OWNER when requested; and the accuracy of the screens' representation of the process, process flow and navigation and functionality of the proposed system. Also considered is the VENDOR'S integrator who delivered on previous projects, with a minimum of five (5) projects of similar type provided for reference including the programmer's name, project location and contact name for the plant.
 - f. Terms and Conditions - Sample terms and conditions shall be submitted with the PROPOSAL.
 - g. Dewatering Equipment VENDOR's Services - This item will consider: the overall corporate structure of the VENDOR; the location of offices and service centers; the organizational structure of the company; the length of service to the company performing similar projects; the ability to deliver similar projects; and the organizational chart for this project with individuals to do the work and their background and experience. Also, considered will be the services available after construction, including parts and operational assistance both on-site and remotely.
6. The capital cost shall be itemized per **Attachment P - PROPOSAL**. All prices in this PROPOSAL form shall be for the expected delivery date and performance of services as shown on the anticipated schedule included in RFP. The pricing shall not be tied to any escalation provisions. The pricing is to be firm for the project with the exception that adjustments may be made by amendments to the PROPOSAL when final design is finished. Incomplete or imbalanced pricing may be considered as non-responsive and could cause the PROPOSAL to be rejected in its entirety or scored very poorly.
7. **Terms and Warranty:**
- a. The OFFEROR shall have a minimum of ten (10) years' experience.
 - b. Guarantee for a period of one (1) year following the date of Installation CONTRACTOR (IC) Substantial Completion acceptance that all equipment is free from defects in design, materials, and workmanship. Furnish replacement parts for any defective component at no cost to the OWNER.
 - c. Accept responsibility for the satisfactory start-up and operation of the entire dewatering system and equipment.
 - d. The warranty shall be for all costs, labor, travel, equipment, and tools necessary to keep the Dewatering System in operation for the warranty period. As part of the warranty, the VENDOR shall provide all inspections, maintenance, and replacement of parts/materials. If extensive maintenance is required by the VENDOR, the extensive maintenance shall occur within 14 calendar days of being notified by the OWNER. If the

VENDOR does not respond and correct the performance within 14 calendar days, then the OWNER may perform necessary maintenance and pursue reimbursement by the System VENDOR.

- e. Performance guarantees as indicated herein and demonstrated by the performance testing.
8. Schedule: The anticipated tentative schedule, which includes equipment and services under this RFP is included in Section 4.3 of the RFP. A more refined schedule will be established when the General CONTRACTOR'S bid package is prepared.

D. Information to be Submitted with the PROPOSAL:

The following is a minimum listing of the necessary information that the VENDOR shall furnish in the PROPOSAL. The VENDOR is also encouraged to review the selection criteria to identify any additional information that may need to be submitted for an accurate evaluation of the PROPOSAL. This information shall be reviewed, considered and/or relied upon during the VENDOR assessment and selection.

- 1. Dewatering System Design, Layout and Overview:
 - a. Preliminary Drawings: Provide drawings of the overall package configuration of the Dewatering system. The drawings shall include but shall not be limited to process arrangement and plan dimensions. Include the minimum allowable, maximum allowable and proposed flow rates per unit. The drawings shall include: the location, type and name of equipment; name, type, size and location of piping; support systems and hardware; and critical dimensions such as clearances, etc. Preliminary Flow and P&ID diagrams would be beneficial for review. Provide list of all major pieces of equipment and weights.
 - b. Design Criteria: Provide a summary of the proposed Dewatering design and performance criteria, chemical system requirements, pumping and mixing requirements and criteria for other processes that are necessary for a complete dewatering system to ensure compliance with the project parameters. When appropriate, provide the equipment flow rates and operating pressure or total dynamic head.
- 2. Scope of Supply: Provide a detailed scope of supply recommended for the project, given the site specific conditions, listing all equipment and components. Include in the table for all equipment or component the name, type, size and/or capacity with units, material, manufacturer, model, motor horsepower, efficiency and drive type, quantity, hardware, function, mode of operation and location. Also identify all equipment that is recommended to complete the installation which is not provided by the Dewatering Equipment VENDOR.
- 3. Dewatering System Operation and Maintenance:
 - a. Dewatering System Operation: Provide a preliminary overall functional description of the Dewatering System operation specific to this project and

for periods during average day flow and peak flow conditions. The functional description shall include a description of how the process is controlled, parameters controlling the process, expected operating durations or time periods, manual or automatic operations, finite and field adjustable set points. Also provide a description of the process system architecture, components and instruments specific to this project. Identify those typically used and available manufacturers and software. Refer to Specifications and drawings for a description/information of the required system.

- b. Process Operation & Maintenance: Provide a description of daily, weekly, monthly, bi-monthly, quarterly, bi-annually and annual process maintenance on the Dewatering System and for all support equipment or systems. Identify the expected spare parts needed during the first two years of operation and any expected part or equipment replacement(s) expected in the first ten years.
- c. Services During Design & Construction: Provide a description of the process support services that will be provided during the design and construction including shop drawings; equipment installation, check out, calibrations, testing and start-up; initiation of operation, process unit demonstration and performance testing; operator process operation and maintenance training; remote monitoring and system service.

4. Equipment Warranty

Provide a description of the standard equipment warranties available from Dewatering System VENDOR and/or manufacturer. Provide alternate pricing for the standard 1-year warranty and an additional option for a total 5-year warranty for the Dewatering system complete. Provide a description of the OWNER'S requirement over the warranty period so as not to void the warranty.

5. Performance Guarantee:

Provide a performance guarantee that the process being supplied will meet the requirements and conditions of the specifications. The performance guarantee shall be for meeting the dewatered solids limits continuously that are listed in Specification 11365 including both current and future conditions. Indicate any exceptions that are taken regarding the specifications. If no exceptions are taken, then state so. Provide a description of the OWNER'S requirement over the performance guarantee period so as not to void the guarantee.

- 6. Experience requirements of the VENDOR: Provide an experience summary of the VENDOR and the dewatering system that they have used for up to the past 10 years. All such references must be for working dewatering plants. Refer to Attachment R.
- 7. Explain the company structure, location of main company offices, company headquarters and offices closest to the project site. Provide an organization chart for support, personnel available to assist on the project and after operation has begun. Identify parts availability, location of storage and delivery times. Explain the quality control/quality assurance program with respect to plant difficulties and support to OWNER during and after construction. Include any other information

which would provide background on the company supplying the system or that may be pertinent to the Best Value Improvement evaluation.

*** END OF SECTION ***

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 Shop Drawings, Product Data and Samples

A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the VENDOR, his subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the WORK, or a portion thereof.

B. All costs necessary for compliance with the Requirements of this Section of the Specifications shall be included under the lump sum price bid.

C. Submit five (5) copies of shop drawings, three (3) will be kept by OWNER, one (1) provided to the Installing CONTRACTOR, and one (1) returned to VENDOR. VENDOR/Installing CONTRACTOR shall coordinate with subcontractors for any additional copies of the submittal that are required. Clearly indicate the equipment tag or identification number, specification section(s) and drawing number to which each shop drawing is referenced.

D. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the WORK shall be submitted to the ENGINEER for review for general compliance with the Project Manual before fabrication. The VENDOR shall obtain and check the manufacturer's shop drawings, certified prints and other pertinent data for conformance with all requirements of the Plans and Specification and in ample time to permit satisfactory progress of the WORK. After the completion of such checking and verification, the VENDOR shall sign or stamp such drawing, which stamp shall state as follows:

Specification Section _____

Checked by _____
(VENDOR'S Name)

Signed by _____
(Checker's Name)

E. All data, drawings and correspondence from subcontractors, manufacturers or suppliers shall be routed through the VENDOR. The ENGINEER shall review only such data and details as are transmitted to him by the VENDOR. All correspondence from the VENDOR to the ENGINEER shall refer to the appropriate section of these specifications containing the subject matter of the inquiry.

F. All shop drawings shall be in conformity with all requirements of the plans and specifications. All shop drawings, except diagrams, brochures, schedules and illustrations, shall be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches, and shall give all dimensions necessary for installation and incorporation in the WORK. All shop drawings shall be accurate

and complete, showing outline and section views, details, materials, accessories, appurtenances and related items. Shop drawings showing piping and conduit systems shall incorporate sufficient views to show all fittings and specialties including locations and spacing of hangers and supports. Piping and/or conduit systems 3-inches in diameter and smaller may be shown as single line. Equipment and specialties installed within and/or connected to piping and conduit systems shall be cross referenced to equipment and specialty shop drawings by shop drawing identification number, manufacturer name, catalog or model number, and equipment numbers shown on the plans. Electrical shop drawings shall include, but are not necessarily limited to, complete terminal identification diagrams and schedule, complete point-to-point interconnection diagram, complete single line and elementary wiring diagrams for all power, signal, control and lighting systems, together with panel layout drawings. Terminal point and wire identification on all working drawings shall be identical to related terminal point and wire identifications on equipment and panels, and absolutely no deviation from this requirement will be permitted.

G. The VENDOR shall submit to the ENGINEER a minimum of six (6) copies of shop drawings and approval data plus any additional number required for the VENDOR'S use. The ENGINEER/ OWNER will retain four (4) copies of each submittal, provide one (1) copy to Installing CONTRACTOR and return one (1) copy to the VENDOR. The ENGINEER'S notation of the action taken will be noted on all the returned copies. At the time of each submission, the VENDOR shall call to the ENGINEER'S attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications.

H. Upon review by the ENGINEER of the above drawings, lists, samples and other data the same shall become a part of the Contract, and the fabrications furnished shall be in conformity with the same, provided that the review of the above drawings, lists, specifications sample or other data shall in no way release the VENDOR from his responsibility for the proper fulfillment, by any fabrication, or the requirements of this Contract.

I. Corrections or comments made on the shop drawings during the ENGINEER'S review do not relieve the VENDOR from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Specifications and RFP. The VENDOR is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, and in performing his work in a safe manner. If the shop drawings deviate from the Specification, the VENDOR shall advise the ENGINEER of the deviations, in writing accompanying the shop drawing, including the reasons for the deviations, and shall request deviation from the Project Manual.

J. The VENDOR'S attention is specifically directed to the fact that no work shall be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the ENGINEER of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If the ENGINEER so directs, the VENDOR shall disassemble and remove any such construction performed prior to approval by the ENGINEER of shop drawings applicable thereto, and the VENDOR will be allowed no additional compensation nor extension of contract time. If any equipment or materials are ordered by the VENDOR prior to submission and approval of shop drawings he does so at his own risk.

K. It shall be the responsibility of the VENDOR to make all the necessary changes in other items, which result from deviations or changes requested by the CONTRACTOR and approved

by the ENGINEER, so that all items perform the requirements and intent of the Project Manual.

L. The shop drawings are intended to be utilized by the VENDOR for additional fabrication, assembly and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the VENDOR requests in writing and receives approval in writing for a deviation from the Plans and Specifications. The VENDOR'S request for a change shall give, in detail, the specific change requested and shall state the reason for the change. Changes requested by the VENDOR and approved by the ENGINEER shall not be construed to include approval of any change except the changed details specifically requested and approved.

M. The VENDOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in work, all samples required by the Project Manual. All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

N. After review by the ENGINEER, shop drawings shall be returned to the VENDOR marked as follows: APPROVED, APPROVED AS NOTED, REVISE AND RESUBMIT, or REJECTED. Unapproved shop drawings (i.e., REVISE AND RESUBMIT or REJECTED) shall be returned to the VENDOR for necessary modifications. Subsequently, the VENDOR shall submit complete, revised shop drawings to the ENGINEER for approval.

1.02 Submittal Requirements: There are three phases of submittals:

PHASE 1, During Request for Proposal (RFP): Refer to Section 01100 for information, drawings and design criteria to be submitted during RFP. Submittal shall include layouts, cut sheets, P&IDs, I/O list, equipment summary with power requirements, equipment list of major items with associated weights (lbs.).

PHASE 2, During ENGINEER'S facility design: Provide the following submittals:

1. After the VENDOR receives a notice of award from OWNER, a design workshop will be held at the Engineering office of GMB in Salisbury, MD to discuss, review and finalize the equipment selection. The VENDOR will then prepare a complete submittal package (electronic submission by email or FTP site) including all final layouts, cut sheets, P&IDs, I/O list and equipment power requirements, CAD drawings for Dewatering Equipment and other associated major equipment within 20 days of the design workshop.
2. Any changes and modifications to initial submittals as a part of RFP pre-selection and design workshop should all be finalized, coordinated and re-submitted.

PHASE 3, Coordination with Installation CONTRACTOR"

1. Submittals shall be coordinated with the Installation CONTRACTOR and his installers and provided through CONTRACTOR in digital and hard copies as specified.
2. Apply CONTRACTOR'S stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction WORK,

and coordination of information, is in accordance with the requirements of the WORK and Contract Documents.

1.03 Operation and Maintenance Manuals

A. The VENDOR shall furnish the ENGINEER four (4) copies of a complete instruction manual for installation, operation, maintenance and lubrication of each component of mechanical and electrical equipment. The operation and maintenance manual shall be submitted at least ninety (90) days prior to the anticipated completion of the project.

B. Manuals shall include operating and maintenance information on all systems and items of equipment. The data shall consist of catalogs, brochures, bulletins, charts, schedules, equipment numbers, wiring diagrams and assembly drawings which shall describe location, operation, maintenance, lubrication, operating weight, lubrication charts showing manufacturer recommended lubricants for each rotating or reciprocating unit and other necessary information for the OWNER to establish a complete maintenance program.

1. Manuals shall include a complete and detailed listing describing routine maintenance for each time interval: daily, weekly, monthly, quarterly, semi-annually and yearly. Routine maintenance shall include lubrication, adjustments, inspections, calibrations, etc., and a list of acceptable equivalent lubricants from at least three (3) different major manufacturers whose products are locally available. A manufacturer and/or VENDOR response such as "see instruction manual" will not be acceptable.

C. The following items shall also be submitted:

1. Two (2) prints of one (1) 8x10 color photograph of each major piece of equipment.
2. Name of manufacturer with address and phone number for service and parts.
3. Name, address and phone number of the nearest service representative for the manufacturer.
4. Complete "nameplate" data including serial number for each piece of equipment.
5. A list of spare parts including part number and other information needed to order parts.
6. Weight of individual components of each piece of equipment weighing over 100 pounds.
7. Complete electrical wiring diagrams.

D. Where an O&M manual includes information on equipment not supplied or installed, the extraneous information shall be marked out to avoid confusion.

E. Where an O&M manual contains a written warranty or guarantee, it shall be certified to meet the minimum length of time and requirements defined in the Project Manual.

1.04 Electronic O&M Data

A. In addition to the printed operations and maintenance materials specified above, the VENDOR shall furnish all specified operations and maintenance materials in electronic format prior to Substantial Completion. Electronic equipment manual files shall be submitted in Adobe Acrobat Reader (.PDF) format.

B. Electronic files shall be submitted on one or more compact disks (650 MB CD). Two sets of compact disks shall be provided, one for OWNER and one for ENGINEER. CDs and covers shall be labeled with the project name, supplier, equipment identification and specification section. CDs shall be provided in individual hard plastic cases.

C. In addition to the complete manual submitted in PDF format, the supplier shall furnish electronic files containing the following information in Microsoft Word (.doc).

1. Operation Description – Discuss operational procedures for the equipment supplied. Operational procedures shall include “startup procedures,” “normal operation,” “automated operation,” and “shutdown procedures.” Where multiple modes of automatic operation exist, describe each mode separately.
2. Controls – Provide a table outlining the controls provided for the unit. Utilize two columns in the table. The left-hand column shall indicate the location of the control (e.g., local to the pump, remote control panel, etc.). In the right-hand column describe the control and its function.
3. Troubleshooting – Provide a troubleshooting table with three columns entitled “Problem,” “Possible Causes,” and “Corrective Action.” Under the “Problem” column, identify possible problems that may occur with the equipment or system including but not limited to, all malfunctions that can be expected for the equipment and all alarm indications provided by the system. Under the “Possible Causes” column, identify the causes that may be the root of each “problem.” Under the “Corrective Action” column, provide direction to verify and rectify / repair the “Problem.”
4. Preventive Maintenance – Provide a preventive maintenance table containing headings for “Daily,” “Weekly,” “Monthly,” and “Annual” (or other period as required) maintenance requirements. Under each heading, indicate visual inspections, procedural inspections, calibration routines, lubrication, and all other manufacturer-suggested preventive maintenance procedures required for the equipment or system. List recommended lubricants and any special tools required for the recommended maintenance.
5. Nameplate Data – Provide nameplate data tables consisting of two columns. In the left-hand column, indicate the equipment name, equipment designation, manufacturer, model number, serial number, year installed, dimensions, min and max speed, min and max torque, measurement range, accuracy, and all other data that may assist maintenance persons in identifying, replacing, and maintaining the piece of equipment. Provide the appropriate values and designations in the right-hand column. Provide a separate nameplate data table for each major system component, including gear reducers, motors, etc. Motor nameplate data tables shall include as a minimum, manufacturer, model, serial number, enclosure type,

voltage, speed, service factor, frame size, NEMA design, and insulation class.

6. Manufacturer and Sales Representative Information – Indicate the equipment manufacturer name, mailing address, telephone number, fax number, email address, website address, and contact person's name. Provide the same information for the local manufacturer's representative who supplied the equipment.
7. PLC and HMI data files to be provided on CD in their native format and PDF report format where applicable. These CDs are to be provided with O&M and updated when any program change is made during warranty period.

1.05 Submission of Manufacturer's Certificates

A. General:

1. The Installation CONTRACTOR or VENDOR shall submit Manufacturer's Certificates for the installation of those items of major equipment named in the various sections of specifications.
2. Such Manufacturer's Certificates shall state that the equipment has been installed under either the continuous or periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction.

B. Manufacturer's Representative:

1. The definition of "manufacturer's representative" shall be as follows: a representative from the manufacturer's plant, familiar with the actual problems of manufacturing, installing and operating the equipment or product and with enough years of experience in this field to determine the successful operation of the equipment or product. Sales representatives or agents of the manufacturers will not be acceptable.
2. As related to his obtaining the manufacturer's certificates, the VENDOR shall include in this contract price the cost of furnishing competent and experienced manufacturer's representatives who shall represent the manufacturer on equipment and products furnished and listed under this Contract, to assist the CONTRACTOR to install, adjust, start up and test the equipment and products in conformity with the Project Manual. After the equipment and products have been operated through the trial period for each phase of construction and before being put into permanent service by the OWNER, such manufacturer's representative shall make all adjustments and tests required to provide that such equipment and products are in proper and satisfactory operating condition and meet the requirement for issuing the manufacturer's certificate.

1.08 Warranty Submittal Requirements

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the CONTRACTORS for a minimum period of one year from Substantial Completion.

B. Copies of all approved equipment warranties shall be included in the final operations and maintenance manual in the appropriate equipment section.

C. All equipment warranties shall be received and approved prior to approval of the final payment application for the project.

*** END OF SECTION ***

SECTION 01400

TESTING OF EQUIPMENT AND SYSTEM

PART - GENERAL

1.01 TESTING OF EQUIPMENT AND SYSTEMS

A. Preliminary Testing:

1. When the CONTRACTOR has completed the installation of all equipment including electrical appurtenances, he shall perform preliminary testing on each piece of equipment with the approval from the VENDOR.
2. The CONTRACTOR shall provide for the inspection of each piece of equipment by authorized and qualified VENDOR/manufacturer representatives. These VENDOR/manufacturer representatives shall verify that all equipment has been installed properly.
3. VENDOR/manufacturer representatives shall verify that the individual equipment and/or components are functioning in accordance with the Project Manual.
4. The VENDOR/manufacturer of each piece of equipment shall provide a manufacturer's certificate in accordance with Section 01300 - SUBMITTALS.

B. Pre-Final Testing:

1. After receipt of all VENDOR manufacturer's certificates, the CONTRACTOR will be required to perform wet tests on all pieces of equipment.
2. In addition, the CONTRACTOR will be required to pressure test piping. Tanks, chemical feed, and piping shall be inspected for any noticeable leaks. The CONTRACTOR will be responsible for furnishing piping and pumps as necessary to fill tanks. The CONTRACTOR will also be responsible for disposing of water once tests are completed.
3. Pre-final testing shall include the actual running of equipment to ensure that all electric and controls are properly connected. This testing shall be done under the supervision of the manufacturer's representative.
4. Pre-final testing shall include operation of the system components with sludge for a minimum of 6 hours (unless otherwise noted) and shall be completed prior to the final testing / plant startup.

C. Final Testing/Plant Startup:

1. Purpose and Scope: The purpose of a final test/startup period is to operate the system to demonstrate that the work constructed in accordance with the Project Manual will operate on a continuous basis (with prescribed care). The startup

period will be for a period of thirty (30) days, unless otherwise noted.

2. Permanent safety and protection devices, unless specifically exempted by the OWNER and ENGINEER, shall be in place and operational prior to plant startup. Safety devices shall include, but not be limited to, fall protection, hand railing, grating and floor plates, leak detection, motor thermal and overload protection, emergency power generation, fire alarms and systems, ventilation systems, and lighting in operational areas in or directly related to the system to be started.
3. Readiness to Operate: When the CONTRACTOR has substantially completed the work and when Preliminary, Pre-Final and Operational Tests are complete, the CONTRACTOR shall notify the ENGINEER in writing, requesting permission to start up and operate the dewatering system. The ENGINEER will respond in writing, authorizing the start-up of the system or will state reasons why the operation may not commence.
4. Plan of Operation: The CONTRACTOR shall include with his request permission to start up and operate the system and a schedule for demonstrating the system operation and for the completion of the remainder of the project.
5. The actual operation of the system will be by the OWNER. However, the CONTRACTOR shall make available his personnel to correct any deficiencies that are discovered during this thirty (30) day startup period.
6. The CONTRACTOR will be required to provide temporary piping and pumps as necessary during start-up.
7. Each major process system shall be tested including all components necessary for that system to fully function for its intended purpose, including structural/architectural components, HVAC, plumbing, process equipment, piping, safety equipment, power, instrumentation, and controls.
 - a. For equipment intended to be operated on an intermittent basis (i.e., during normal working hours between 7:00 a.m. to 3:30 p.m.), the CONTRACTOR shall demonstrate equipment reliability by operating the equipment for a minimum of 35 hours over a 7-day period. No single period of operation shall exceed eight hours of operation for such systems.
 - b. For equipment intended to be operated on a continuous basis, the CONTRACTOR shall demonstrate equipment reliability by operating the equipment for 24 hours per day continuously over a 7-day period.

D. Satisfactory Performance:

1. Satisfactory performance is defined as the system accepting sludge and dewatering with all equipment and facilities operating satisfactorily for a minimum of thirty (30) days.
2. From time to time during the operating period, the CONTRACTOR shall demonstrate, as required by the ENGINEER, that all equipment and systems are capable of operating throughout the full range of specified operation.

1.02 FINAL ACCEPTANCE

A. Upon completion of all work under this Contract including the testing of equipment and placing the system in operation and operating the system continuously for thirty (30) days, the CONTRACTOR shall request, in writing, final acceptance by the OWNER.

B. Upon receipt of the request, the ENGINEER, the OWNER, and the CONTRACTOR will make a Final Inspection of the Project to determine the status of completion as follows:

1. If the ENGINEER does not consider the Project to be complete, the ENGINEER will notify the CONTRACTOR in writing of this fact and will include the reasons why the Project is not considered complete.
2. Any items not satisfactorily completed or unsatisfactory as determined by the ENGINEER, shall be promptly remedied or completed.
3. Upon satisfactory correction of defects or incomplete information or work, the ENGINEER will certify to the OWNER that the system is finally complete.

*** END OF SECTION ***

SECTION 11365

SLUDGE DEWATERING SYSTEM

PART 1 - GENERAL

1.01 GENERAL

A. This specification describes a complete operational system to be furnished by a single responsible equipment manufacturer. The equipment described herein was prepared using as a "basis of design" having been deemed to represent the minimum level of quality, performance and service acceptable for this equipment and being based on products and services as manufactured by Process Wastewater Technologies, LLC and is the basis of design.

B. In order to unify responsibility for proper operation of the proposed equipment, it is the intent of these Specifications that all system components be furnished by a single supplier (unitary source). The equipment must be of standard catalog design, totally warranted by the manufacturer and in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted and approved by the ENGINEER prior to installation. Under no circumstances will a system consisting of parts compiled and assembled by a manufacturer's representative or distributor be accepted. Therefore, the dewatering equipment manufacturer shall provide the dewatering equipment, and all appurtenances described in this section of the specification including but not limited to the volute press, polymer system, conveyors, flowmeter and controls. The OWNER will provide an existing sludge feed pump to be integrated with the dewatering equipment power and controls.

C. No equipment shall be supplied by any manufacturer who is not regularly engaged in the manufacturing and production of Volute dewatering and thickening presses. The equipment manufacturer shall demonstrate their qualifications to furnish the dewatering equipment and shall submit written evidence that their company has been regularly engaged in the design, fabrication, testing, start-up and service of full-scale systems for a period of not less than ten (10) years and has no fewer than twenty (20) installations on similarly sized municipal water treatment facilities that have been in operation for at least ten (10) years.

The installation list shall include, but not be limited, to the following information:

1. Name and location of installation
2. Name of person in direct responsible charge for the equipment
3. Address and phone number of person in direct responsible charge
4. Month and year the equipment was placed in operation
5. Brief description of equipment

D. Acceptable Manufactures: All equipment specified under this section shall be supplied by a single reputable manufacturer, fully experienced, reputable, and qualified in the manufacture of the equipment specified. Plans and specifications have been prepared based on the existing building space requirements and design to accommodate equipment supplied. The equipment shall be provided by Process Wastewater Technologies or pre-approved equal. Only manufacturers offering equipment which meets the mechanical, structural, process and

performance requirements of these specifications shall be considered acceptable.

E. Other manufacturers pre-approved to submit for consideration shall offer equipment proposals for this work, provided any and all exceptions or deviations taken to the plan design and product specifications shall be approved by the ENGINEER prior to bidding. Consideration will be given only to products of manufacturers who can demonstrate that their equipment fully complies with all requirements of the specifications, warranties, and contract documents. The OWNER and/or ENGINEER of Record, at all times, are the sole judge of "Approved Equal", "Approved Alternate", and "Or Equal" designations to these specifications.

F. Other manufacturers approved to submit for consideration shall perform a pilot test at the facility prior to the bid date. The pilot test results must clearly demonstrate that the performance of the proposed equipment will meet all requirements of this specification section. The pilot test must be performed using equipment of the exact size and type to be proposed at bid time.

G. All bidders must recognize that, if any alternate equipment or system is used and does not meet or exceed the physical and dimensional standards nor perform as specified in the judgement of the ENGINEER or OWNER, the CONTRACTOR shall be required to modify or replace the alternate equipment with the original equipment at no additional cost to the OWNER or ENGINEER.

H. In order for alternate equipment to be considered an "approved equal," prospective suppliers must make a pre-bid submittal as detailed in the following paragraphs and make it available to the design ENGINEER fifteen (15) calendar days prior to the time of bidding. All differences shall be clearly marked between the specifications and proposed substitute equipment. No substitutions shall be accepted that are not preapproved by the ENGINEER and do not meet the requirements listed in this specification. All costs associated with substituting alternate equipment shall be the responsibility of the CONTRACTOR and/or alternate Manufacturer. In addition, on the date instructed by the ENGINEER, the manufacturer shall perform a pilot test at the facility. The pilot test results must clearly demonstrate that the performance of the proposed equipment will meet all requirements of this specification section. The pilot test must be performed using equipment of the exact size and type proposed at bid time.

I. The pre-bid submittals for qualification to bid must contain an installation list of ten (10) similar in size and capacity completed and in operation within the past ten (10) years. The installation list will be complete with the date of installation, the name and telephone number of the equipment operator and the name and telephone number of the design ENGINEER.

J. This specification has been prepared on the basis of the specific requirements for this application. These specifications may require modification of the manufacturer's standard equipment design. It will be mandatory that all equipment manufacturers meet all requirements of this specification. Equipment manufacturers shall modify their standard designs and recommended operational parameters to meet all requirements of this specification. Any claims to the contrary, whether specific or implied, indicating that the equipment may not meet the specifications, will be considered grounds for rejection of the bid.

1.02 SCOPE OF WORK

A. This section shall include furnishing One (1) Volute Dewatering Press together with associated sludge conditioning tank(s), control panel, polymer system, flowmeter, sludge feed pump controls, conveyors, and all appurtenances as specified in the Contract Documents and as required to meet the specified performance requirements and to provide a full and properly functioning sludge dewatering system. The OWNER will provide an existing sludge feed pump to be integrated with the dewatering equipment power and controls.

B. Unit responsibility: All equipment furnished under this section shall be the responsibility of a single Manufacturer to fabricate or procure, integrate, factory test, and deliver to the project site. It shall be the responsibility of the Manufacturer to coordinate all details and components required for a properly functioning system.

C. If the system requires additional space, utilities, and/or equipment which are not described in the Contract Documents or cannot be provided within sufficient existing footprint in the sludge handling building, the Manufacturer shall be responsible for costs associated with modifications, additions, and changes, including design effort, required to locate and place the proposed equipment into service.

D. The Dewatering Unit provided must include at least two (2) separate Dewatering Drums that operate independently such that if one Drum is inoperable for any reason, the unit can still dewater sludge at a minimum of 50% of its full capacity. In the event that a unit only has a single Dewatering Drum, two (2) separate units will need to be provided under this section.

1.03 RELATED SECTIONS

A. LIQUID POLYMER BLENDING SYSTEM

B. SLUDGE FEED PUMP (BY OWNER)

C. DEWATERED SOLIDS CONVEYORS

D. FLOWMETER

1.04 REFERENCES

- A. National Electrical Manufacturers Association (NEMA).
- B. Underwriters Laboratory (UL).

1.05 SUBMITTALS

A. The following design submittals are to be provided by Manufacturer following award of contract. All submittals shall be approved by the ENGINEER, prior to installation of such equipment. Submittals shall include as a minimum:

1. General Assembly drawings of all equipment to be supplied detailing all relevant dimensions and connection sizes.

2. Electrical drawings for all control panels showing all necessary field connections to be made.
3. Manufacturer's catalog sheets showing specified equipment, control panel, connecting piping and valves, spare parts package, O&M Manuals, and warranty information.
4. Installation instructions.
5. Motor characteristics and performance information.
6. Parts list including a list of recommended spare parts, and all components located within the control panel.

1.06 SYSTEM PERFORMANCE

A. The sludge dewatering system will be capable of dewatering the feed sludge and producing a solids cake with no free water present. The system will be able to start up, operate as required and shut down in the absence of any operators.

1.07 SYSTEM DESCRIPTION

A. The sludge dewatering system shall consist of One (1) Volute Dewatering Press and all appurtenances.

B. The Volute Dewatering Press shall be a complete prefabricated system consisting of:

1. Sludge conditioning system consisting of two-stage flocculation tanks with a mixing tank with gear motor and mixing impeller to allow efficient mixing of polymer in the sludge and a flocculation tank including gear motor and large cross-sectional area agitator.
2. Two (2) x 300 series "Dewatering drums" including spray wash down system and gear drives.
3. Support structure for the Dewatering Drum, including filtrate collection pan and outlet plumbing.
4. A self-contained electrical and control panel including control for ancillary equipment such as the sludge feed pump and solids conveying.

C. Appurtenances:

1. One (1) polymer dilution and dosing equipment
2. One (1) sludge feed pump
3. One (1) magnetic flow meter
4. One (1) shaftless screw conveyors

1.08 SPARE PARTS

- A. Furnish the following spare parts:
1. Spray wash system solenoid valve.

1.09 PATENTS

A. The manufacturer warrants that the use of this system and its equipment, in the process for which the system has been expressly designed, will not infringe on any U.S. or foreign patents or patents pending. In the event of any claim of infringement the manufacturer shall defend and indemnify the OWNER free from any liabilities associated with the use of the patented equipment or process.

B. The CONTRACTOR hereby grants to the OWNER, in perpetuity, a paid-up license to use any inventions covered by patent or patents pending, owned, or controlled by the supplier in the operation of the facility being constructed in conjunction with the equipment supplied under this contract, but without the right to grant sublicenses.

1.10 WARRANTY

A. The manufacturer shall warrant, in writing, that all equipment supplied by them shall be free from defects in material and workmanship, for a period of twelve (12) months from the date of startup, not to exceed eighteen (18) months from the date of delivery, unless noted otherwise within the specifications.

1.11 CONDITIONS OF SERVICE

A. The sludge dewatering equipment shall be designed to adequately condition and dewater the sludge such that a dewatered sludge cake is produced that easily discharges from the dewatering unit, without blinding or plugging, and that may be handled by solids conveying equipment.

B. Each unit shall be designed to operate in the environment for which it is intended, continuously or intermittently on demand, and shall perform the required dewatering operations without spillage of water or sludge beyond the nominal machine envelope. In addition, the unit will operate with no requirement for operator attention other than periodic inspection and chemical replenishment.

1.12 QUALITY ASSURANCE

A. All components of the sludge dewatering equipment shall be engineered for long, continuous, and uninterrupted service with minimal operator intervention. Provisions shall be made for easy maintenance, adjustment, or replacement of all parts.

B. To ensure unity of responsibility, the volute press, supporting frames, polymer mixing and feeding blend unit, press discharge conveyor, dumpster leveling conveyor, flowmeter, and control systems shall be furnished and coordinated by a single supplier. The OWNER will provide an

existing sludge feed pump. The CONTRACTOR shall assume full responsibility for the satisfactory installation and operation of the entire volute press dewatering system package.

C. Prior to shipment, the Volute Dewatering Press and control panel shall be factory tested at the place of assembly. Factory test each pre-assembled, pre-wired, Volute Dewatering Press and its associated control panel to be supplied to the job site. Prior to shipment, verify through a one-hour continuous operating test that the Volute Dewatering Press and associated equipment operate smoothly, noiselessly, vibration free, and without overheating of any bearing or motor.

D. The OWNER/ENGINEER shall, at their option, be permitted to witness the factory quality control test at the manufacturer's facility. The manufacturer shall give the OWNER/ENGINEER a minimum of one (1) weeks' notice prior to testing.

E. The Supplier shall have at least ten (10) full-scale systems utilizing the exact technology and exact equipment size proposed for this project operating successfully for at least five (5) years in North America at municipal wastewater treatment plants that were furnished under the manufacturer's own name.

PART 2 – PRODUCTS

2.01 VOLUTE DEWATERING PRESS

A. Manufacturer

1. Volute Dewatering Press Model ES-302 as supplied by Process Wastewater Technologies LLC, Rosedale, MD or pre-approved equal.

B. This specification is based on one product, which will be the basis of design and the base bid by CONTRACTORS. Alternative designs will be considered, but the base bid will be based on the Model ES-302 Volute Dewatering Press as specified herein.

C. The CONTRACTOR may substitute an alternative product for sludge dewatering, but his base bid must be based on supplying the model ES-302 Volute Dewatering Press. The alternative bid shall show a deduct for the alternative supply, and the CONTRACTOR shall supply information on the alternative to the Consulting ENGINEER at least 2 weeks before bid showing that it meets the performance requirements of this specification.

D. The CONTRACTOR shall also provide pilot testing data on the sludge from the WWTP, showing final sludge water content, filtrate quality, and chemical dosing rates. The CONTRACTOR shall also produce at that time drawings showing the layout of the alternative dewatering system as well as any changes in the building, foundation, and civil/mechanical/electrical construction details to accommodate the alternative device.

E. The CONTRACTOR shall also pay for the services of the Consulting ENGINEER in reviewing the alternative product. A down payment for these services of \$10,000, non-refundable, shall accompany the Alternative Bid Engineering Design Package when it is submitted at least 2 weeks before the bid date.

F. The Unit provided must include at least two (2) separate Dewatering Drums that operate independently such that in the event that one Drum is inoperable for any reason, the unit can still dewater sludge at a minimum of 50% of its full capacity. In the event that a unit only has a single Dewatering Drum, two (2) separate units will need to be provided under this section.

G. Materials and Coatings Schedule

1. All materials utilized in the construction of the sludge dewatering equipment shall be entirely suitable in every respect for the service required. All metals in contact with polyelectrolyte or sludge, and all other metal components other than those specified below in Table 1 shall be stainless steel, type 304 or 316.
2. No carbon steel will be used for any part of the press with the exception of gearmotors. Table 1 indicates the materials and coatings that shall be provided for the Volute Dewatering Press and related components unless specified otherwise herein:

Table 1. Material and Coatings Schedule

Item of Equipment	Material
Tanks and support frame	Type 304 Stainless steel
Plumbing and Spray bars	Type 304 Stainless steel
Dewatering Drums	Type 304 Stainless steel
Dewatering Drum screw	Type 304 Stainless steel with flame coating 10Co-4Cr
Gear Motors	Die cast Aluminum and Type 304 Stainless steel
Gear Motor coating	Acrylic paint
Spray nozzles	Polypropylene
Electrical enclosure	Type 304 Stainless steel
Electrical wiring housing	Non-metallic flexible liquid-tight conduit and fittings
Valves – wetted sections	Stainless Steel, EPDM Seating

H. Structural Components

1. The structural support frame shall be fabricated of type 304 stainless steel members conforming to the latest ASTM Standard Specifications for Structural Steel, Designation A36. The support frame will be a rigid structure, adequately braced to withstand intended loads without excessive vibration or deflection.
2. The framework shall be of welded and/or bolted construction. All welding shall conform with the American Welding Society Structural Welding Code.

3. The structure shall be designed for installation on a prepared concrete foundation, suitable flat concrete slab, or fabricated platform and secured with anchor bolts.
4. The construction shall allow easy access and visual inspection of all internal components.

I. Dewatering Drums

1. The dewatering drums will be constructed of ATSM type 304 SS. All circular components will be laser cut to ensure maximum evenness of wear and therefore operating life.
2. Assembly will be undertaken in such a way that all fixed rings are concentric and parallel. All fixed rings will be equally spaced apart for each section of the dewatering drum. When mounted on the retaining rods and installed, all moving rings will move freely between the fixed rings.
3. Each Dewatering Drum shall be equipped with individual spray bars. Each spray bar shall consist of a spray pipe fitted with spray nozzles, located above the dewatering drum. The spray pipe and spray nozzle assembly shall be readily removable. Nozzle spacing and spray pattern shall be such that the sprays from adjacent nozzles overlap one another on the dewatering drum surface. The sprays will operate periodically and will remove solids built up externally on the drum such that over time no significant buildup of solids occurs on the drum.
4. Each Dewatering Drum will have a drive motor:
 - a. The Dewatering Drum drive motor will be a one-piece gearmotor. Gearmotors will be hollow shaft design designed to drive the dewatering drum screws with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Screw rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit.
 - b. Drive Motor Data:
 - a. Maximum Horsepower: 0.55
 - b. Power Requirements: 208/240/480 VAC, 3 phase, 60 hertz
 - c. No load motor speed: 1760 RPM
 - d. Gear Reduction: 750:1
 - e. Output shaft speed: 2.6 RPM @ 60Hz
 - f. Ingress Protection Rating: IP65
 - g. Enclosure: TEFC
 - h. Enclosure material: Die Cast Aluminum

J. Mixing and Flocculation Tanks

1. Each Volute Dewatering Press shall have an integrated two-stage mixing system comprising of a flash/rapid mix tank and flocculation tank, each with mixers and drive motors. Tank sizing and design will ensure adequate residence times and

mixing conditions to ensure complete flocculation and satisfactory dewatering performance.

2. Tank design will minimize the possibility of any short circuiting of flow.
3. Design and manufacture of tanks and spill trays must ensure no leakage or spillage of fluids under normal working conditions.
4. Mixing and flocculation tanks will be manufactured in type 304 stainless steel and will be a minimum of 14 gauge (0.0747"). Tanks and spill containment trays will be fully welded internally and externally.
5. Each Mixer will have a drive motor:
 - a. The mixer and flocculation tank drive motors will be a one-piece gearmotor. Gearmotors will be hollow shaft design designed to drive the mixing impeller shafts with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Mixer rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit allowing variable mixing energy to be input to the system.
 - b. Flash Mixing tank drive motor data:
 - a. Maximum Horsepower: 0.3
 - b. Power Requirements: 208/240/480 VAC, 3 phase, 60 hertz
 - c. No load motor speed: 1760 RPM
 - d. Gear Reduction: 10:1
 - e. Output shaft speed: 180 RPM @ 60Hz
 - f. Ingress Protection Rating: IP65
 - g. Enclosure: TEFC
 - h. Enclosure material: Die Cast Aluminum
 - i. Service Factor: 1.15
 - c. Flocculation tank drive motor data:
 - a. Maximum Horsepower: 0.55
 - b. Power Requirements: 208/240/480 VAC, 3 phase, 60 hertz
 - c. No load motor speed: 1760 RPM
 - d. Gear Reduction: 60:1
 - e. Output shaft speed: 30 RPM @ 60Hz
 - f. Ingress Protection Rating: IP65
 - g. Enclosure: TEFC
 - h. Enclosure material: Die Cast Aluminum
 - i. Service Factor: 1.15

2.02 CONTROL PANEL

A. Each Volute Dewatering Press shall have an integrated electrical and control system that will allow for safe, simple and automated operation of the unit. All electrical work, motors and drives will comply with any relevant NEMA standards.

B. The electrical control system will be able to accept remote start and stop signals, and will have outputs for unit in operation, and unit alarms to an external PC.

C. Control Panel Features:

1. Control Panel will be UL listed.
2. Enclosures: Control panel enclosures shall be wall mounted or free-standing, fabricated of type 304 stainless steel and shall be suitable for NEMA 4X service.
3. The control panel shall accept a 208/240/480-volt, 60 hertz, 3 phase ac power input. A main disconnect circuit breaker and operator mechanism shall be included. When the disconnect is in the open position, all power shall be removed from the control system.
4. IEC rated motor starters shall be provided for all non-VFD and DC motors.
5. Variable frequency drives (VFD) shall be provided for the dewatering drum drive and mixing and flocculation tank agitators as well as the OWNER provided sludge feed pump.
6. Short circuit protection for system components shall be accomplished utilizing fuses. Individual thermal overload protection shall be provided.
7. A transformer shall be included that will provide 120 volts, ac for the polymer dilution and dosing system and control system.
8. A Programmable Logic Controller (PLC) will control all timing and switching functions.

D. External Enclosure Features:

1. The external door of the panel will have the following switches and indicators:
 - a. Main Isolating Switch (Circuit Breaker)
 - b. An emergency stop button which shall be a mushroom head style pushbutton that when depressed shall immediately de-energize all moving equipment in the system.
2. Within a windowed enclosure mounted on the panel door:
 - a. HMI Touch Screen
 - b. An H-O-A system switch to switch the system from Auto to off to manual modes
 - c. Power on Light (white)
 - d. An Operating Light -for when the unit is actually in operation - (green)
3. In addition to items located on the main enclosure door:
 - a. An Alarm Light - a flashing light located on the top of the panel (red).

2.03 PROGRAMMABLE LOGIC CONTROLLER (PLC)

A. Each Volute Dewatering Press will be provided with an Allen Bradley CompactLogix PLC, installed, wired and programmed to perform the following functions:

1. Operational Control
 - a. Control of all components of the Volute Thickener system including the ability to set times and operating speeds for any feed pump installed, solids conveyors, dewatering drums, mixers, polymer dosing system and wash-down sprays.
2. System Tuning
 - a. PLC will allow suitably qualified operators to adjust operating parameters such as delay timers for fault alarms and system calibration constants.
3. Monitoring Operation
 - a. PLC will allow the operator to inspect the operation of all the components including indicators such as output frequency, current draw, thermal condition, elapsed operating times, and any faults present. Operators will be able to view approximated readouts of all operational speeds and flowrates relevant to the operation of the system.
4. Manual operation of components
 - a. Operators will be able to manually operate each item of equipment from the PLC interface for inspection and maintenance reasons.
5. Time Clocks
 - a. Operators will be able to set the unit to operate at specific times or on specific days with no operators present.

2.04 ELECTRICAL HARDWARE

A. Power Wiring

1. All power and wiring shall be 600-volt, type THHN insulation, stranded copper and shall be sized for the required load, 14 AWG minimum, and color coded for voltage.

B. Control Wiring

1. Control wiring shall be 250-volt type THHN insulation, stranded copper and shall be sized for the required load, 18 AWG minimum, and color coded for voltage.

C. Circuit Breakers

1. Circuit breakers for the main disconnect shall be thermal magnetic molded case units. Circuit breakers shall be Square D, Class 650, Type FAL or equivalent.

D. Motor Starters

1. Motor starters shall be full voltage, non-reversing, IEC style across-the-line units. Coils shall be 120 volts ac. Siemens type Sirius 3RT10 or equivalent.

E. Selector Switches

1. All selector switches shall be heavy duty, corrosion resistant units rated for NEMA 4X service. Contact blocks shall be rated for 10 ampere continuous service. Selector switches shall be Idec Series TWTD.

F. Pilot Lights

1. Pilot lights shall be heavy duty, corrosion resistant units rated for NEMA 4X service. Units shall be 120 VAC full voltage incandescent type. Pilot lights shall be Idec Series TWTD or equal.

G. Terminal Blocks

1. Terminal blocks shall be high density, solderless box lug style, with 600-volt rating. Terminal blocks shall be Allen Bradley type 1492 or equal.

H. Control Relays

1. Control relays shall be of general-purpose type with a 10 amp contact rating, miniature square base and internal on status pilot light. Relays shall be Allen Bradley Type 700-HF Series or equal.

I. Programmable Logic Controller

1. The programmable relay shall be an Allen Bradley CompactLogix PLC.

J. Variable Frequency Drives (VFD) shall be UL listed and shall be Altivar 320 Series as manufactured by Square D.

1. Each VFD will include a 2 Port ATV320 Communications card with Modbus/TCP, Ethernet/IP (DLR) capability.

2.05 FUNCTIONAL SPECIFICATION

- A. The control panel will undertake the following operations:
- B. Auto-Manual Operation:
1. The Volute Thickener-Dewatering Press system may be set to either Auto/Manual/Off on the control panel via a 3-position switch. This will be the "main switch" for the plant.
 2. When set to manual, all items may be switched on and off at the control panel by the switches on the HMI unit.
 3. When set to off, no items will work whether switched on or off either at the control panel or anywhere else.
 4. When set to Auto, all items of equipment will work as per the following descriptions.
- C. Clock Operation
1. The clock function will be controlled by the PLC in the control panel. Two clock functions will be allowed for in the program. The clock may be set to either "On" or "Auto/timer" via at the PLC. If the clock is set to "On" the plant will run for as long as the main switch is set to "Auto". When the clock is set to "Auto/Timer" the plant will operate in accordance with the clock settings.
 2. Clock function settings will allow the operator to set the dewatering press and all associated equipment to switch on and off, at pre-designated times on pre-designated days with no operators being present. A minimum of two (2) different "clock programs" will be allowed for in the PLC program.
- D. Sludge Feed to Plant
1. Sludge is fed to the plant by a feed pump controlled from the control panel. A VFD will control the speed of the pump. In the event of a pump overload or a VFD fault the plant will shut down and an alarm will occur.
 2. A flow meter will monitor the sludge flow. The operator will be able to set the flow, and the feed pump will operate to maintain that flow via a PID loop. Any variations from the preset flow will cause the system to shut down and an alarm to occur.
- E. Polymer Feed
1. Polymer feed to the plant is achieved by the integral polymer preparation system connected to the plant. This system is controlled and powered by the control panel. Outputs from the control panel to the polymer preparation system will include power, start and stop signals, and variable speed control for the polymer feed pump.
 2. Manual adjustment of the speed control for the polymer dilution mixing chamber will be made from the control panel. The control panel will also monitor the polymer

preparation system for faults due to low water pressure, or no polymer flow and shut the system down with an alarm should this occur.

F. Flocculation Tank Agitation

1. Whenever the plant is operating two (2) motorized agitators will operate continuously, stirring the contents of the flocculation tank. These are geared motors and will be controlled by a VFD in the control panel. The VFD will be adjustable from 5 Hz up to 75 Hz.
2. A high-level sensor will detect any high fluid level in the flocculation tank and will shut the plant down and cause an alarm should this occur.

G. Dewatering Drums

1. The Dewatering Drums will operate whenever the plant is operating. The motor is controlled by a single VFD. The Range of Adjustment for this will be 15 Hz to 100Hz. When the plant shuts down the dewatering drum will continue to operate for a pre-set time before they shut down. Sprays will periodically switch on while the dewatering drum is operating. The frequency and duration of the spray are adjustable in the PLC.

H. Conveyors

1. The Conveyors will operate whenever the dewatering drums are operating and will shut down following a pre-set delay following the shutdown of the dewatering drums. E-stop and no-motion sensors on the conveyors will shut down the system and cause an alarm in the event they are activated. The conveyors will also shut down the system and cause an alarm on over torque.
2. A dumpster leveling conveyor shall be provided if required by the OWNER.

2.06 LIQUID POLYMER BLENDING SYSTEM

A. The work in this section consists of furnishing and installing one (1) polymer blending unit to feed polymer to the solids dewatering system. The blending unit shall be supplied with progressive cavity pump, motors and controls, including all integral piping, valves, fitting, pipe supports, special equipment and appurtenances in accordance with these specifications, including all incidental work necessary to make it complete, satisfactory and ready for operation.

B. The polymer dilution and feed system shall be capable of effectively activating and fully blending with water a homogenous polymer solution ranging from 0.1% to 1% concentration of emulsion polymers with active contents up to 75%.

C. The polymer dilution system shall be provided by the dewatering system manufacturer.

D. Design Criteria

1. Polymer Type: Emulsion
2. Polymer Activity (percent active): 30 to 75

3. Solution Concentration Range: 0.1% to 2% based on neat polymer
4. Solution Concentration Range: 0.5% based on neat polymer
5. Neat Polymer Flow Range (GPH): 0.25 to 5
6. Dilution Water Range (GPH): 60 – 600

E. Spare Parts & Special Tools

1. One (1) progressive cavity pump stator.
2. One (1) progressive cavity pump lip seal.
3. One (1) banding clamp tool for replacement of the progressive cavity metering pump pin joint banding clamps.
4. One (1) neat polymer check valve, complete.

F. Polymer Dilution Equipment

1. General: CONTRACTOR shall provide polymer dilution systems as specified herein. The polymer dilution/feed unit shall be capable of automatically metering, diluting, activating and feeding a liquid polymer with water. Units are not standard design; they shall be modified as specified herein.
2. Manufacturers: Unit shall be VeloDyne, VeloBlend VM Series; or equal, modified as required to meet the specified requirements.
 - a. The naming of a manufacturer in this specification is not an indication that the manufacturer's standard equipment is acceptable in lieu of the specified component features. Naming is only an indication that the manufacturer may have the capability of engineering and supplying a system as specified.
3. Equipment: These specifications are based on a multi-stage, multi-zone, Hydro-Mechanical polymer activation & blending technology. Alternate technologies will only be considered if proven to provide an equal level of performance, versatility, reliability and quality, otherwise the following technology will be provided without exception.
4. Materials of Construction: The following material requirements will be strictly adhered to:
 - a. System skid: 304 stainless steel
 - b. Hardware: Type 18-8 stainless steel
 - c. Inlet and Outlet fittings: 304 stainless steel
 - d. Piping & pipe fittings: schedule 80 PVC
 - e. Tubing and tube fittings: polyethylene, polypropylene, stainless steel and Viton

- f. Water solenoid valve: brass
 - g. Pressure gauges: stainless steel, liquid filled
 - h. Pressure switches: NEMA 4, brass connection
 - i. Flow meter: acrylic, stainless steel, PVC and or polypropylene
 - j. Water control valve: stainless steel with stainless steel seat
 - k. Mixing chamber body / flanges: stainless steel
 - l. Mixing chamber cover / chamber: clear polycarbonate
 - m. Mixing chamber discharge: stainless steel
 - n. Impeller: 304 stainless steel
 - o. Impeller shaft seal: Viton, stainless steel, ceramic, carbon
 - p. Mixing chamber pressure relief valve: brass, stainless steel or PVC
 - q. Metering Pump wetted parts: stainless steel & Viton
 - r. Metering Pump Shaft Seals: Viton, stainless steel ceramic, carbon
 - s. Junction box: FRP.
5. In order to provide control and versatility to optimize the performance of the wide range of polymers available and to optimize system reliability, a multi-stage Hydro-Mechanical polymer blending technology shall be provided with both a non-mechanical and mechanical mixing stage:
- a. Non-Mechanical Stage: To optimize reliability, the device shall be capable of activating and blending polymer based on plant water pressure alone at 30 psid or greater. Polymer shall be injected directly into a water jet by means of an injection quill positioned such that the non-mechanical mixing energy is no way diminished prior to polymer and water contact. The non-mechanical zone shall be designed such that the velocity of the mixing energy-producing water jet is maintained or increases as flow decreases.
 - b. Hydro-Mechanical mixing Stage: In order to provide optimal polymer performance under all operating conditions and to provide total control over mixing energy, in addition to the non-mechanical mixing stage the device shall be capable of producing its mixing energy independent of plant water pressure through a variable intensity, controllable stainless-steel hydro-mechanical mixer. The mixing impeller shall be fully controllable and capable of inducing ultra-high, non-damaging mixing energy at all flow rates. This shall be accomplished by controlling mixing intensity and preventing over exposure to, or damaging recirculation through the impeller. The polymer mixing impeller shall be designed to produce both axial and radial flow to optimize mixing effectiveness and to effectively induce high, non-damaging mixing energy over the system's full flow range.
 - c. Mixers that rely solely on plant water pressure and or flow for mixing energy will not be acceptable. Mixers where performance is affected by flow rate and therefore retention time resulting in under or over exposure to mixing energy, or which rely on constant speed impellers or that rely on close tolerances for blending shall not be acceptable.
6. In order to prevent polymer build-up, the mixing chamber shall maintain high velocity in the entire chamber - at no time shall there be low velocity within any portion of the mixing chamber.
7. The mixing impeller shall be controlled by a VFD motor controller located in the Volute Dewatering Press control panel and driven by a wash-down duty motor.

The motor shall be mounted horizontally or above the mixing chamber. Motors mounted under the mixing chamber where seal failure or leaks can damage the motor shall not be acceptable.

8. The mixer drive shaft shall be sealed by a mechanical seal which shall have an integrally mounted and factory plumbed seal flush. A drain port behind the seal shall be provided in the mixing chamber to drain the polymer solution in case of a seal failure. The seal shall be easily accessible for replacement. Systems without a seal flushing system shall not be considered. All bearings shall be external from the mixing chamber. Internal bearings shall not be acceptable.
9. Both mechanical and non-mechanical mixing zones shall be clear polycarbonate to view the mixing action and blending effectiveness. Acrylic chambers prone to becoming brittle over time and cracking, or opaque pipe shall not be acceptable to meet this requirement. The clear cover shall have a stainless steel reinforced gusseted flange with a stainless-steel discharge connection in order to handle maximum operating pressures.
10. The mixing chamber shall have a maximum rated pressure of 100 psi. Provide pressure relief on the mixing chamber factory set at 75 psi.
11. Provide a neat polymer check valve specifically designed to isolate neat polymer from dilution water. The valve shall be designed with an open, unobstructed path to the valve seat. To minimize check valve plugging due to normally occurring polymer agglomerations, the minimum open area up to and including the valve seat shall be 3/16" without exception. The valve body shall be constructed of Teflon with Viton seals. The valve poppet and spring shall be stainless steel. The spring shall be outside of the polymer flow path to prevent build-up and plugging. The locking pin used to hold the valve in place shall be attached to the mixing chamber with a lanyard. The valve shall be readily accessible for cleaning and shall not require tools for removal, cleaning or replacement. Conventional check valves, valves that rely on ball seals, and or check valves that are installed inside the mixing chamber, or which require mixing chamber disassembly for servicing will not be accepted.

G. Dilution Water Assembly

1. The dilution water flow rate shall be monitored by a Rotameter type flow meter having the range as specified under paragraph 1.02 above. Unions or flanges shall be provided on the flow meter to allow easy removal for cleaning.
2. The unit shall have an electric solenoid valve for on/off control of total dilution water flow. An isolation ball valve shall be provided upstream of each solenoid valve to allow for maintenance of the solenoid valve.
3. A differential pressure type low water differential pressure alarm shall be provided. The switch shall be adjustable between 9 and 60 psid. Static working pressure, 500 psi. The pressure switch shall be manufactured by Ashcroft.
4. Provide a 2-1/2" stainless steel liquid filled pressure gauge to monitor dilution water inlet pressure.

H. Progressive Cavity Neat Polymer Metering Pumps

1. The unit shall have one (1) neat polymer metering pump(s) integrally mounted on the systems skid. The metering pump(s) shall have a range as specified under paragraph 1.02 above. The pump shall be a positive displacement, progressive cavity type constructed of stainless steel and Viton. The shaft seal shall be a lip seal type riding on a ceramic sleeve. Mechanical seals shall not be used. A 240/480 VAC 3-phase wash-down duty motor shall drive the pump. A gear reducer shall be provided to produce a maximum pump shaft speed of not more than 545 RPM. The motor shall be controlled by a VFD motor controller located in the Volute Dewatering Press control panel.
2. Provide a calibration column with two full port PVC ball valves having Viton o-rings. The column shall be calibrated for a one-minute draw-down at maximum pump rate and read in GPH and milliliters. The calibration column shall be rigidly mounted to the systems frame with a minimum of two heavy duty brackets. Mounting the calibration to the neat polymer inlet piping shall not be acceptable. Provide a breather plug in the top of the calibration column designed to allow adequate displacement of air during calibration while preventing water or other foreign material from entering the calibration column.
3. Provide a thermal type loss of polymer flow sensor.

I. Solution Discharge Assembly

1. Provide a 2-1/2" stainless steel liquid filled pressure gauge to monitor system discharge pressure.
2. Provide a swing type check valve to prevent back flow. The check valve shall be sized for the total solution flow of the system, constructed of PVC and Viton.

J. Controls

1. The polymer feed system shall be controlled by the Volute Dewatering Press control panel.
2. A junction box integral to the systems frame shall be provided. The junction box shall be rated NEMA 4X and constructed of FRP. All skid mounted electrical components interconnected to the control panel shall terminate at numbered and labeled terminal blocks. The terminal blocks shall be sized for 14 ga. wire. Wires shall be neatly run through conduit and numbered with shrink tubing type labels.
3. The junction box shall be positioned such that there are no obstructions in front of the control panel per related NFPA requirements.
4. All control and alarm functions and displays, as well as operator input will be available at the Volute Dewatering Press System control panel mounted at the press.
5. Inputs from Volute Dewatering Press control panel:

- a. Water Valve Open
 - b. Mixing Motor Power
 - c. Pump Motor Power
6. Outputs to Volute Dewatering Press control panel:
- a. Low Water Pressure Alarm (discrete dry contact)
 - b. Low Polymer Flow Alarm (discrete dry contact)
- K. System Skid
- 1. The system's frame shall be of rugged 304 stainless steel construction. No mild steel shall be used. All piping shall be rigidly supported.
 - 2. Under no circumstance shall the pump suction exceed 5" from the bottom of the skid for progressive cavity pumps.
 - 3. The skid shall have an integral stainless steel drip pan located under the neat polymer metering pump. Provide one dozen absorbent pads designed for oil and sized to fit within the drip pan.
 - 4. The overall system dimensions shall not exceed 34"W x 24"D X 42"H.
 - 5. Skid shall allow for operation and maintenance from one side (allowing for skid to be mounted against wall with no clearance behind skid).

2.07 SLUDGE FEED PUMP (BY OWNER)

- A. The OWNER will provide an existing progressing cavity-type sludge feed pump used to feed sludge to the existing SOMAT dewatering system located in the Dewatering Room. The existing sludge feed pump is located in the Drain Pump Station valve vault and will remain in place. All feed piping to the dewatering building and power from the local disconnect will remain as well.
- B. The existing sludge feed pump is a Netzsch Nemo pump Model NM053BY01L07V positive displacement, progressing cavity-type pump with a 7.5 HP inverter duty direct drive motor. The pump has a maximum feed rate of 112 gpm. The pump has been recently rebuilt and shall meet the operating requirements of the proposed Volute dewatering system. Use of the existing pump will be determined if it can be integrated seamlessly with the proposed dewatering system and controls.
- C. The pump shall have a variable speed drive and be controlled by the proposed dewatering system control panel. The pump shall meet the operating conditions of the volute dewatering press.
- D. Pump controls shall include a Hand-Off-Auto selector switch and Run and Stop indicator lights. The dewatering system control panel shall contain adequate I/O for remote control of the sludge feed pump.
- E. The existing pump inlet chamber flush solenoid valve located at the pump shall remain operational. The on/off and timer set point for startup from the existing HMI shall be integrated into the proposed dewatering system control panel.

2.08 DEWATERED SOLIDS CONVEYORS

A. General

1. A Dewatered Solids Conveyor System for the conveyance of dewatered wastewater sludge from the Volute Dewatering Press to the Dumpster.
2. Shafted screw conveyors will not be acceptable. Conveyors utilizing shafts with flights and intermediate bearings will not be acceptable due to their inherited ability to become clogged from the stringy, sticky, gelatinous, thixotropic characteristics of the conveyed material. Conveyor rotational speeds shall not be greater than herein specified.
3. Spiral fighting for the shaftless screw conveyors shall be designed to convey material without a center shaft. The minimum overall spiral weight and surface pressure shall be as specified herein. The conveyor will include an inner flight to increase axial strength and capacity of the conveyor. The minimum spiral weight shall be specified herein.
4. The Conveyors will be supplied by the dewatering equipment manufacturer in accordance with the following design conditions:

	PRESS DISCHARGE CONVEYOR	DUMPSTER LEVELING CONVEYOR (if required)
Cubic ft per Hour	80	80
Material	Sludge	Sludge
Material Density (lbs/cubic foot)	55	55
Max Solids	25%	25%
Length [ft] – Estimated	~40	~10
Angle	25 Degrees	Horizontal
Max Screw Speed RPM	25	25
Max Trough Fill	50%	50%
Min Flight OD	12"	12"
Min Spiral Weight per ft	27	27
Minimum Trough Width	12.5"	12.5"
Minimum HP	5	1
Drive Location	Discharge	Inlet
Motor Type	TEFC	TEFC
Reversing Screw	No	No

B. Materials

1. Unless otherwise specified or permitted, the materials used in the fabrication of the equipment under this section shall conform to the following:
 - a. Chutes and Hoppers: 304 stainless steel

- | | | |
|----|------------------------------|--|
| b. | Troughs, End Plates, Covers: | 304 stainless steel |
| c. | Supports: | 304 stainless steel |
| d. | Spiral Flighting: | Cold formed, High Strength Micro Alloy Carbon Steel with a minimum hardness of 220 Brinell (+/-) |
| e. | Wear Liner: | Ultrahigh molecular polyethylene |
| f. | Bolts, Nuts, and Washers: | 316 stainless steel |

C. Spare Parts

1. Provide the following spare parts:
 - a. Two (2) sets of packing materials.
 - b. One (1) set of trough wear liners.
 - c. One (1) zero speed switch.
 - d. One (1) safety trip cord switch.

D. Horizontal and Inclined Troughs

1. Troughs shall be similar to the dimensional standards of CEMA 300 and enclosure classification IIE. Each conveyor trough shall be U-shaped, fabricated from a minimum 1/8-inch stainless steel plate.
2. Stiffeners shall be placed across the top of the trough and fastened to both sides of the trough to maintain trough shape and act as a face seal for the covers; apply a continuous gasket, one half inch width, to the entire top face of the trough top flange and stiffeners.
3. Each trough shall be equipped with filling and/or discharge openings as required by the contract drawings. If required, each filling and discharge opening shall be flanged suitable for interconnection to other devices. Any interconnecting devices such as chutes and hoppers shall be fabricated from the same material as the troughs.
 - a. A flanged covered drain outlet shall be provided with each conveyor to facilitate cleaning.
 - b. The portion of each trough that is not covered by the filling chute shall be covered by a bolted cover of a material identical to the trough. The covers shall be manufactured in a maximum of four-foot length sections to allow for access to the conveyors. To prevent unsafe access to the conveyors, quick opening covers will not be allowed.

E. Wear Liner

1. The wear liner for each conveyor shall be fabricated of ultra-high molecular weight polyethylene (UHMW) sintered with an anti-wear filler to reduce wear and synthetic lubricant to reduce friction.
 - a. The wear liner shall be furnished in maximum four-foot sections, 3/8" minimum thickness, to provide ease of replacement.
 - b. The liner shall be held in place with clips; no fasteners will be allowed.

F. Inlet and Discharge Chutes

1. Inlet and discharge chutes shall be provided by the conveyor supplier. All chutes shall be fabricated from the same material as the conveyor trough.

G. Conveyor Supports

1. Each conveyor shall be furnished complete with supports suitable for mounting as shown on the contract drawings and as required by the supplier's design. The supports shall be shop fabricated from structural steel shapes and plates and shall be assembled and fitted to the conveyor prior to its delivery to the jobsite. Supports and conveyor segments shall be match marked and shipped to the jobsite for assembly by the contractor. At a minimum, each conveyor shall be provided with support at the inlet and discharge end, with intermediate support as required.
 - a. Support shall be fabricated of AISI 304 stainless steel or equal.
 - b. All shop welding shall conform to the latest standards of the American Welding Society (AWS). The supports shall be designed to avoid interference with other equipment or equipment supports.

H. Structural Design

1. All structural supporting members shall be designed such that the ratio of the unbraced length to least radius of gyration (slenderness ratio) shall not exceed 120 for any compression member and shall not exceed 240 for any tension member (of angles about Z-Z axis). In addition, all structural members and connections shall be designed so that the unit stresses will not exceed the American Institute of Steel Construction allowable stresses by more than 1/3 when subject to loading of twice the maximum design operating torque of the spiral conveyor drive motors.

I. Drive Units

1. Each spiral conveyor shall be driven by a constant-speed integral gear reducer/motor drive unit mounted to an adapter flange mounted to the end plate of the conveyor. The adapter flange shall allow the leakage of any material from the conveyor trough to atmosphere rather than into the gear reducer/ motor drive unit. Direct coupling of the gear reducer/motor drive unit to the end flange of the conveyor will not be acceptable.
2. The drive unit shall be rigidly supported so there is no visible "wobble" movement under any operating condition. In the event of a prolonged power failure or emergency system shutdown the drive system shall be designed, at a minimum, to start the conveyor from a dead stop with the trough filled throughout its entire cross-sectional area and length with partially dried and hardened dewatered material.
3. Each motor shall be 230/460-volt, 60 Hz, 3 phase conforming to the General Equipment specifications, except as modified herein. Each motor shall be high efficiency, 40C ambient rated, 1.15 service factor and shall have Class F

insulation. Motor shall have a TEFC enclosure with Design B speed/torque characteristics.

J. Gear Reducers

1. All gears shall be AGMA Class II, single or double reduction, helical gear units with high-capacity roller bearings.
 - a. Bearings shall be designed for the thrust loads from the fully loaded startup condition and shall have an AFBMA B10 life of 30,000 hours.
 - b. The reducer will be the standard air-cooled unit with no auxiliary cooling.
 - c. The gear reducer shall be sized with a torque service factor of 1.5 times the absorbed power or 1.1 times the motor nameplate, at the driven shaft speed, whichever is greater.

K. Packing

1. An adjustable greased gland packing ring consisting of two Teflon coated packing rings shall seal the drive shaft at its penetration through the end plate.

L. Conveyor Control Safety Devices

1. Motion Failure Alarm Unit - Each conveyor drive unit shall be equipped with a motion failure alarm unit. The location and mounting details shall be as recommended by the conveyor manufacturer. Motion sensors shall be the non-contacting type using a probe with a pre-amplifier and main electronic assembly. The main electronic unit shall operate on 120-volt, single phase, 60 Hz power supply, and shall be housed in a NEMA 4X enclosure. A 0 to 60 second time delay shall be provided for startup of the conveyor.
2. Emergency Shutdown - Each conveyor shall be furnished with an emergency trip cord and safety switch. The cord shall run the full length of each conveyor. The trip switch shall immediately stop all conveyors when the switch is actuated.

M. Slide Gates

1. The conveyor system shall include slide gates. Each slide gate shall be manually operated. The slide gates shall be specifically designed to operate as an integral part of the conveyor system and shall be supplied by the conveyor manufacturer.
 - a. The slide gates shall be designed with a maximum vertical dimension of 10" including the electric motor operator. The slide gate shall be designed so that in the full, open position at least one rotation of the spiral is exposed to the opening in the direction of transport. The slide gates shall have an opening at least the full width of the conveyor. Minimum opening size shall be 12" x 14". The slide gates shall be fabricated entirely of AISI 304 stainless steel and suitable non-metallic components, all minimum 3/16" thickness. The conveyor manufacturer shall provide electric motor operated gate operator, NEMA 4X limit switches to indicate open and closed status, and worm gear motor. The gate operator shall include a stainless-steel cylindrical housing, stainless steel shaftless spiral, stainless steel activator, stainless steel input shaft, and non-metallic wear surfaces.

The gate operator shall be driven by a flange mounted worm gear motor, 1/2 HP, 50 RPM output speed, and of the same manufacture as that of the conveyor drive unit.

2.09 MAGNETIC FLOW METER

- A. Manufacturer
 - 1. Rosemount Magnetic Flow Meter Model 8750W as supplied by Process Wastewater Technologies LLC, Rosedale, MD or pre-approved equal.
- B. This specification is based on one product, which will be the basis of design and the base bid by CONTRACTORS. The CONTRACTOR shall furnish, test, install and place in satisfactory operation the magnetic flow meter, with all spare parts, accessories, and appurtenances for real-time monitoring of sludge feed flow as herein specified.
- C. Meter shall be adequately sized for the expected flow ranges with stainless steel flanged connections (ASME B16.5 Class 150), stainless steel flow tube with polyurethane liner, 316L stainless steel electrodes, 316L grounding rings and shall have 0.5% accuracy.
- D. Furnish meter with remote wall mount transmitter with 4-20 mA output, NEMA 4X enclosure, local operator interface with keypad & LCD. Sludge flow rate signal shall be fully integrated into the dewatering press control panel for system operation.
- E. Spare Parts and Tools
 - 1. Furnish one portable primary head simulator for calibration and testing of magnetic Flowmeter signal converters. The calibrator shall be furnished complete with rechargeable battery pack, test leads, spare battery pack, charger, carrying case and accessories. The calibrator shall be furnished by the Flowmeter manufacturer and shall be fully matched to the instrumentation furnished.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The CONTRACTOR will undertake installation of equipment in this section as per the manufacturer's submitted instructions and in accordance with these specifications and associated plans.
- B. The Manufacturer will provide phone/email consultation as necessary to ensure correct installation and resolve any issues that arise during installation.
- C. No on-site supervision should be required for installation, however, should the CONTRACTOR deem it necessary, onsite services may be provided and charged to the CONTRACTOR at the manufacturer's standard service rates plus travel.

3.02 START-UP AND COMMISSIONING

A. Upon completion of the installation, and at a time that is deemed to be most appropriate by consensus of all parties, the services of the manufacturer's factory trained startup technician shall be provided at the project site for equipment start-up. The following tasks will be undertaken during this time:

1. Installation inspection to ensure all equipment is installed properly and is ready to be started up and operated.
2. Functional Startup of equipment, calibration and setting of equipment parameters.
3. Operational startup, optimization and data collection.
4. Operator Training

B. Start-up or commissioning service provided by anyone other than the manufacturer, or their authorized representative shall limit or void equipment warranty.

C. The CONTRACTOR shall provide the Manufacturer with a minimum of two (2) weeks' notice prior to onsite start up, functional testing, and manufacturer training services.

D. In the event that the manufacturer's startup technician arrives on site and equipment is not ready for start-up, functional testing, field performance testing, and training services on date CONTRACTOR stated to manufacturer, the CONTRACTOR shall pay all additional costs incurred by manufacturer incurred as a result of the equipment not being ready for start-up.

E. The CONTRACTOR shall ensure that start up is not performed until there is a minimum volume of sludge to allow four (4) days of operation at dewatering system design capacity plus sludge production rates sufficient to allow plant operators to operate the press on a regular schedule following start-up and training of plant staff.

3.03 DELAYED START-UP

A. In the event that enough sludge (as per S3.02 E) is not available prior to substantial completion of the project the following will occur:

1. CONTRACTOR/OWNER may at their discretion and cost bring the manufacturer's trained representative to site to undertake inspection and functional start-up to ensure equipment is ready for full start-up and commissioning once sludge is available. CONTRACTOR will return to site as necessary to ensure successful start-up and commissioning at the time it occurs.
2. Manufacturer will issue a promissory note to undertake start-up, commissioning and operator training at a future date when enough sludge is present.
3. The OWNER may withhold final payment directly from the manufacturer equivalent to four (4) days at the manufacturer's standard service rates plus travel.

3.04 OPERATOR TRAINING

- A. Upon satisfactory completion of the start-up and calibration, a representative of the manufacturer shall be provided to instruct the OWNER'S personnel in the proper operation and maintenance of the equipment.
- B. The manufacturer will provide training during the four (4) day start-up period.
- C. Training will occur during one (1) training session for all relevant plant staff.
- D. Total time for the equipment training session will not exceed three (3) hours.

3.05 ON SITE SERVICES

- A. The manufacturer will allow for one (1) trip of four (4) consecutive days on site for installation inspection, start-up, and operator training.

3.06 DOCUMENTATION

- A. Upon completion of commissioning, the manufacturer will provide the OWNER with four (4) copies of the operation and maintenance manuals for the Volute Dewatering Press.
- B. Upon completion of commissioning, the manufacturer will provide an electronic copy of the PLC program to the OWNER.

3.07 OTHER SERVICES

- A. Additional services, other than those provided for by warranties or as specified herein, may be charged to the OWNER/CONTRACTOR at the manufacturer's standard service rates.

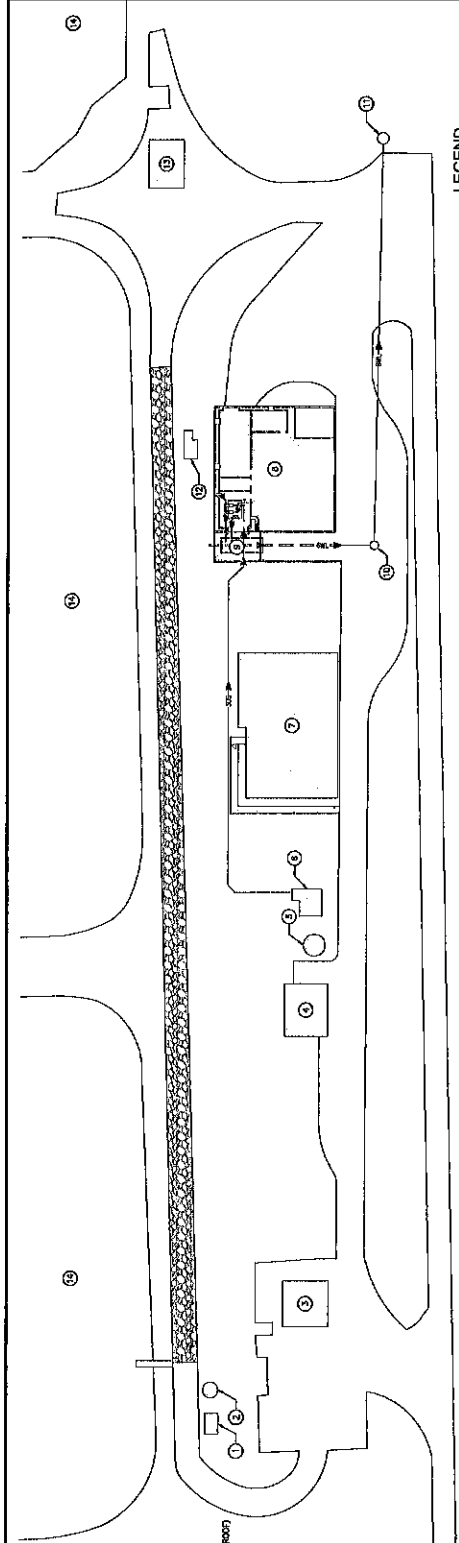
*** END SECTION ***

SECTION 8

DRAWINGS

(For Reference Only)

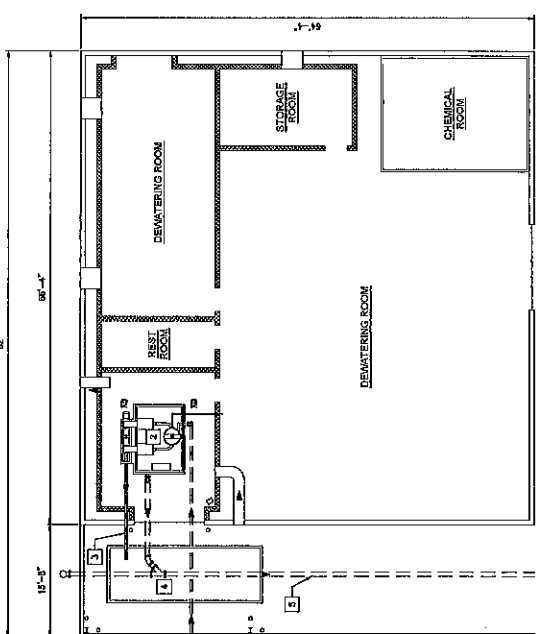
- SITE PLAN EXISTING CONDITIONS**
- 1 TRANSFER PUMP SCREEN VALVE WALL
 - 2 TRANSFER PUMP SCREEN NET WELL
 - 3 POLE BUILDING
 - 4 SCREEN BUILDING
 - 5 DRINK PUMP STATION
 - 6 DRINK PUMP STATION VALVE WALL
 - 7 ADDITION JAKINS AND PRESSER
 - 8 OPERATIONS BUILDING
 - 9 3" S&S DINED SLUDGE DISCHARGE COVERED METAL ROOF
 - 10 3" S&S DINED SLUDGE DISCHARGE PIPING
 - 11 3" S&S DINED SLUDGE DISCHARGE PIPING
 - 12 OPERATIONS BUILDING PUMP STATION
 - 13 3" S&S DINED SLUDGE DISCHARGE PIPING
 - 14 POST ADDITION STRUCTURE
 - 15 SEWAGE RECEIVING BUILDING
 - 16 LUNARON



SITE PLAN EXISTING CONDITIONS
 SCALE: 1" = 30'
 SCALE: 1/4" = 30'

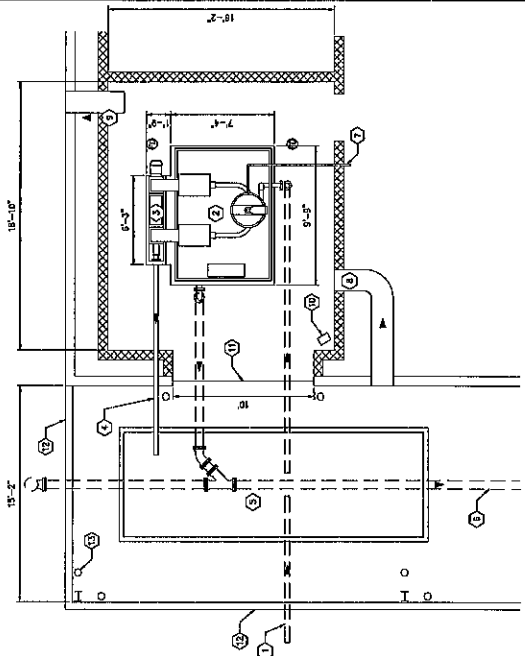
GMB
 GEORGE MILLS & BURR, LLC
 ARCHITECTS & ENGINEERS
 208 WEST MAIN STREET
 SALISBURY, MARYLAND 21801
 410-551-1100 FAX 410-551-1100
 www.gmbinc.com

- OPERATIONS BUILDING EXISTING CONDITIONS**
- 1 3" DL SLURGE FEED PIPING
 - 2 DEWATERING ROOM
 - 3 3" S&S DINED SLUDGE DISCHARGE PIPING
 - 4 DINED SLUDGE COMPRESSOR (COVERED METAL ROOF)
 - 5 6" DL DEWATERING UNIT DRAIN PIPING



OPERATIONS BUILDING EXISTING CONDITIONS
 SCALE: 1/8" = 1'-0"

- DEWATERING ROOM EXISTING CONDITIONS**
- 1 3" DL SLURGE FEED PIPING
 - 2 DEWATERING UNIT INSTALLED TO 7'-10" TALL CHIMNEY AND (NO DIMENSIONS 9'-3" X 7'-4")
 - 3 3" S&S DINED SLUDGE DISCHARGE PIPING (NO DIMENSIONS 6'-3" X 1'-4")
 - 4 3" S&S DINED SLUDGE DISCHARGE PIPING (NO DIMENSIONS 6'-3" X 1'-4")
 - 5 6" DL DEWATERING UNIT DRAIN PIPING
 - 6 6" DL DEWATERING UNIT DRAIN PIPING
 - 7 3/4" PVC PORTABLE WATER PIPING
 - 8 AIR INTAKE DUCT
 - 9 EXHAUST FAN AND DUCT
 - 10 WATER
 - 11 8" TALL ROLL-UP DOOR
 - 12 CEILING
 - 13 PIPE BOLLARD TYP. OF (2)



DEWATERING ROOM EXISTING CONDITIONS
 SCALE: 1/8" = 1'-0"

WORTON WWTP DEWATERING EQUIPMENT REPLACEMENT
 WORTON, MD

EXISTING CONDITIONS

SHEET NO. **C1.0**

NO.	REVISIONS	DATE

PRINTED UNDER O&C REVIEW

WORTON WWTP DEWATERING
EQUIPMENT REPLACEMENT

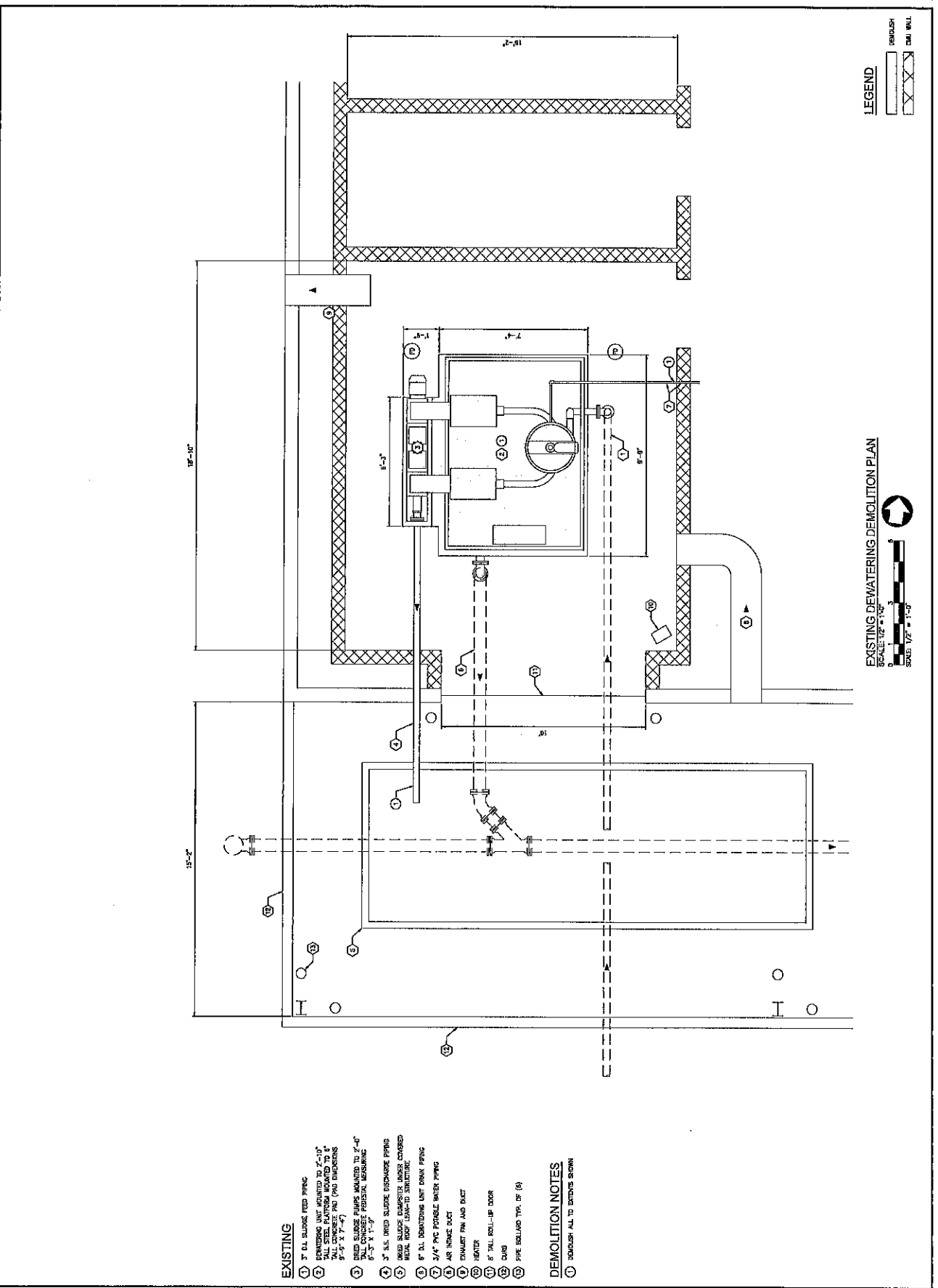
WORTON, MD

GMB
GEORGE MILES & BIRN, LLC
ARCHITECTS & ENGINEERS
208 WEST MAIN STREET
SALISBURY, MARYLAND 21801
410-741-3174 FAX 410-741-3170
www.gmbinc.com

EXISTING
DEWATERING
DEMOLITION

DATE	BY	SCALE	SHEET NO.
			D1.0

NO.	REVISIONS	DATE



EXISTING

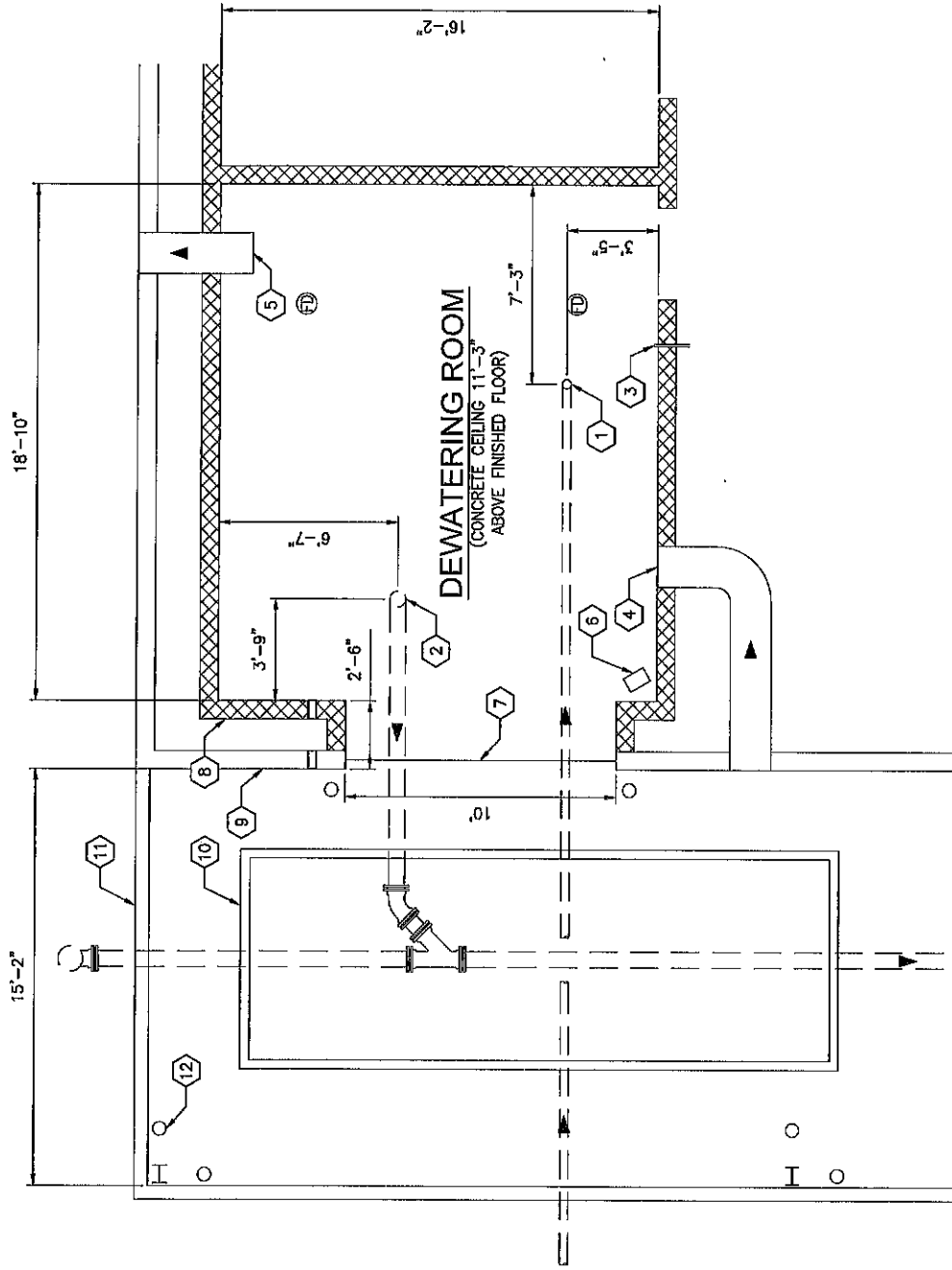
- ① 3" O.D. SLUDGE FEED PIPING
- ② DEWATERING UNIT MOUNTED TO 12'-0" X 12'-0" STEEL PLATFORM MOUNTED TO 8" TALL CONCRETE PAD (PAD DIMENSIONS 9'-5" X 7'-4")
- ③ 8" X 12" TYPICAL REINFORCING
- ④ 3" S.S. WROUGHT DISCHARGE PIPING
- ⑤ 8" S.S. WROUGHT DISCHARGE PIPING
- ⑥ 8" O.D. DOWNSTREAM UNIT DRAIN PIPING
- ⑦ 2" PVC PORTABLE WASTE PIPING
- ⑧ AIR INtake DUCT
- ⑨ EXHAUST FAN AND DUCT
- ⑩ HEATER
- ⑪ 8" TALL ROLL-UP DOOR
- ⑫ CURB
- ⑬ PIPE ISOLAND TYP. OF (8)

DEMOLITION NOTES

- ① DEMOLISH ALL TO EXISTING SHOWN

EXISTING

- ① 3" D.I. SLUDGE UNDERGROUND FEED PIPING
- ② 6" D.I. DEWATERING UNIT UNDERGROUND DRAIN PIPING
- ③ 1" PVC POTABLE WATER PIPING
- ④ AIR INTAKE DUCT
- ⑤ EXHAUST FAN AND DUCT
- ⑥ HEATER
- ⑦ 8' TALL ROLL-UP DOOR
- ⑧ CMU WALLS
- ⑨ STEEL BUILDING WITH METAL SIDING
- ⑩ DRIED SLUDGE DUMPSTER UNDER COVERED METAL ROOF LEAN-TO STRUCTURE
- ⑪ CURB
- ⑫ PIPE BOLLARD TYP. OF (6)



DEWATERING PLAN

SCALE: 1/4" = 1'-0"



WORTON WWTP DEWATERING
EQUIPMENT REPLACEMENT

WORTON, MD



GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
208 WEST MAIN STREET
SALISBURY, MARYLAND 21781
410-541-4400
www.gmb.com

AREA RESERVED
FOR
REPLACEMENT
DEWATERING
UNIT

SCALE	: AS NOTED	SHEET NO.
DESIGN BY	: MMH	
DRAWN BY	: JDM	EX1.0
CHECKED BY	: MMH	
GMB FILE	: 240004	
DATE	: JAN 2014	

Exhibit B

16 October 2024



Kent County Department of Public Works
Attention: Jessica Conner
709 Morgnec Rd
Chestertown, MD, 21620

RE: Kent County – RFP- WW25-03- Worton WWTP Dewatering Equipment Replacement Project

Dear Ms. Conner,

Please find enclosed PWTech's Proposals for this project as per the RFP for this project. We respectfully submit this information based on the Volute® Dewatering Press technology. This technology, developed in Japan in the mid to late '90's by Amcon and supplied in the USA by PWTech, a USA based company is rapidly becoming the preferred choice across a wide range of sludge thickening and dewatering applications and has seen over 5000 installations across the globe including around 300 installations in the USA over the last 15 years.

Please find enclosed:

1. Background, Experience, and Installation History
2. Scope
3. Price Proposal (attachment P)
4. References (attachment R)

Please note the following items PWTech would like to bring to your attention:

1. **Inbuild Redundancy** – The unit proposed here have separate “dewatering drums”. This means that if one of the dewatering drums went out of service, the unit would still be able to dewater sludge at a lower capacity.
2. **Low Maintenance** - Volute Presses have much lower maintenance requirements than other screw press type dewatering technologies. This is especially true due to lack of brushes/wipers/lip seals on the screw flights and no separate thickening process with additional feed pump requirements. The Volute Press will have all maintenance over its life undertaken in place and will never be offline for more than a day for any maintenance.
3. **Simple Installation** - The Volute will offer significant installation cost savings, due to features such as the press mounted control panel that is pre-wired, the lack of requirement of an air compressor, or any other ancillary equipment such as washwater booster pumps or hydraulic power packs, and no need for any special polymer injection

rings, mixing valves or flocculation pipework. The Press can discharge into a conveyor or cake pump while being placed on a short housekeeping pad (<8") rather than needing any structure or taller pillars to elevate it unlike other screw presses. No special foundations or building requirements to prevent vibration are required.

If you have any questions or require more information, please do not hesitate to contact me at 1-401-601-0523 or chubbard@pwtech.us.

Respectfully,

Chris Hubbard

Chris Hubbard

Vice President

Process Wastewater Technologies LLC.

Background, Experience, and History of Operating Facilities:

Process Wastewater Technologies LLC (PWTEch) was established in December 2006 following the acquisition of its parent company, CDS Technologies, Inc., by CONTECH Construction Products Inc. PWTEch specializes in providing Volute™ technologies for sludge thickening and dewatering, as well as screening solutions for CSO and sanitary sewer overflow (SSO) markets across North America.

The Volute Dewatering Press technology, originally developed in Japan in the 1990s, is a standout product for PWTEch. It has been installed in over 5,000 facilities worldwide, including 300 in the U.S. This press represents a significant advancement over traditional dewatering screw press systems, with a unique “dewatering drum” that allows sludge thickening and dewatering in a single compact operation. The press can process sludge with as little as 0.1% solids and produce a dry cake suitable for disposal or further drying. Its compact design, low energy consumption, and minimal water usage make it a cost-effective and environmentally friendly solution.

PWTEch offers comprehensive dewatering systems along with engineering, field service and spare parts from our Baltimore, MD facility.

TO: **Jessica Conner**
Kent County Department of Public Works
709 Morgnec Rd., Chestertown, MD 21620
jconner@kentgov.org

PROJECT / REF: **Worton WWTP Dewatering Equipment Replacement**

PROPOSAL TYPE: Scope

SPEC. SECTIONS: Section 11365 – Dewatering System

DATE: 16 October 2024

PWT #: VDP-MD-23076

REV: 1

SIZING INFORMATION: Sized to dewater 70 GPM

MANUFACTURERS REP: Dwight Swan
Envirep
717-972-0851
DSwan@envirep.com

NOTES:

REVISION NOTES:

PREPARED BY: Chris Hubbard | Joseph Collar

PROPOSAL CONTENT

- Scope of supply summary
- Scope Details
- Exceptions and Exclusions
- Governing Conditions and Warranty Notes
- Data Sheets
- GA Drawings
- PWTech Terms and Conditions and Warranty

SCOPE OF SUPPLY

Line	Qty.	Item	Manufacturer / Model / Description
1	1	Volute* Dewatering Press	PWTech - ES-302
2	1	Polymer Preparation System	VeloDyne - VeloBlend VM-5P-600-X0D
3	1	Influent Sludge flowmeter	Rosemount™ Model 8750W with 2" ANSI Flanges
4	1	Conveyor system	PWTech
5	1	Control System for Item 1-3	PWTech
6		Documentation	Submittals, O&M manuals, Startup Report
7		Field services	Installation inspection, Commissioning, Testing and operator training
8		Delivery to site	

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan

SCOPE DETAILS

1. Volute Dewatering Press - PWTech Model ES-302

Design

- The unit to be supplied will be an ES-302 with a MAXIMUM capacity of 70 GPM of thin sludge (<1%) or 700 dry pounds per hour for heavier sludge (>3%)

Components

- The Dewatering Press consists of:
 - Flash mixing tank including mixer with gear motor.
 - Flocculation tank including mixer with gear motor.
 - Two (2) x 300 Series Dewatering Drum with a drive motor.
 - Filtrate collection pan and support frame.
 - Integrated, pre-wired control panel for the unit and appurtenances mounted on the flocculation tank. (may be provided mounted separately if requested).
- Connections are:
 - Inlet: DN 2" FNPT
 - Filtrate outlet: DN 6" ANSI B16.5 Class 150 Flanged
 - Drain: DN 3" ANSI B16.5 Class 150 Flanged
 - Washwater Water inlet: ¾" FNPT

Materials and Construction

- The unit is all stainless steel. No carbon steel is used in the manufacture of the press.
- Unit is manufactured and assembled in the USA. All components are sourced from the USA or Japan.
- Electrical components are manufactured and tested prior to shipment to site in the United States.
- Gear Drives are Nissei GTR gear motors utilizing heloid gear reduction. They are one piece construction and are sealed for life.

Supplied spare parts

- No spare parts are included in this scope.

Additional Press information is appended to this scope.

2. Polymer Preparation unit – Velodyne Model VM-5P-600-X0D

Design

- Polymer Flow Range: 0.25 to 5 GPH
- Dilution Water Flow: 60 to 600 GPH

Components

- Polymer Mixing Chamber:
 - VeloBlend VM - Staged Hydro-Mechanical
 - ½ HP, 230/460 VAC, 1750 RPM, Inverter ready Mixer motor
 - Mechanical Mixer Shaft Seal with seal flushing assembly
 - VeloCheck™ Neat Polymer Check Valve with Quick Release Pin
 - Pressure Rating of 100 psi with Pressure Relief Valve
- Neat Polymer Delivery Assembly
 - A 5 GPH stainless steel & Viton progressive cavity metering pump shall be provided
 - ½ HP, 1750 RPM, 230/460 VAC, Inverter ready with gear reducer
 - Thermal type loss of polymer flow sensor

- Metering pump calibration assembly with isolation valves: (500 ml)
- Dilution Water Inlet and Solution Outlet Assembly
 - Primary 60-600 GPH rotameter controlled dilution water flow
 - Low differential pressure alarm switch
 - 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - Swing type PVC and Viton check valve
- Electrical Junction Box
 - All electrical components are pre-wired to an FRP junction box
 - A marked terminal strip is provided for landing all wiring for connection to the Volute Press Panel

Materials and Construction

- Mixing Chamber is Stainless Steel body and impeller with clear polycarbonate cover.
- Plumbing is Schedule 80 PVC
- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

3. Magnetic flowmeter, 2" Rosemount™ Model 8750W

Design

- 2" Flowmeter is designed for accurate measurement of flows between 10-200 GPM
- Suitable for direct burial and constant flooding (IP 68).
- Includes Compact mounting of transmitter on the flowmeter body
- Flowmeter out-puts analogue signal (4-20 mA) to Volute Press Control panel

Components

- 2 inch ANSI 150# flange connections.
- Includes grounding rings

Materials and Construction

- Coated Carbon Steel construction with a polyurethane, ceramic, neoprene, or Teflon liner as required by the application.
- All metallic wetted parts are stainless steel type 316

Conveyor system

Design

- Loading = 80 cubic feet per hour
- Conveyor #1 is designed to receive solids from the Volute Press and move them to dumpster leveling conveyor
- Conveyor #2 is designed to distribute solids across the dumpster.

Construction

- **U-Trough:** minimum 10 ga - 304SS
- **Trough Lids:** minimum 12 ga - 304SS - 304SS (Bolted / 5ft max with neoprene gasketing)
- **Trough Liners:** UHMW-PE, maximum 4ft lengths, minimum 3/8" thickness
- **Spiral:** 12 inch nominal OD, standard pitch, single high tensile bar
- **Included Hardware:** Assembly bolts, lock-washers and hex nuts – 304/316SS

Electrical components:

- One (1) Emergency stop switch c/w cable, mounting hardware, 120VAC NEMA 4
- One (1) Loss of rotation (LOR) sensor Siemens model WM 100

Conveyor #1: Collection

- 40 foot approximate length
- 25 degree inclined configuration
- One (1) rectangular inlet(s)
- One (1) discharge outlet to conveyor #2
- 5 HP Drive
- Floor Supports included

Conveyor #2: Load-out

- 10 foot approximate length
- Horizontal configuration
- One (1) open end inlet
- Three (3) rectangular discharge outlet to dump bin.
 - Up to two (2) electrically operated slide gates actuated to change distribution location
- Supports to ceiling from conveyor connection points by others
- 1 HP Drive

4. Electrical and Control

The Volute* unit is supplied with a pre-mounted, pre-wired control panel designed to control all aspects of the thickening/dewatering operation unless otherwise specified and noted.

- Control panel is:
 - Fed by a single 208, 240, or 480VAC, 3-phase, 60 Hz, power supply (client specified)
 - NEMA 4X rated manufactured in Stainless Steel type 304
 - Manufactured in a UL accredited facility and is UL listed
- Panel includes HMI and PLC control modules.
 - PLC is AB CompactLogix Model # 5069-L306
 - HMI is AB Panel View 5310
- All manual switching operations are undertaken via switches on the HMI
- Unit includes complete control system for unit and ancillary equipment including operation of the polymer preparation system and VFD control for feed pump.
- Control system may utilize a system flow meter and PID loop to allow operator to set the system flow.
- System may include interlocks for Conveyor start-up, shut down and E-stop if required
- Control panel includes system running and system fault outputs to plant PLC and the ability to connect via Ethernet to external controls.
- A junction box on the polymer preparation skid is pre-wired to the polymer preparation components and designed for easy on-site connection to the main Volute* system control panel.
- Junction box is NEMA 4X FRP and includes numbered terminal block & wires with terminal block legend.

5. Documentation:

Scope includes:

- Submittals (hard copy and electronic) and
- O&M Manuals (hard copy and electronic).
- Startup Report

- PLC/HMI Program (electronic copy) – does not include programming software

6. Field Services:

Scope includes the following start-up services -

- On-site start-up and training services for:
 - One (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative
- Services include:
 - Installation inspection
 - Commissioning of Volute* unit and Controls
 - Start-up of Ancillary equipment included in this Scope
 - Functional testing and calibration of equipment
 - Training on all equipment
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel.

7. Delivery and Freight

- Submittals issued approximately four (4) weeks from receipt of written Purchase Order
- Delivery is approx. sixteen (16) weeks from receipt of written acceptance of Submittal documents *
- Deliver to site for all components is **INCLUDED in the price.**

* **PLEASE NOTE:** While seller believes this estimated delivery time to be a valid and realistic estimate, due to the uncertain nature of future business conditions, this does not constitute any form of guarantee regarding the delivery schedule.

EXCLUSIONS AND EXCEPTIONS:

The Following items are specifically excluded from this scope unless specifically noted otherwise:

- Taxes, permits, and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.
- Installation including, but not limited to, mechanical, plumbing, and electrical hook-ups
- Unloading of delivered equipment on site and storage
- PLC/HMI Programming software unless specified elsewhere.

GOVERNING TERMS AND CONDITIONS AND WARRANTY

This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached. The following items are specific to this project:

Payment Terms:

Payment terms for this scope are as per the table below:

Trigger	Amount		Terms			Condition
		%				
Submittals	20	%	due NET	30	days	On Approval of Submittals
Delivery	70	%	due NET	30	days	On shipping, or the offer to ship
O&M	5	%	due NET	30	days	On Delivery of final O&M Manuals
Startup	5	%	due NET	30	days	On Completion of startup and any other services provided under this scope.

Validity

Validity of this proposal is strictly 30 days. Written authorization from seller is required to extend this.

Warranty

PWTech warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

Option Prices

Adder Price for a five (5) year warranty:

\$9,500.00

Deduct price for nonsupply of distribution conveyor:

(\$44,500.00)



Volute Dewatering Press Specification Sheet - ES302

General Data	Model Information	Model:	ES302	
		Over All Dimensions:	149" x 51" x 64" (L x W x H)	
		Optimal Space requirement of installation:	208" x 117" (L x W)	
		Minimum Opening dimensions for installation:	48" x 48"	
		Weight:	Empty:	3100 lb.
			Maximum:	7000 lb.
		Solids throughput:	700 Dry pounds per hour	
		Hydraulic throughput:	70 GPM	
		Power use:	3.5 HP	
Washwater use:	16 GPM intermittent, 24 GPH total			

Dewatering Drum	General	Dimension:	12" diameter x 61" length	
		Quantity:	2	
		Material:	Thickening Zone:	Type 304 Stainless Steel
			Dewatering Zone:	Type 304 Stainless Steel
			Screw:	Type 304 Stainless Steel with CoCr coating
	Drive info	Gear Motor Supplier:	Nissei Corporation	
		Model:	FS55 N450-MD08TANTN	
		Motor Power:	0.8 kW (1HP) 4- Pole	
		Insulation:	TEFC / IP65	
		Gear Reduction:	450:1	

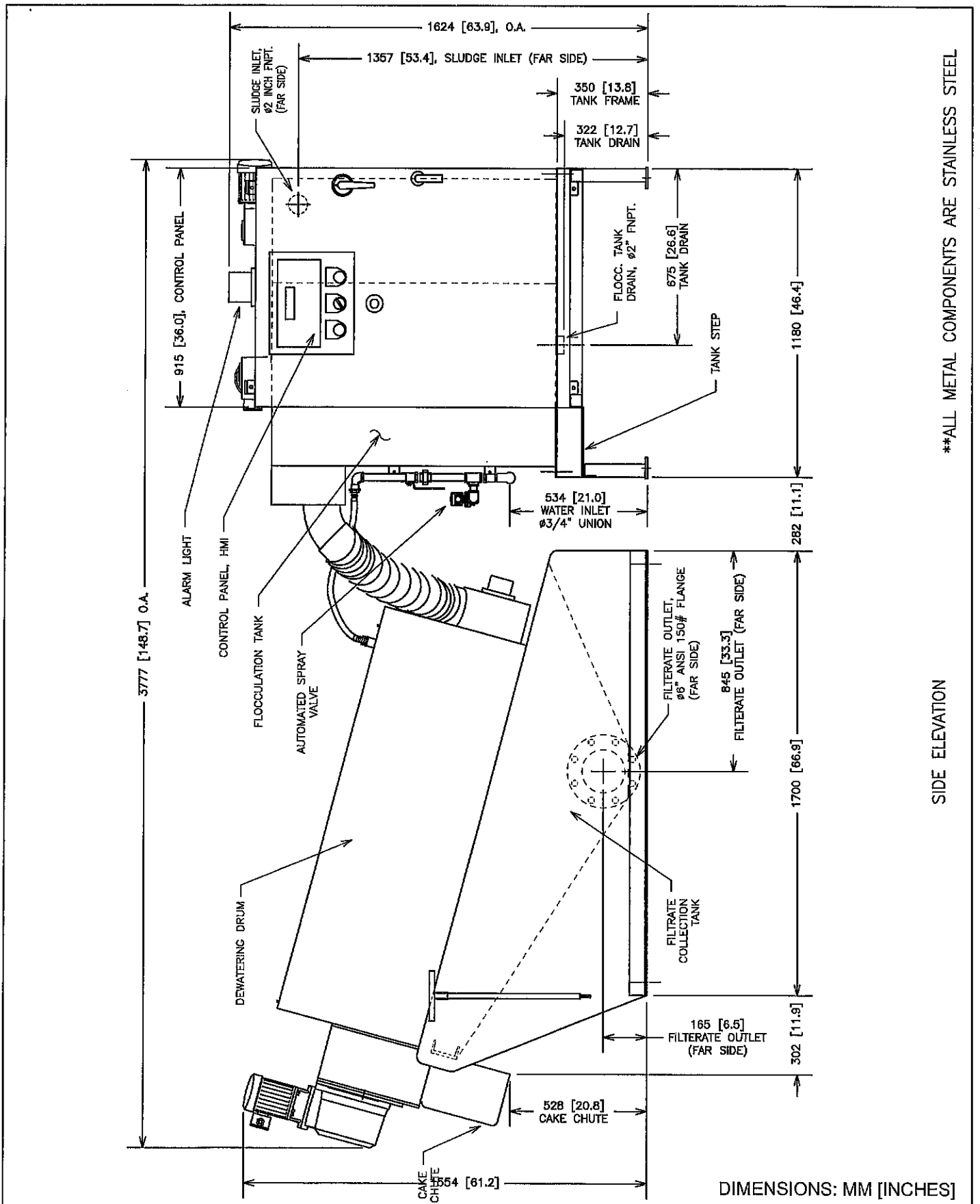
Flash mixing tanks	General	Dimensions:	16" x 28" x 39" (L x W x H)
		Volume:	74 Gallons
		Working Volume:	65 Gallons
		Material:	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	F3S30S10 - WB04TAVENX
		Motor Power:	0.4kW(0.54HP) 4-Pole
		Motor Insulation:	TEFC / IP65
		Gear Reduction:	10:1

Flocculation tank	General	Dimensions:	27" x 27" x 40" (L x W x H)
		Volume:	130 Gallons
		Working Volume:	100 Gallons
		Material:	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	F3S35S60 - WB08TAVENX
		Motor Power:	0.8 kW (1 HP) 4-Pole
		Motor Insulation:	TEFC / IP65
		Gear Reduction:	60:1

Electrical	General	Supply Voltage:	208/240/440/480 VAC
		Service:	3-Phase, 3-Wire (No Neutral)
		Control Voltage:	Dual - 24VDC & 115VAC
		Minimum Required Breaker Size:	10 Amps 480 VAC
	Panel	Panel Size:	36" x 12" x 48"(L x W x H)
		Panel Material:	Type 304 Stainless Steel
		Panel Rating:	NEMA 4X
		Control Module:	Unitronics Unistream PLC

Polymer System	Supplier:	Velocity Dynamics, Inc.
	Model:	VM-5P-600-X0D
	Mixing Type:	Variable - Mechanical & Hydraulic
	Feed Pump Type:	Progressive Cavity
	Polymer Feed Capacity:	0.25 - 5 Gallons per hour
	Water Use:	60 - 600 Gallons per hour
	Dimensions:	24" x 34" x 42" (L x W x H)
	Weight:	~200 lbs

Connections	Feed Sludge:	2" FNPT Coupling
	Filtrate:	6" ANSI 150# Flange
	Drain:	3" ANSI 150# Flange
	Water:	3/4" FNPT Coupling
	Polymer Water Inlet:	1" FNPT
	Polymer Solutions Outlet:	1" FNPT
	Raw Polymer Feed Inlet:	1" FNPT



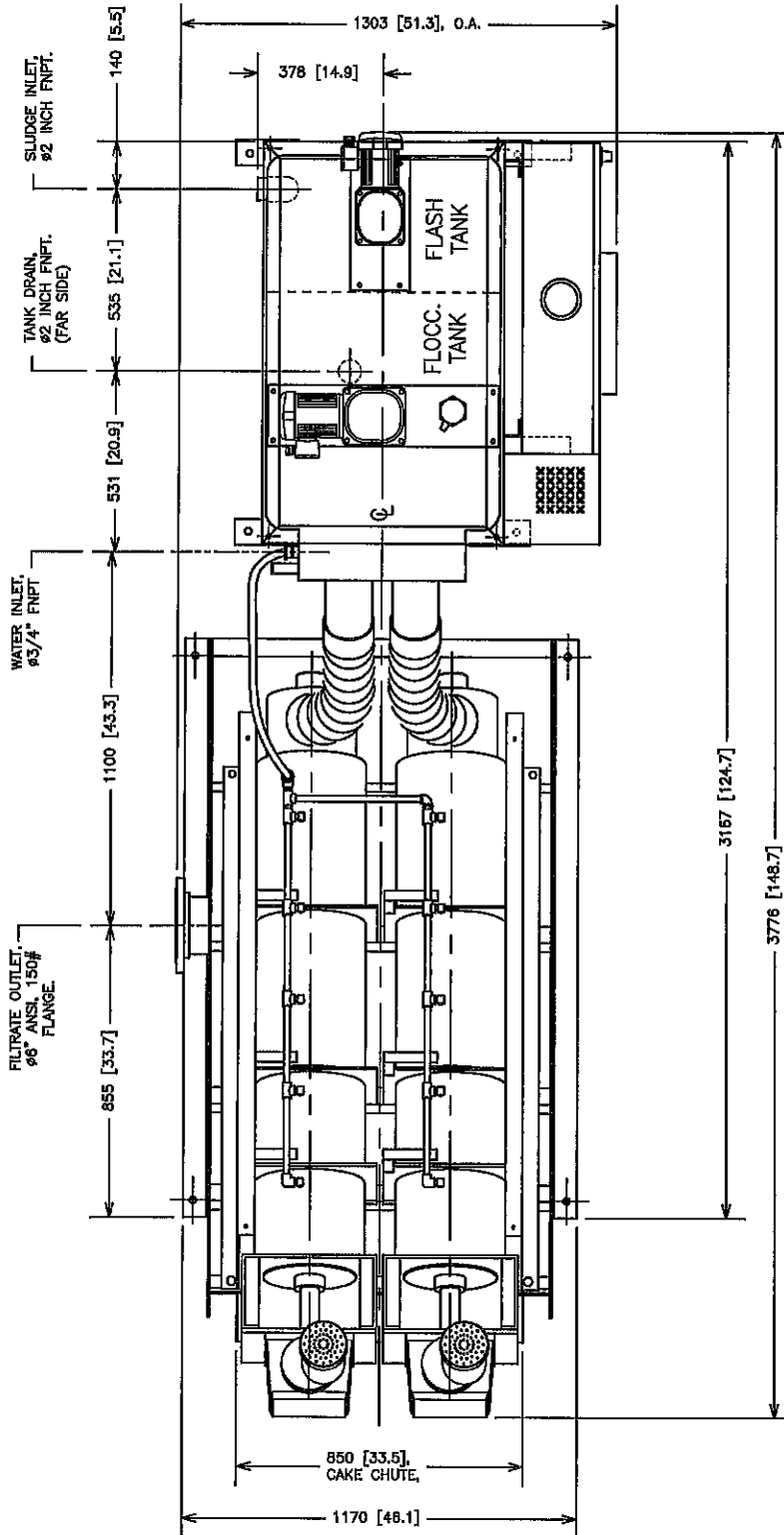
**ALL METAL COMPONENTS ARE STAINLESS STEEL

SIDE ELEVATION



VOLUTE DEWATERING PRESS
ES302 GA
ELEVATION

MODEL# PWT VDP ES302	SCALE
DATE JULY 2016	NTS
DRAWN PWTech Inc.	SHEET
APPROV. ALEX DAVEY	1 OF 4



PLAN VIEW

**ALL METAL COMPONENTS ARE STAINLESS STEEL

DIMENSIONS: MM [INCHES]



VOLUTE DEWATERING PRESS
ES302 GA
PLAN

MODEL# PWT VDP ES302

DATE JULY 2016

DRAWN PWTech Inc.

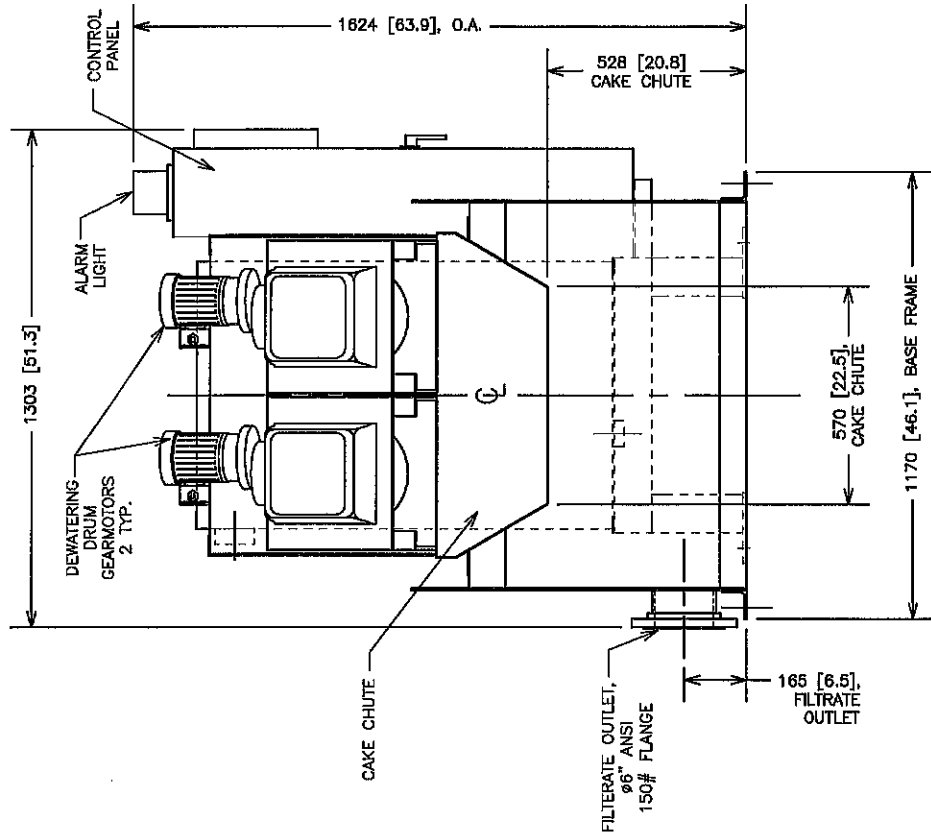
APPROV. ALEX DAVEY

SCALE

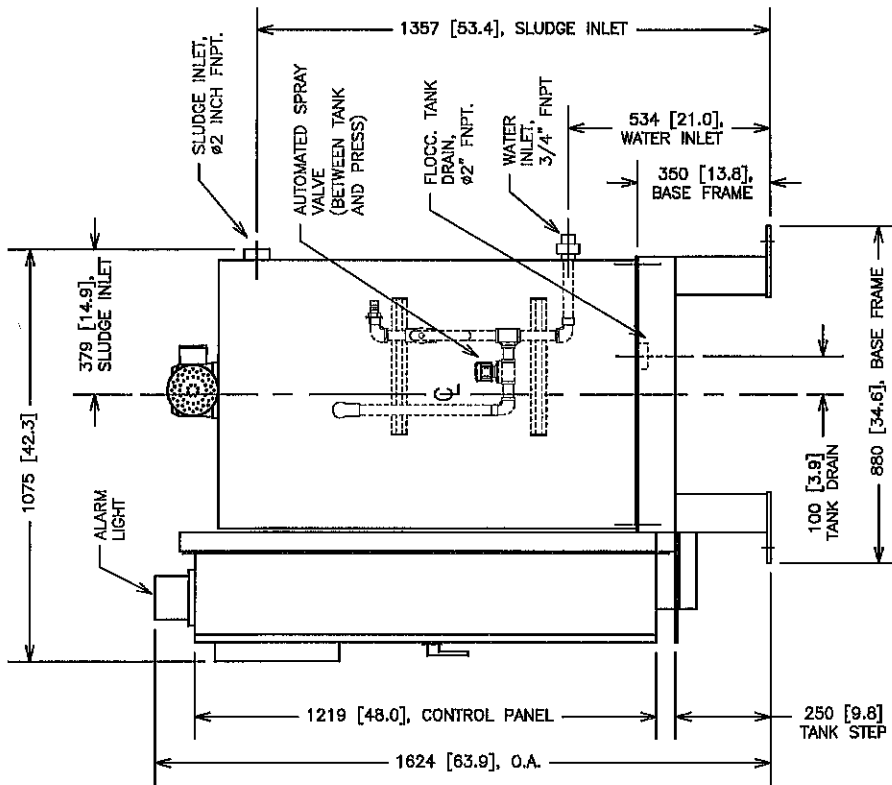
NTS

SHEET

2 OF 4



PRESS END ELEVATION



TANK END ELEVATION

DIMENSIONS: MM [INCHES]

**ALL METAL COMPONENTS ARE STAINLESS STEEL



VOLUTE DEWATERING PRESS
ES302 GA
PRESS AND TANK END ELEV.

MODEL# PWT VDP ES302

DATE JULY 2016

DRAWN PWTech Inc.

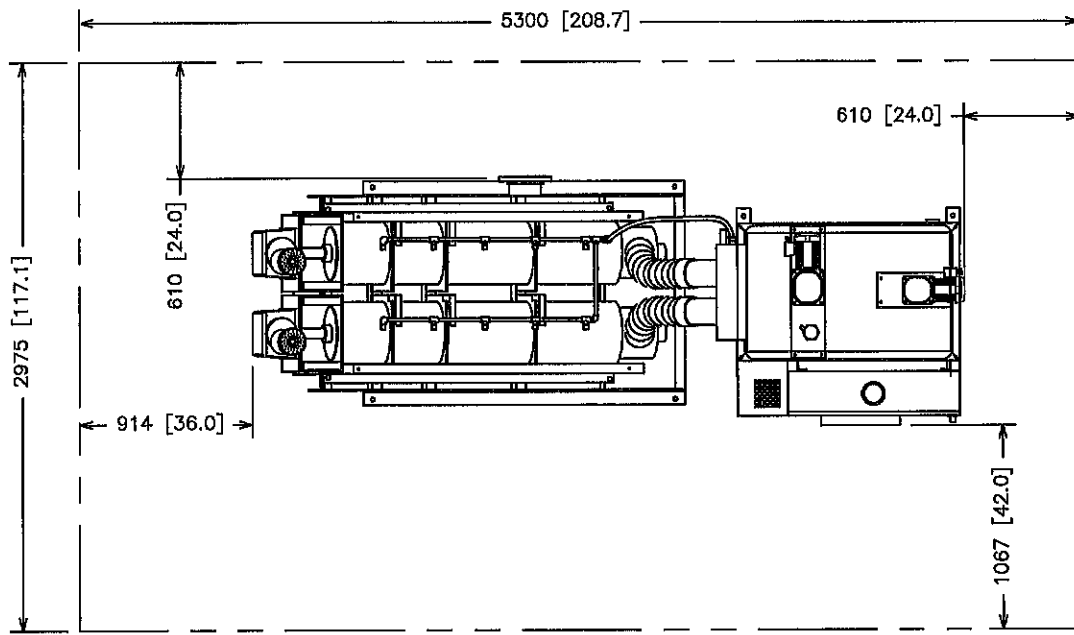
APPROV. ALEX DAVEY

SCALE

NTS

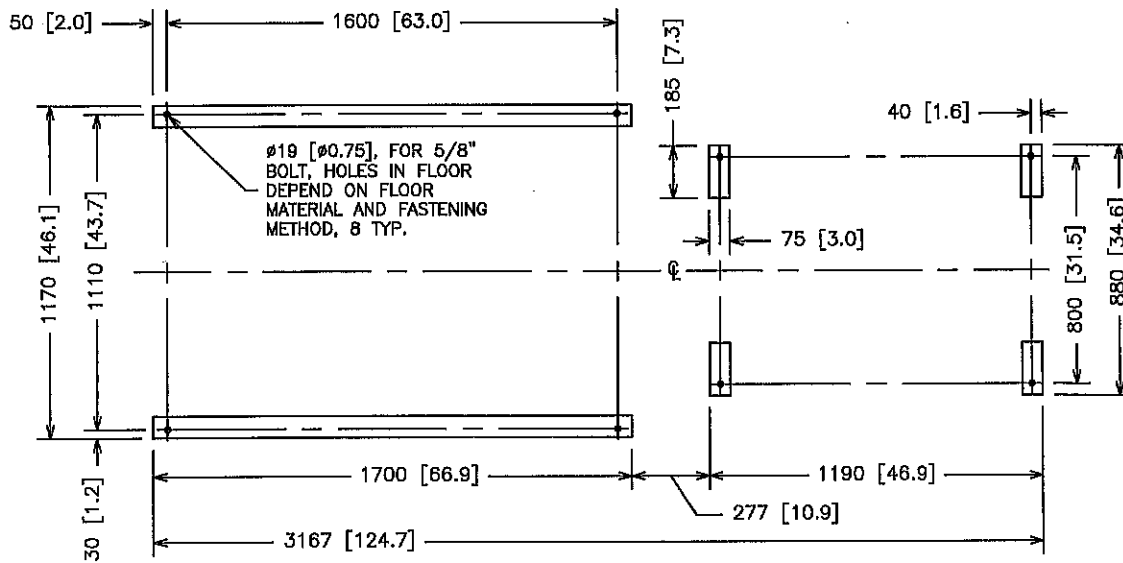
SHEET

3 OF 4



RECOMMENDED MAINTENANCE SPACE

**ALL METAL COMPONENTS ARE STAINLESS STEEL



FOOTPRINT AND ANCHOR POINTS

DIMENSIONS: MM [INCHES]



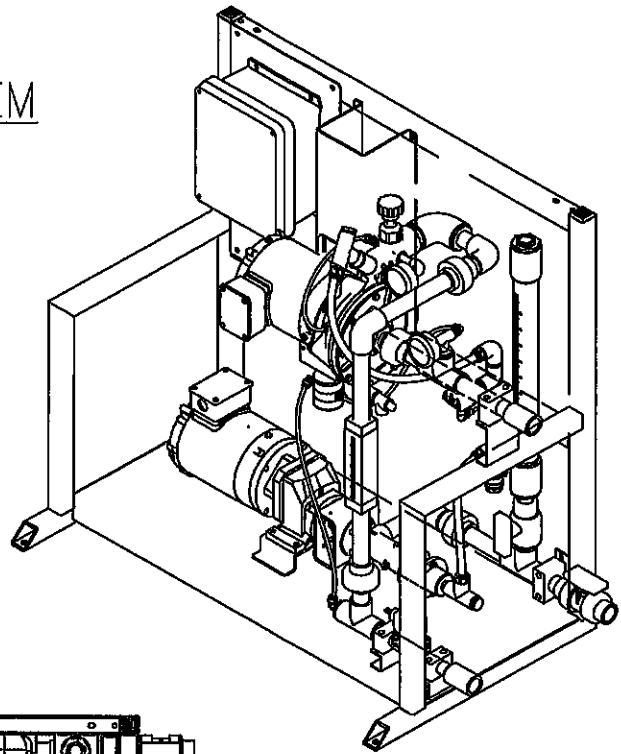
**VOLUTE DEWATERING PRESS
ES302 GA
END & REQ. MAINT. SPACE**

MODEL# PWT VDP ES302
DATE JULY 2016
DRAWN PWTech Inc.
APPROV. ALEX DAVEY

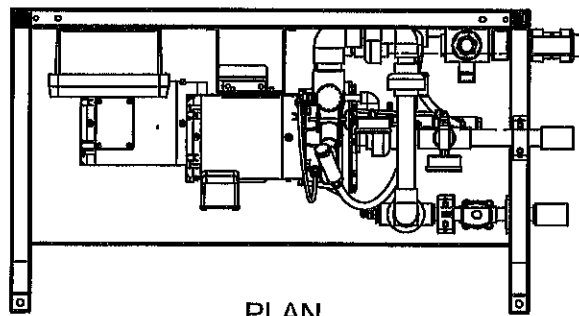
SCALE
NTS
SHEET
4 OF 4

PWTECH STANDARD SUPPLY POLYMER PREPARATION SYSTEM

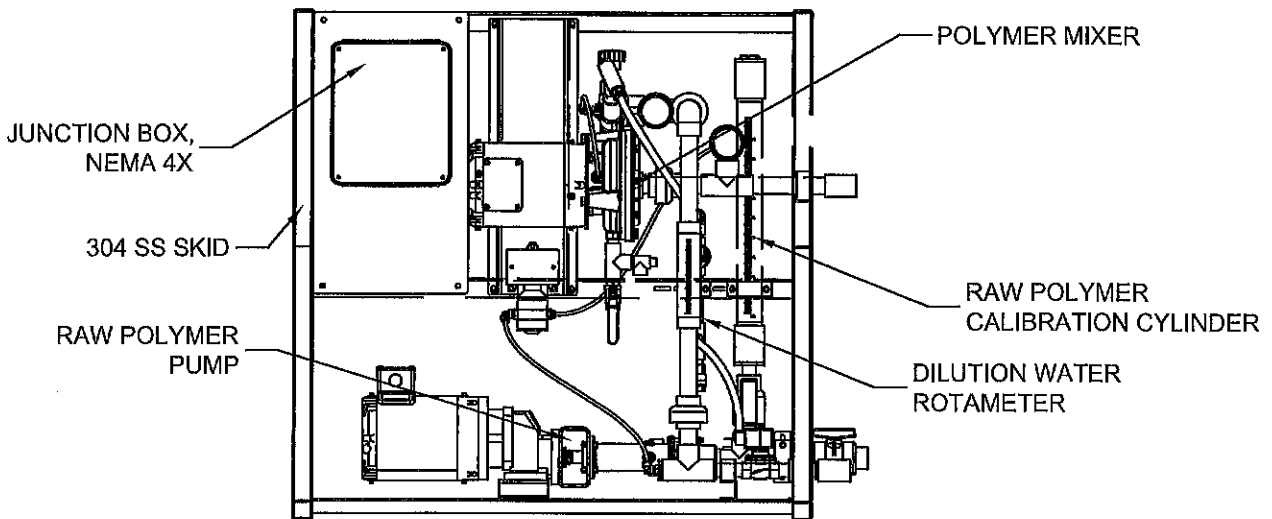
(1P TO 10P MODELS)



ISOMETRIC



PLAN



ELEVATION

DIMENSIONS: INCHES [mm]



VELOCITYNE POLYMER BLENDING SYSTEM
VM-XXP-XXX-X0D-1C
LEFT, RIGHT AND ISOMETRIC

JOB# VM-XXP-XXX-X0D-1C

DATE 21 March 2024

DRAWN PWTech Inc.

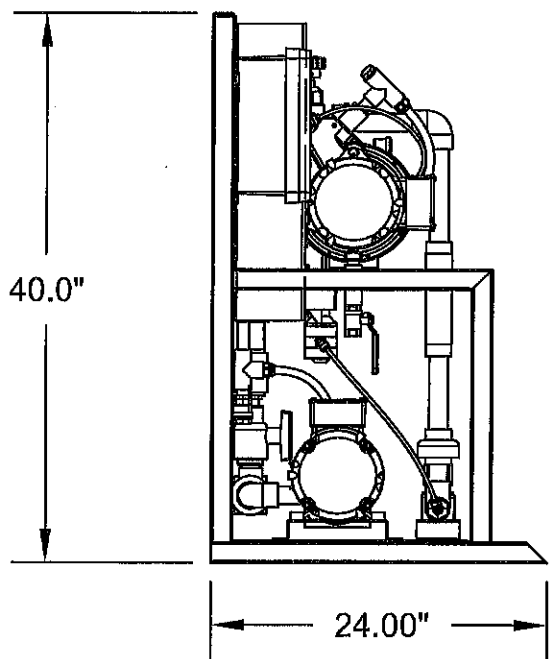
APPROV. ALEX DAVEY

SCALE

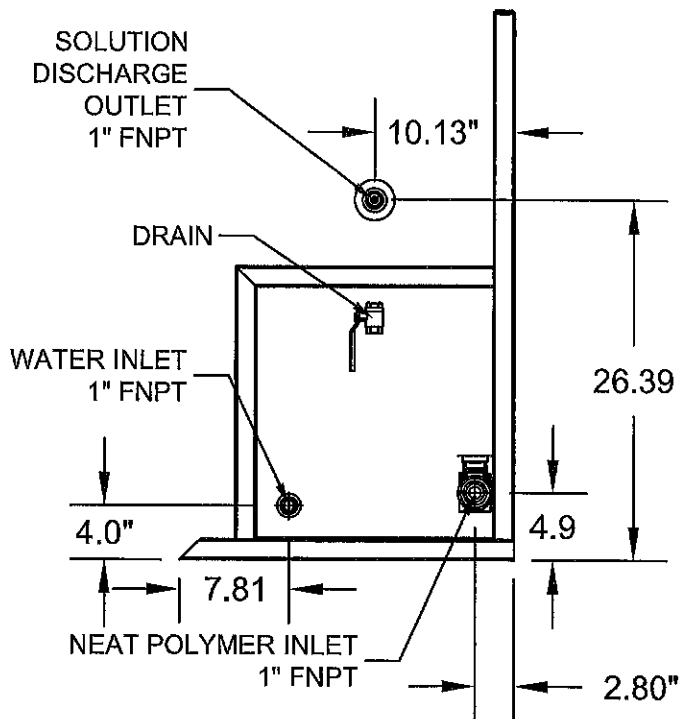
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SHEET

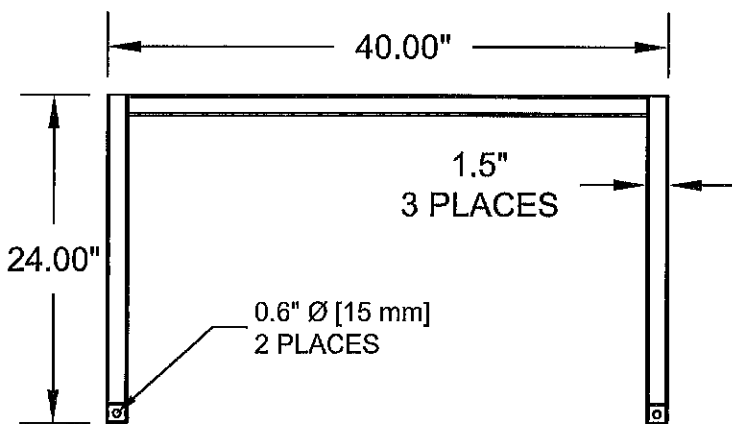
1 OF 2



LEFT



RIGHT CONNECTIONS



FOOTPRINT

VELOBLEND MODEL:
VM-XXP-XXX-X0D-1C

DILUTION WATER:
 ø1" FNPT INLET

POLYMER:
 ø5/8" HOSE BARB INLET

SOLUTION:
 ø1" FNPT OUTLET

DRAIN:
 DOES NOT NEED TO BE
 CONNECTED IN ALL CASES

DIMENSIONS: INCHES [mm]



VELODYNE POLYMER BLENDING SYSTEM
 VM-XXP-X0D-0-D-1C
 SIDES AND FOOTPRINT

JOB# VM-XXP-XXX-X0D-1-C

DATE 21 March 2024

DRAWN PW Tech Inc.

APPROV. ALEX DAVEY

SCALE

NTS

SHEET

2 OF 2

Process Wastewater Technologies, LLC. Standard Terms and Conditions

These terms and conditions ("Terms") shall exclusively govern the sale of all goods ("Products") and related services ("Services") by Process Wastewater Technologies, LLC. ("PWT") to the party ("Buyer") that issued a Purchase Order in accordance with, and/or signed and accepted the PWT Proposal ("Proposal"), and upon execution, the "Order" along with the Terms and the PWT Standard Limited Warranty attached hereto, the "Agreement").

Item 1. ACCEPTANCE

Buyer may accept this Agreement by executing the Proposal and returning it to PWT or by issuing a written purchase order that is accepted in writing by PWT or by executing an acceptance of offer in lieu of purchase order. No oral acceptance shall be effective. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind PWT to any affirmation, representation or warranty concerning the equipment, components or related services sold under this Agreement, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, otherwise it has not formed a part of the basis of this Agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Once the Buyer has executed the Proposal and submitted it to PWT, Buyer shall have no right to cancel this Agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this Agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the Products specified under the applicable Order, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus fifteen percent (15%) of the full Order amount. In the event that production of the Products under the Order has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus an amount equal to the greater of: the value of the Products already completed under the applicable Order; or fifteen percent (15%) of the full order amount under the applicable Order.

Item 3. PRICES

Unless otherwise stated in the Proposal, prices are in United States Dollars (US\$) and are F.O.B. Point of Origin. Charges for Services not stated in the Proposal (including, but not limited to, on-site technical assistance performed by a factory technical representative) are not included and must be purchased pursuant to a separately executed agreement between the parties.

Item 4. VALIDITY

Unless otherwise specified and subject to PWT's acceptance as described herein, the Proposal is valid for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Buyer's payments shall be made in accordance with the terms and conditions of the Proposal. If no payment terms are set forth in the Proposal, then the payment terms are (a) thirty percent (30%) of the purchase price under the applicable Order shall be invoiced net five (5) days upon execution of the Proposal by Buyer; (b) sixty percent (60%) of the purchase price under the applicable Order shall be invoiced net thirty (30) days upon shipping, or upon PWT's offer to ship; (c) five percent (5%) of the purchase price to be invoiced net thirty (30) days upon delivery of Operation and Maintenance manuals and (d) the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related Services under the applicable Order. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs. In addition to the foregoing rights, PWT may suspend the shipping of any Products if the Buyer has failed to PWT in a timely manner.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of Products and PWT's performance under this Agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost, or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

Unless otherwise specified in the Proposal, if Buyer specifies a shipping date more than eight (8) months from the date of Buyer's acceptance of the Proposal, the price stated in the Proposal for the same goods shall be increased by a figure equal to the greater of (a) one percent (1%) per month (or part thereof), or (b) the average percentage increase of the stainless-steel and electronics commodity prices measured among the Consumer Price Index and the Producer Price Index or their successor indices as of the date of such acceptance and the shipping date. If PWT incurs a delay in



production of the Products due to force majeure events or supply chain issues of more than three (3) months or its suppliers have materially increased its costs as reasonably demonstrated to Buyer by PWT, then the Products costs shall be adjusted by the percentage increase of the stainless steel commodity price as measured by Producer Price Index or its successor index as of the date of such acceptance and the manufacturing date of the Products.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment or provide other assurances in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel an Order and/or terminate this Agreement and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase amount under the applicable Order(s).

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. – point of origin – the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of title, risk of loss or damage in transit. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this Agreement and each Order are approximate, and failure to meet an exact delivery date shall not constitute a breach of this Agreement.

Item 11. INSPECTION

Upon reasonable advance written notice, Buyer or Buyer's representative may inspect the Products prior to shipment at the PWT point of origin at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under the applicable Order.

Item 12. OFFER BASIS

This Agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this Agreement and the applicable Order. PWT expressly reserves the right to modify the price and other terms of this Agreement as reasonably determined by PWT, should

additional drawings, documents, amendments, clarifications or other addenda be required to produce or deliver the Products under an applicable Order.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this Agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the Products and/or services provided under this Agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this Agreement or its interpretation, performance or non-performance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the written request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within thirty (30) days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. FORCE MAJEURE

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including any act of God (*i.e.*, fire, earthquake, natural disaster), act of government (*i.e.*, war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such party, provided that such party gives the other party prompt written notice thereof. Any delays caused by Buyer which impact costs associated with the Products may result in additional fees.

Item 16. GOVERNING LAW

Subject to Section 14, all disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.



Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Buyer shall not have the right to assign or delegate this Agreement or its interest in or obligations under this Agreement without the prior written consent of PWT, which shall not be unreasonably withheld. The merger, acquisition, reorganization, or other restructuring of Buyer shall not constitute an assignment under the terms of this Agreement provided the surviving entity has assumed all of the obligations of PWT under this Agreement pursuant to a written confirmation. Subject to the foregoing, the rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

Item 20. CONFIDENTIALITY

The parties recognize that, in the course of their dealings, each may come into possession of information relating to the business of the other which is not generally known in the industry, which reasonably or logically may be considered to be confidential or proprietary and which might reasonably be expected to do harm to the other if divulged ("Confidential Information"). Each party agrees to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any third persons whatsoever, nor even to any of its own employees except those having a "need to know," and otherwise to protect the confidentiality of such Confidential Information in accordance with reasonable industry practices. Confidential Information of a party shall no longer be subject to the foregoing restrictions (a) if it is or becomes available to the public through no fault of the other party, (b) if it is otherwise known to the other party as shown by written records of the other party at the time of disclosure of the Confidential Information, (c) if, subsequent to disclosure hereunder, it is obtained by the other party on a non-confidential basis from a third party who has the right to disclose such information or (d) if it is required to be disclosed pursuant to a court order, so long as the non-disclosing party

is given adequate notice and the ability to challenge the required disclosure. Confidential Information will include the terms and conditions of this Agreement. Each receiving party shall immediately notify the disclosing party in writing if the receiving party reasonably determines that there has been an unauthorized access, use or receipt of the disclosing party's Confidential Information.

Item 21. NOTICES.

Any notice given under this Agreement shall be given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested or by other delivery service providing evidence of receipt to the party to whom such notice is to be given at the address set forth above or at such other address as either party shall hereafter give notice of to the other in writing.

Item 22. INDEPENDENT CONTRACTOR.

Buyer has no authority to bind PWT in any contractual manner or to represent to others that the relationship between the other is other than stated herein.

Item 23. INTELLECTUAL PROPERTY

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property (including, but not limited to, firmware, technology, data, or software) or any third party's intellectual property. Buyer acknowledges that, as between the parties, PWT retains all right, title, and interest in and to all components of the PWT Products and related intellectual property rights (collectively, the "PWT IP"). PWT hereby grants the Buyer a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right and license to the PWT intellectual property solely as it is embodied in the Products and solely for the purposes of operating and using the Products.

Item 24. INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold harmless the PWT, its directors, officers, employees, agents, and any assignee from and against any and all losses, damages, injuries, claims, suits, demands, judgments, decrees, losses, costs, expenses and liabilities, including, but not limited to attorneys' fees and courts costs asserted against, imposed upon or incurred by PWT arising from: any claim that manufacture or use of the Products (or their specifications) infringes upon a third party intellectual or proprietary right, including, but not limited to, patent, copyright, trademark, trade secret or any other intellectual or proprietary right where Buyer provided the specifications therefore.



Process Wastewater Technologies, LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER STATUTORY, EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

PWT does not assume and expressly disclaims any liability for (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any Products and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the prior written consent of PWT. Without limiting the foregoing, PWT does not warrant that any Products provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any Products and/or services provided by PWT.

PWT's total liability under this Agreement or in connection with any claim involving any Products or services is expressly limited to the purchase price of the goods set forth in the applicable Order and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

Unless otherwise set forth in the Proposal, PWT warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PWT's sole obligation and Buyer's exclusive remedy under this Agreement is expressly limited to the repair or replacement of any Product or parts of the Product or at the option of PWT, a refund of the purchase price, of any Product or parts which are return to PWT freight prepaid; provided that PWT determines in its sole discretion that the Product is defective, failed prematurely or has faulty workmanship or materials.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

Unless otherwise set forth in the Proposal, PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to, electrical components, firmware, equipment and motors.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the Buyer; and/or
- any damage to our any Product occurring while it is in the possession of the Buyer.

Item 5. EQUIPMENT SAFETY PARAMETERS

With respect to operation of the Products, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the Products whatsoever, and to subsequently ensure that the Products are operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the Buyer to enforce all safety regulations and operational instructions and to maintain the Product in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the Product does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the Products without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE

Buyer warrants and agrees that because it has sole control over the Product, it shall be solely responsible for safety compliance. Operator access and use of Products, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.



PROPOSAL

FORM

The undersigned VENDOR proposes and agrees, if this PROPOSAL is accepted, to enter into an Agreement with OWNER in the form included in the RFP to perform all WORK as specified or indicated in the RFP for the prices and within the times indicated in this PROPOSAL and in accordance with the other terms and conditions of the RFP.

VENDOR accepts the terms and conditions of the Instructions to OFFERORS. This PROPOSAL will remain subject to acceptance for 90 days after the PROPOSAL opening, or for such longer period that VENDOR may agree to in writing upon request of OWNER.

VENDOR represents that:

- A. VENDOR has examined and carefully studied the RFP, and any data and reference items identified, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum No. 1	GMB file No. 240004 - October 9, 2024
_____	_____
_____	_____
_____	_____

- B. VENDOR is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the WORK.
- C. VENDOR has considered the information known to VENDOR itself; information commonly known to contractors doing business in the locality of the Site; with respect to the effect of such information, and observations on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures for goods and services to be provided. VENDOR agrees, based on the information and observations referred to above that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this PROPOSAL or for performance of the WORK at the price PROPOSAL and within the times required, and in accordance with the other terms and conditions of the RFP.
- D. VENDOR is aware of the general nature of WORK to be performed by Owner and others at the Site that relates to the WORK as indicated in the RFP.
- E. VENDOR at its own discretion may visit the Site.
- F. VENDOR has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that VENDOR has discovered in the RFP Documents and confirms that the written resolution thereof by Engineer is acceptable to VENDOR.
- G. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the WORK.

- H. The submission of this PROPOSAL constitutes an incontrovertible representation by VENDOR that VENDOR has complied with every requirement, and that without exception the PROPOSAL and all prices in the PROPOSAL are premised upon performing and furnishing the WORK required by the RFP.

VENDOR certifies that:

- A. This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. VENDOR has not directly or indirectly induced or solicited any other VENDOR to submit a false or sham PROPOSAL;
- C. VENDOR has not solicited or induced any individual or entity to refrain from submitting a PROPOSAL; and
- D. VENDOR has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the RFP process;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the RFP process to the detriment of Owner, (b) to establish PROPOSAL prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more VENDORS, with or without the knowledge of Owner, a purpose of which is to establish PROPOSAL prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the RFP process or affect the execution of the Contract.

VENDOR will complete the WORK in accordance with the RFP for the following price(s):

SCHEDULE A – LUMP SUM PRICES PROPOSAL

Item No.	Description	Lump Sum Price
A1	<p>Dewatering Equipment and auxiliary Systems such as, sludge conditioning tank(s), polymer system, flowmeter, conveyors, piping, valves, and all other auxiliary components of the Dewatering Equipment package related items delivered to the site. Please Note: The OWNER has requested the existing sludge feed pump be reused.</p> <p>Included in this item is a trained field service technician provided for a period of three (3) consecutive 8-hour days during construction. The service technician shall assist the equipment installer or subcontractor with technical advice on the installation of the major components of the treatment equipment.</p>	\$ 365,700.00
A2	<p>The Dewatering Equipment Control System complete including PLC, panels, hardware, software, I/O panels System, delivered to the site, tested, started and made complete for continuous operation in accordance with the Specifications. Please Note: Existing sludge feed pump power and control to be fed from proposed panel.</p> <p>Include in this item startup, testing, trouble shooting of control system.</p>	\$ 145,000.00
A3	<p>Upon completion of the installation, the services of the factory trained field service technician shall be provided for a period of four (4) consecutive 8-hour days to check the completed installation, make any required adjustments, and place the system in satisfactory operation. In addition, the manufacturer shall provide the services of the factory trained field service technician for a period of one (1) 8-hour day for instructing the plant operating personnel in the proper care and operation of the equipment.</p>	\$ 4,000.00
A4	<p>Technical Assistance to the Engineer / OWNER through design and completion of contract.</p>	Included with A1
A5	<p>Shop Drawing, Submittal and Operation & Maintenance Manuals Preparation as specified in Specification Section 01300.</p>	Included with A1
Total Items A1 to A5 Schedule A		\$ 514,700.00

TOTAL BASE PROPOSAL (SCHEDULE "A"): Dollars \$(514,700.00)

Five hundred and fourteen thousand and seven hundred dollars.*

Amount as Written

*See attached PWTech scope of supply document for pricing options

Attachments to this PROPOSAL

The following documents are submitted with and made a condition of this PROPOSAL.

- A. Evidence of authority to do business in the state of Maryland; or a written covenant to obtain such license within the time for acceptance of PROPOSALS; and
- B. Required VENDOR Qualification Statement with supporting data.

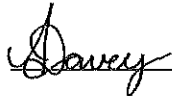
PROPOSAL SUBMITTAL

VENDOR: *[Indicate correct name of entity]*

Process Wastewater Technologies

By:

[Signature]



[Printed name]

Alex Davey

(If VENDOR is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Alex Davey

Title:

President

Submittal Date:

17 October 2024

Address for giving notices:

9004 Yellow Brick Road, Suite D, Rosedale, MD 21237

Telephone Number:

410-238-7977

Contact e-mail address and Name:

CHUBBARD@pwtech.us

Chris Hubbard

VENDOR's License No.:

(where applicable)

STATE OF MARYLAND
Department of Assessments and Taxation

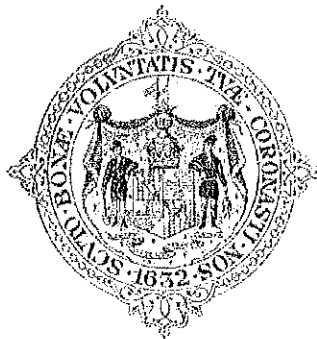
I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES , OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT PROCESS WASTEWATER TECHNOLOGIES, LLC (Z13801824) , REGISTERED SEPTEMBER 20, 2010, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS OCTOBER 17, 2024.



Daniel K. Phillips
Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

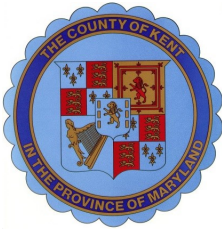
Online Certificate Authentication Code: pD1pdO3UAUa6cD51--kVYA
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

REFERENCES

1. Project Name and Description: Mechanicsburg Boro WWTP - Dewatering Press
Reference Name: Curtis Huey
Title: WWTP Superintendent
Email: chuey@mechanicsburgpa.org
Telephone: 717-691-3320
Describe Scope of Supply and Services, Cost and Performance: _____
Installed ES-303, polymer pump system, flowmeter, conveyor, and control system.
2. Project Name and Description: Fort Indiantown Gap WWTP - Dewatering Press
Reference Name: Kevin Laing
Title: WWTP Superintendent
Email: klaing@pa.gov
Telephone: 717-861-2673
Describe Scope of Supply and Services, Cost and Performance: _____
Installed ES-301, polymer pump system, flowmeter, and control system.
3. Project Name and Description: Martinsburg WWTP - Thickening and Dewatering
Reference Name: Kenny Michael
Title: Chief Operator
Email: Kmichael@cityofmartinsburg.org
Telephone: 304-616-0186
Describe Scope of Supply and Services, Cost and Performance: _____
Installed 2x VT-302 Thickeners, 2x ES-353(2), and control system.
4. Project Name and Description: Dillsburg WWTP - Dewatering Press
Reference Name: Dave Lego
Title: Lead Operator
Email: davel@dillsburgareaauthority.org
Telephone: 717-487-1582
Describe Scope of Supply and Services, Cost and Performance: _____
Installed ES-303, polymer pump system, flowmeter, and control system.

5. Project Name and Description: Spring Grove WWTP - Volute Press
Reference Name: Matt Bollinger
Title: WWTP Operator
Email: _____
Telephone: 717-600-7066
Describe Scope of Supply and Services, Cost and Performance: _____
Installed ES-301, polymer pump system, conveyor system, and control system.

Add additional pages as necessary.



Dan Mattson, Director, Public Works
12/3/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater Division
Engineering Services for the Replacement of Fairlee Well No. 2

ATTACHMENTS:

Description

Cover Sheet

McCrone Engineering Services - Replacement of Fairlee Well No. 2

Engineering Services for Replacement of Fairlee Well No. 2

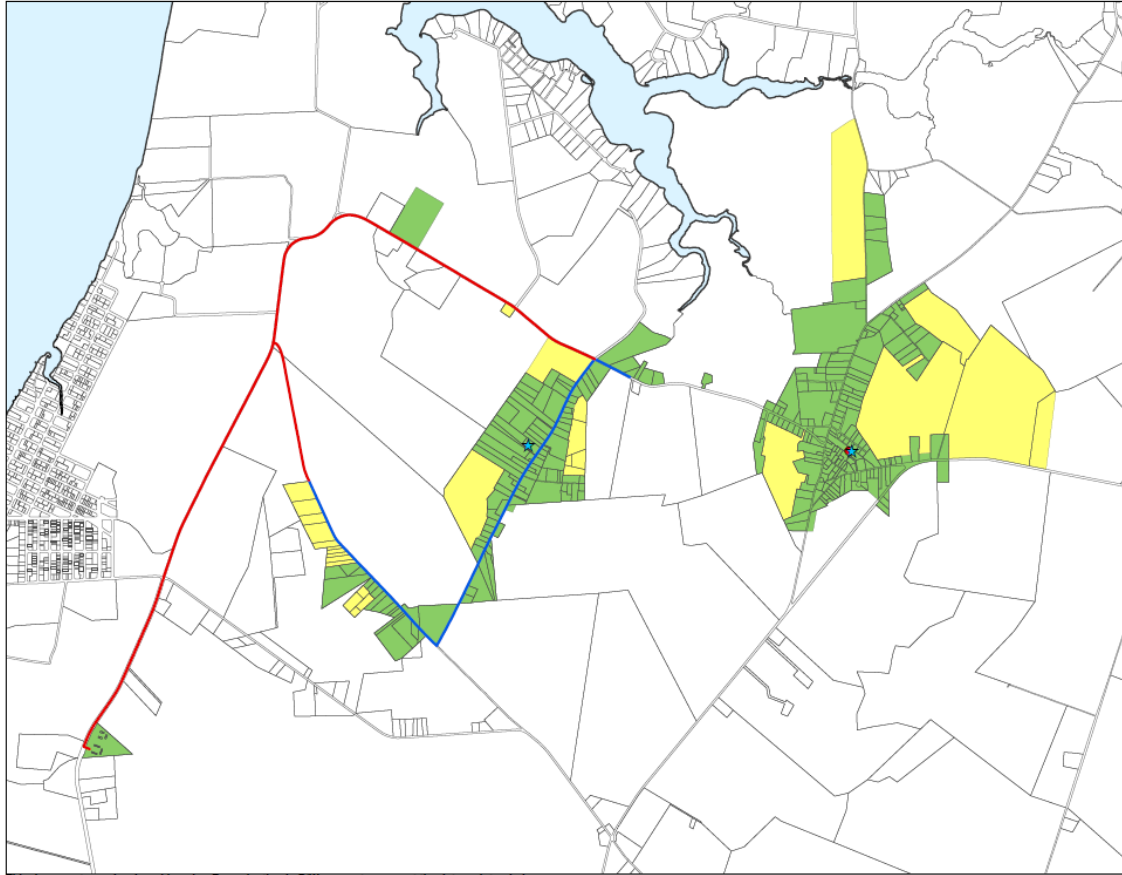








FIGURE 3-8
FAIRLEE-GEORGETOWN
WATER TREATMENT PLANT &
WATER SERVICE AREA

- Legend**
-  Water Tower
 -  Treatment Plant
 -  Existing Watermain
 -  Denied Access Watermain
 -  Existing County Service
 -  Planned County Service

Kent County
Comprehensive Water & Sewer Plan
2018



1 inch = 2,000 feet

Kent County Department of Planning,
Housing and Zoning, September 2018.

EXHIBIT C

WORK ASSIGNMENT NO. 6

PROJECT DESCRIPTION:

Engineering services for the replacement of Well No. 2 at the Fairlee Water Treatment Plant to include design, permitting, bidding and construction management

THIS WORK ASSIGNMENT TO THE ARCHITECTURAL/ ENGINEERING TEAM IDIQ MASTER CONTRACT AS EXECUTED BY AND BETWEEN THE KENT COUNTY DEPARTMENT OF PUBLIC WORKS AND McCRONE ENGINEERS IS EFFECTIVE THIS _____ DAY OF _____, 2024 AND IS INCORPORATED THEREIN AS IF COPIED FULLY IN BOTH WORDS AND FIGURES AS A PART OF EXHIBIT C.

WHEREAS, the parties to the above stated CONTRACT are now desirous of implementing a Work Assignment or Work Assignment Revision thereunder; and,

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said CONTRACT remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above CONTRACT under the additional terms and conditions as are hereinafter stated:

SCOPE OF WORK FOR THIS WORK ASSIGNMENT

See Attached Exhibit 1.

WORK ASSIGNMENT TERM

This Work Assignment shall be effective upon the latest date of execution hereof and continue until a completion date of May 31, 2025.

Work shall commence within fifteen (15) calendar days after the receipt of a Notice to proceed.

WORK ASSIGNMENT CONTRACT AMOUNT

The COUNTY shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, Seventy-Eight Thousand Three Hundred Fifty-Nine Dollars (\$78,359.00) in accordance with the cost proposal negotiated in good faith between the COUNTY and CONTRACTOR and attached as Exhibit 1.

EXHIBIT C

Under no circumstances shall the Contract amount be exceeded without the signed approval of the COUNTY by means of a Work Assignment Revision.

Both parties hereby represent that they have authority to enter in to Work Assignment No. 6 as Exhibit C of the CONTRACT executed by and between the Kent County Department of

Public Works and McCrone Engineers, which is now made a part of said CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

WITNESS/ATTEST

Sondra Blackiston, County Clerk

CONTRACTOR:

McCrone Engineers



By: Robert Sell



Ryan J. Rangel, PE

Principal

Title

EXHIBIT 1

MCCRONE
ENGINEERS ■ SURVEYORS ■ PLANNERS

September 26, 2024

County Commissioners of Kent County
C/O Kent County Director of Public Works
409 Morgnac Road
Chestertown, MD 21620

ATTN: Michael Moulds, PE – Director of Water and Wastewater Services

Reference: Kent County Engineering Services IDIQ – Fairlee WTP Well Replacement Proposal

Mr. Moulds,

McCrone thanks you for the opportunity to provide a task order proposal under the IDIQ agreement in place between the County and McCrone. McCrone and its subconsultant, Earth Data Inc. (EDI), are ready to work on this project with the County.

This proposal is for engineering services related to the design and permitting of a replacement potable water well at the Fairlee Water Treatment Plant (FWTP).

McCrone's proposal is broken down into Project Understanding, Scope of Work, and Estimated Fee.

PROJECT UNDERSTANDING

Well #2 at the Fairlee WTP needs to be replaced. The County is currently down to Well #3. A replacement well needs to be drilled and placed into operation. The replacement well is being labeled as Well No. 4 to avoid confusion with existing wells No. 2 and No. 3.

The County has requested a proposal from McCrone under the IDIQ contract to prepare a Project Manual so that an MDE construction permit can be obtained, and the Work can be bid by the County.

See additional write-up from EDI regarding the Background/Project Understanding in their attached proposal.

SCOPE OF WORK

Design and Permitting Phase

See attached for EDI's detailed list of Design Phase (Task 1) Scope of Work

1. McCrone and EDI will perform a site visit to gather information about the site and potential Well No. 4 location.
2. McCrone will coordinate with EDI regarding the location of proposed Well No. 4 after EDI coordination with MDE and Kent County Health Department regarding an appropriate replacement well location.
3. McCrone will prepare a site plan showing the approximate location of the proposed replacement well.

- a. Well No. 4 is expected to be located in the general vicinity of existing well No 3.
 - b. McCrone will use the site plan from the Fairlee “as-built” drawings to show the existing and proposed work.
 - c. The site plan will include proposed piping/valving information so Well No. 4 can be connected to the existing well piping.
 - d. The site plan will be on 11 x 17 in lieu of 24 x 36 so that it fits within the project manual, which is expected to be all 8.5 x 11 sheets of paper.
4. McCrone will prepare a simple drawing of the interior of the existing WTP to show existing features, and to show where the proposed power/control wires are to run from the existing MCC to the proposed Well No. 4. McCrone will attempt to start with a drawing associated with the relatively recent replacement of the treatment equipment in the WTP, which is to be provided by the County.
 5. McCrone will perform headloss calculations for the well pump so the correct well pump and motor can be selected and specified.
 6. McCrone will prepare a technical specification for yard piping to cover the piping, valves to tie proposed Well No. 4 into the existing yard piping, and electrical specifications for the power and control of the new well.
 7. McCrone will prepare the front-end documents for the project using the EJCDC documents, similar to the recent Kennedyville Sewage Pump Station project.
 8. McCrone will put together the entire project manual consisting of the front-end documents, technical specifications by McCrone and EDI, and drawings prepared by McCrone and EDI. McCrone will submit to the County for review and comment.
 9. McCrone and EDI will meet with the County virtually to discuss comments. McCrone and EDI will address County comments. McCrone will prepare an MDE construction permit application and obtain the County’s signature on the application. McCrone will submit the revised project manual to MDE along with the MDE construction permit application.
 10. McCrone anticipates one round of comments from MDE. McCrone will address MDE comments and resubmit a revised project manual and response letter to MDE for issuance of the construction permit.

Design and Permitting Phase - Assumptions

1. No local permits will be needed for the project: grading, temporary sediment and erosion control, building permit, etc. The disturbed area will be under 5,000 square feet, no new impervious surfaces will be created, and all new work will be below grade.

Bidding Phase

1. The County has requested no bidding phase services be provided.

Construction Phase

1. McCrone's role during the construction phase would be limited to a minor coordination role between the County and EDI as well as review of a couple of minor submittals (piping, electrical conduit and wire).
2. See EDI's attached scope of work for additional construction phase services including inspection and testing of the well.

Estimated Fee

Design/Permitting Phase

The estimated fee for the Design phase is **\$32,359.00**. McCrone and EDI's hourly breakdowns are provided as attachments to this proposal. The estimated fee breaks down as follows:

McCrone Estimated Fee	\$21,540.50
<u>EDI Estimated Fee</u>	<u>\$10,818.50</u>
Total	\$32,359.00

Construction Phase

The estimated fee for the Construction phase is **\$46,000.00**. McCrone and EDI's hourly breakdowns are provided as attachments to this proposal. The estimated fee breaks down as follows:

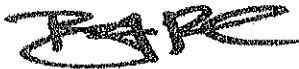
McCrone Estimated Fee	\$ 1,988.00
<u>EDI Estimated Fee</u>	<u>\$44,012.00</u>
Total	\$46,000.00

Total Fee

The total estimated fee for design and construction phases is **\$78,359.00**, to be billed hourly at the 2024 unit rates in the IDIQ agreement and as shown in the attached breakdowns.

If you have any questions regarding our proposal, you can reach me at 443-569-3467 or at rrangel@mccrone-engineering.com.

With regards,
McCrone



Ryan J. Rangel, PE
Project Manager

Enclosures: McCrone Fee and Hour Breakdown, EDI Proposal

Pc: Earth Data Inc., File (Q:\1240025 - Fairlee WTP Replacement Well\01. Project Management\00. Proposals & Contracts\02. Proposals\Kent County IDIQ - Fairlee Replacement Well- 09-26-2024.docx)

**ENGINEERING SERVICES
FOR THE
FAIRLEE WTP WELL REPLACEMENT**

WORK HOUR BREAKDOWN

TASK	PROJECT MANAGER	PROJECT ENGINEER (W/WW)	PROJECT ENGINEER (ELEC)	TRIPS
DESIGN/PERMITTING PHASE				
Proposal Time and Initial Coordination with EDI/County	6			
Internal Kick-Off Meeting	2	2		
Coordinate with and Get Data from the County (As-Builts, Pumping Rates, etc.)		2		
Site Visit	5	5		1
Coordination With EDI During Design Phase	4	4		
Prepare Site/Piping Plan	2	8		
Prepare Interior WTP Existing Conditions/Proposed Electrical Work Drawing	2	8	6	
Headloss Calculations for Well Pump Selection	1	4		
Technical Specifications (Yard Piping, Wire/Conduit)	2	6	4	
Front End Documents (Division 0 and Division 1)	8	16		
MDE Construction Permit Application		2		
Put Together and Submit Project Manual to County for Comment	1	2		
Meet with County Virtually to Discuss Comments	2	2		
Address County Comments (Estimated)	4	8	2	
Submit Project Manual and Construction Permit Application to MDE	1	2		
Address MDE Comments, Generate Response Letter, and Resubmit To MDE (Estimated)	3	6	2	
Miscellaneous Project Management During Design	4			
SUBTOTAL DESIGN PHASE	47	77	14	1
CONSTRUCTION PHASE				
Submittal Review	2	2	2	
Miscellaneous Project Management During Design	6			
SUBTOTAL CONSTRUCTION PHASE PHASE	8	2	2	0

**ENGINEERING SERVICES
FOR THE
FAIRLEE WTP WELL REPLACEMENT
COST**

DESIGN/PERMITTING PHASE			
LABOR COSTS	HOURS	RATE	EXTENDED COST
PROJECT MANAGER	47	\$176.00	\$8,272.00
PROJECT ENGINEER (W/WW)	77	\$145.00	\$11,165.00
PROJECT ENGINEER (ELEC)	14	\$145.00	\$2,030.00
SUBTOTAL			\$21,467.00
DIRECT COSTS			
MILEAGE @ \$0.67/MILE	106	MILES	\$71.00
TOLL @ \$2.50/TOLL	1	TOLLS	\$2.50
SUBTOTAL			\$73.50
TOTAL McCRONE DESIGN/PERMIT PHASE COST			\$21,540.50

CONSTRUCTION PHASE			
LABOR COSTS	HOURS	RATE	EXTENDED COST
PROJECT MANAGER	8	\$176.00	\$1,408.00
PROJECT ENGINEER (W/WW)	2	\$145.00	\$290.00
PROJECT ENGINEER (ELEC)	2	\$145.00	\$290.00
SUBTOTAL			\$1,988.00
DIRECT COSTS			
MILEAGE @ \$0.67/MILE	0	MILES	\$0.00
TOLL @ \$2.50/TOLL	0	TOLLS	\$0.00
SUBTOTAL			\$0.00
TOTAL McCRONE CONSTRUCTION PHASE COST			\$1,988.00
TOTAL McCRONE COST ALL PHASES			\$23,528.50

September 19, 2024

Mr. Ryan Rangel, P.E.
Project Manager
McCrone
20 Ridgely Avenue
Annapolis, MD 21401

Re: Proposal to Provide Hydrogeologic Consulting and Field Support Services for the Construction and Testing of a New Production Well in Fairlee, Kent County, Maryland_REV1; Earth Data File P-9876

Dear Mr. Rangel:

In response to your request and as a follow-up to our recent meeting Earth Data presents the following revised proposal to provide selected hydrogeologic consulting and field support services to assist McCrone and the Kent County install a new production well in Fairlee.

BACKGROUND/UNDERSTANDING

Kent County recently became aware that Well No. 2 near the Fairlee Water Treatment Plant (WTP) must be replaced. Recent attempts to redevelop the well were unsuccessful. Earth Data performed a borehole video survey in Fairlee Well No. 2 in July 2024 and observed approximately 20 feet of fill in the bottom of the well. Well No. 2 is constructed with 8-inch diameter steel well casing installed to a depth of approximately 320 feet below land surface (bls), and 6-inch stainless steel well screen between the approximate depths of 580' to 595' and 630' to 650'. The County only has two wells at Fairlee, and with Well No. 2 out of service they do not have a reserve supply. The County now intends to attempt to fast track the process to advertise, bid and construct a replacement well.

Kent County is currently authorized (GAP No. KE1979G-104/03) to withdraw groundwater from two Potomac Group wells at Fairlee at the annual average rate of 146,000 gallons per day (gpd) and 200,000 gpd during the month of maximum use. The current GAP was issued in July 2017 and expires June 30, 2029. The County's recent usage at Fairlee is well below its permit limits. For the period between 2021 and 2023 withdrawals average 48,560 gpd, 43,390 gpd and 43,380 gpd, respectively. Accordingly, Kent County neither needs nor intends to request an increase in permitted withdrawals at this time; the new well will serve as a replacement well only.

SCOPE OF WORK

Task 1- New Potomac Group Replacement Well Construction and Testing

1. Obtain and review available information on the two existing wells at Fairlee.

2. Visit the site and verify there is adequate space to offset the existing well and drill a replacement well in the most favorable location (shortest pipe run, electrical tie-in, etc.). In conjunction with site visit coordinate the required site inspection by the Kent County Health Department and MDE to approve the specific location for the new well in accordance with current regulatory requirements.
3. Prepare and provide McCrone with a detailed set of technical specifications for the construction, development and testing of a new production well. The specifications will include, but not necessarily be limited to, the following items:
 - a. Initial mobilization.
 - b. Rig layout, mud tank locations, etc.
 - c. Pilot hole drilling and sediment sampling.
 - d. Reaming of the pilot hole for installation of the well casing, screen and inner casing.
 - e. Well casing and screen materials of construction.
 - f. Installing the well casing and screen
 - g. Filter pack placement and initial well development procedures.
 - h. Grouting the well casing.
 - i. Step-rate and 24-hour constant rate pumping test procedures.
 - j. Water quality sampling and analysis.
 - k. Disposal of drilling fluids and water generated during well development and pumping tests.
 - l. Permanent submersible pump and motor selection and installation.
 - m. Pitless adapter installation.
 - n. Final acceptance and testing.
 - o. Demobilization and site restoration.
4. Meet virtually with McCrone (and Kent County if requested) to review the draft technical specifications and bid form.
5. Obtain and incorporate relevant review comments and provide final documents to McCrone.
6. Communicate with MDE and the Kent County Health Department regarding DPW's plans to construct a replacement well at Fairlee, so the selected well contractor is able to obtain its well construction permit in association with the current GAP.

Task 2- Construction Administration (CA) and Construction Inspection (CI) Services

7. Prepare for and participate in a pre-construction meeting and site visit.
8. Assist McCrone in answering contractor questions and preparing pre-construction meeting minutes.
9. Perform a geophysical log in the uncased borehole.
10. Examine and describe the drilling cuttings in the field and at EDI's facility.
11. Review and process the contractor's submittal data.
12. Review the contractor's recommendations for casing length, screen placement, and well screen slot size and filter pack size.
13. Review and process contractor pay requests.

14. Inspect drilling, well installation, pumping, and sampling at selected times during the construction process.
 - a. Coordinate pumping tests with Kent County DPW
15. Furnish and install a pressure transducer and data logger in existing Well No. 2 for use during the 24-hour constant rate pumping test in the new well.
16. Supervise the step-rate and 24-hour pumping tests.
17. Remove the data loggers; download the drawdown and recovery data from the 24-hour pumping test in the test well.
18. Determine well efficiency.
19. Prepare for & participate in final inspection.
20. Maintain files and provide project administrative support.

ASSUMPTIONS

This proposal is based on the following assumptions:

1. Earth Data will provide the well specifications and well sketch to McCrone (MS Word and/or .PDF format) for inclusion in a consolidated project manual to be prepared and distributed by McCrone or others.
2. The well specifications and drawings provided by Earth Data will terminate at the discharge of the pitless adapter unit. Design and specifications for the site work, piping, electrical service, controls, etc., will be provided by McCrone or others.
3. Only one new replacement well will be drilled as part of this project.
4. McCrone will handle all tasks associated with obtaining an MDE construction permit for the replacement well.
5. The scope of work and estimated cost does not include legal services, laboratory services, engineering services, Environmental Site Assessment (ESA), drilling services, preparation for or participation in any public meetings or hearings, or any other services or materials unless expressly stated in this proposal.
6. The drilling contractor will not have any unusual or unanticipated problems drilling and/or developing the well that would result in the need for substantial additional project administrative and/or field inspection time.
7. Additional work required and authorized by McCrone will be billed at Earth Data's standard hourly rates.
8. McCrone will provide Earth Data with one complete set of conformed project documents.

COST & SCHEDULE

We estimate the cost for the work described above as follows:

• Task 1 Est. Cost:	\$10,818.50
• Task 2 Est. Cost:	\$44,012.00
Total Est. Project Cost:	<u>\$54,830.50</u>

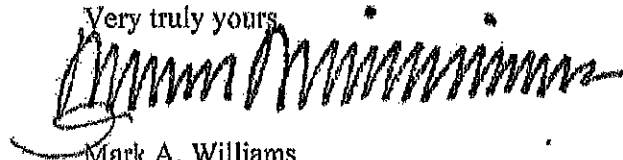
Earth Data Incorporated

Mr. Ryan Rangel
Page 4
September 19, 2024

All work will be performed based on hourly charges for personnel plus direct expenses. Only time and expenses for actual work performed on this project will be charged. Participation in the project by various staff personnel may change based on field conditions and overall workload. Copies of our manpower estimates for the tasks associated with this proposal are enclosed for your review. Work on this project can begin upon receipt of an acceptable subcontract agreement.

Thank you for the opportunity to present this proposal. Please feel free to contact us if you have any questions or we can provide any additional information or assistance in this matter. We look forward to working with you on this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark A. Williams", written over a horizontal line.

Mark A. Williams
Principal/Project Manager

Enclosures

MAW/mw

**McCrone_Kent County Fairlee Replacement Well
Estimate of Inspection Hours
9/19/2024**

	Description	Est. Days	Est. Hrs/Day	Total Hours	# Trips
1	Initial mobilization, site prep, etc.	1	8	8	1
2	Set up rig, mud tanks, stage equipment, etc.	1	8	8	1
3	Inspect pilot hole drilling	3	6	18	3
4	Inspect reaming to set well casing & screen	4	6	24	4
5	Inspect installation of well casing & screen	1	10	10	1
6	Inspect installation of filter pack	1	8	8	1
7	Inspect well grouting	1	8	8	1
8	Inspect well development	5	4	20	5
9	Install test pump and prelim. pumping	2	6	12	2
10	Inspect step-rate pumping test	1	8	8	1
11	Inspect/supervise 24-hour drawdown and recovery test	2	6	12	2
12	Inspect water disposal and water quality sampling	1	6	6	1
13	Inspect demobilization of drilling equipment	1	4	4	1
14	Inspect installation of pileless adapter unit	2	6	12	2
15	Inspect installation & testing of permanent pump	2	6	12	2
16	Inspect site restoration	2	4	8	2
17	Misc. & contingency; response to unexpected issues, etc.	2	8	16	2
	TOTALS	32		190	32

EARTH DATA INCORPORATED

**McCrone_Kent County Fairlee Replacement Well
9/19/2024**

Scope Item	Description	Clerical	AutoCAD Operator/Design Engineer	Construction Inspector	Geologist / Hydrogeologist	Principal	Design Engineer	Project Manager	Number Trips	EDI Equipment	Rental/ Subcontract	Mileage
	Part 1- Replacement Well											0.65
1	Obtain and review information on the two existing Fairlee wells.				2	1		2		\$0.00	\$0.00	\$0.00
2	Visit the site to verify areas for drilling and coordinate a site visit with Kent Co. Health Department and MDE to satisfy regulatory well siting requirements.						4	4	1	\$0.00	\$0.00	\$32.50
3	Prepare a detailed set of technical specifications for the construction, development and testing of a new well, permanent pumping equipment and pitless adapter unit.	2	2			8	24	12		\$0.00	\$0.00	\$0.00
4	Meet virtually to review draft technical specs.					2		2		\$0.00	\$0.00	\$0.00
5	Obtain & incorporate spec review comments & provide final documents.	1				2		2		\$0.00	\$0.00	\$0.00
6	Communicate with MDE and Kent Co. Health Dept. regarding replacement well at Fairlee.	1				3				\$0.00	\$0.00	\$0.00
	Total Estimated Part 1 Hours:	4	2	0	2	16	28	22	1	0	0	\$32.50
	Part 2- Construction Administration (CA) & Inspection (CI)											
7	Prepare for & participate in pre-construction meeting and site visit.						4	4	1	\$0.00	\$0.00	\$0.00
8	Assist in answering contractor questions and preparing pre-construction meeting minutes.						2	1		\$0.00	\$0.00	\$0.00
9	Perform a geophysical log in the uncased borehole.				5	1		1	1	\$350.00	\$0.00	\$32.50
10	Examine and describe the drilling cuttings at EDI facility.				6			1		\$0.00	\$0.00	\$0.00
11	Review and process contractor's submittal data.					1	6	2		\$0.00	\$0.00	\$0.00
12	Review the contractor's recommendations for casing length, screen placement, and well screen slot size and gravel pack size.					2	2	2		\$0.00	\$0.00	\$0.00
13	Review and process contractor pay requests.					1	4	1		\$0.00	\$0.00	\$0.00
14	Construction inspection services during key drilling operations per the attached.			100		8	24	8	32	\$250.00	\$0.00	\$1,040.00

**McCrone_Kent County Fairlee Replacement Well
9/19/2024**

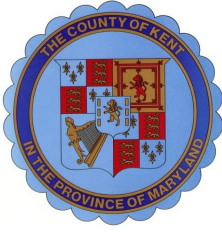
Scope Item	Description	Clerical	AutoCAD Operator/Design Engineer	Construction Inspector	Geologist/Hydrogeologist	Principal	Design Engineer	Project Manager	Number Type	EDI Equipment	Rentals/ Subcontract	Mileage
15	Furnish and install a pressure transducer and data logger				5				1	\$250.00	\$0.00	\$0.00
16	Supervise the step-rate and 24-hour pumping tests,					2		2	2	\$0.00	\$0.00	\$0.00
17	Remove the data loggers; download the drawdown and recovery data from the 24-hour pumping test				8				1	\$0.00	\$0.00	\$0.00
18	Determine well efficiency and acceptance criteria				2	1		2		\$0.00	\$0.00	\$0.00
19	Prepare for and participate in a final inspection						3	3	1	\$0.00	\$0.00	\$32.50
20	Maintain files and provide project administrative support.	4			8	8	16	12		\$0.00	\$0.00	\$0.00
	Total Estimated Part 2 Hours	4	0	190	32	24	61	39	39	\$1,160.00	\$0.00	\$1,105.00
	Total Estimated Project Hours	8	2	190	34	40	89	61	40	\$1,160.00	\$0.00	\$1,137.50

Est. Round Trip Mileage: Centerville- Fairlee 50

**McCrone_Kent County Fairlee Replacement Well
9/19/2024**

STAFF POSITION	Rate	Part 1		Part 2		Total
Clerical	\$80.00	4	\$320.00	4	\$320.00	\$640.00
AutoCAD Operator/Design Engineer	\$105.00	2	\$210.00	0	\$0.00	\$210.00
Construction Inspector	\$100.00	0	\$0.00	190	\$19,000.00	\$19,000.00
Geologist/Hydrogeologist	\$138.00	2	\$276.00	32	\$4,416.00	\$4,692.00
Principal	\$196.00	16	\$3,168.00	24	\$4,752.00	\$7,920.00
Design Engineer	\$105.00	28	\$2,940.00	61	\$6,405.00	\$9,345.00
Project Manager	\$176.00	22	\$3,872.00	39	\$6,864.00	\$10,736.00
TOTAL LABOR:			\$10,786.00		\$41,757.00	\$52,543.00
Earth Data Equipment			\$0.00		\$1,150.00	\$1,150.00
Subcontractor			\$0.00		\$0.00	\$0.00
Mileage			\$32.50		\$1,105.00	\$1,137.50
TOTAL EXPENSES:			\$32.50		\$2,255.00	\$2,287.50
TOTAL EST. COST:			\$10,818.50		\$44,012.00	\$54,830.50

EARTH DATA INCORPORATED



**American Rescue Plan Act (ARPA) Funds Spend Plan
12/3/2024
County Commissioners Meeting**

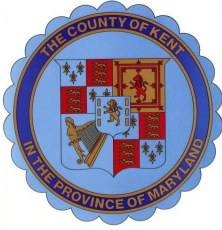
ATTACHMENTS:

Description

11-19-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
11/19/2024

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					
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>	



Dan Mattson, Director, Public Works
12/3/2024
County Commissioners Meeting

Item Summary:

Waterway Improvement Fund Grant Agreement MF-1420H-20
Modification Number Three To Maryland Department Of Natural Resources

ATTACHMENTS:

Description

11.19.24 Waterway Improvement Fund Grant Agreement MF-1420H-20 Modification #3 to Maryland Department of Natural Resources

WATERWAY IMPROVEMENT FUND
GRANT AGREEMENT
MF-1420H-20

Modification Number Three

to

Maryland Department of Natural Resources

entered into this 20th day of November, 2024.

between the

Department of Natural Resources
Chesapeake and Coastal Service
Waterway Improvement Fund

and

Kent County Commissioners
400 High Street Chestertown, MD 21620
Hereinafter ("Grantee")
Federal ID # 52-6000974

Pursuant to the terms of the Grant Agreement, dated 26, July 2019, between the State of Maryland acting through the Department of Natural Resources, Chesapeake and Coastal Service and Grantee, regarding provision of assistance for the Bayside Landing Marina Renovations, the Agreement is amended to incorporate the following changes. The purpose of the Modification is to provide additional funding to the Waterway Improvement Fund Grant Agreement MF-1420H-20 in the amount of Five Hundred Six Thousand Four Hundred Ten Dollars and 00/100 (\$506,410.00) and to extend the term.

In the event of any conflict or incongruity between the provisions of this amendment and any of the provisions of said Agreement as heretofore amended, the provisions of this amendment shall in all respects govern and control.

GRANT AMOUNT:

The Total Grant for Fiscal Year 2020 is modified from Four Hundred Thirty Thousand Dollars and 00/100 (\$430,000.00) to Nine Hundred Thirty Six Thousand Four Hundred Ten Dollars (\$936,410.00), an increase of \$506,410.00.

TERM:

The term of this Grant Agreement shall be from July 1, 2019 through June 30, 2026

SCOPE OF WORK

The scope of work is modified for the deliverable schedule as per below:

TIME FRAME

DUE DATE

FY 2025(Additional)

January 1, 2025 – March 31, 2025
April 1, 2025 – June 30, 2025

April 15, 2025
July 15, 2025

FY 2026

July 1, 2025 – September 30, 2025
October 1, 2025 – December 31, 2025
January 1, 2026 – March 31, 2026
April 1, 2026 – June 30, 2026

October 15, 2025
January 15, 2026
April 15, 2026
June 30, 2026

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:


GRANTEE WITNESS

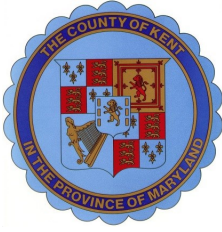
GRANTEE


Kent County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Christine Conn, Ph.D., Unit Director
Chesapeake & Coastal Service



Procedures For Public Comment 12/3/2024 County Commissioners Meeting

ATTACHMENTS:

Description

12.03.24 Pubic Comments Sign In Sheet

Procedures for Public Comment

**PUBLIC COMMENTS
SIGN IN SHEET
December 3, 2024**

NAME (please print)	ADDRESS	TOPIC



Office of The County Commissioners

Press and Public Comments

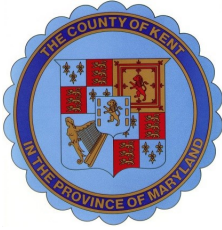
Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

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

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

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

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



**Chris Mulhall, Senior Manager, Government Affairs, Comcast Beltway
Region
12/3/2024
County Commissioners Meeting**

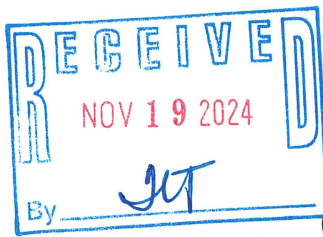
Item Summary:

Comcast Xfinity Network - Price Adjustments Announcement

ATTACHMENTS:

Description

11.20.24 Chris Mulhall, Senior Manager, Government Affairs for Comcast Correspondence re Xfinity Price Adjustments



November 20, 2024

Ms. Shelley L. Heller
County Administrator
Kent County (MD)
400 High St
Chestertown, MD 21620

RE: Important Information—Price Adjustments

Dear Ms. Heller,

At Comcast, we are committed to delivering the products and services that matter most to our customers in Kent County (MD), as well as exciting experiences they won't find anywhere else. We are also focused on making our Xfinity network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. While we absorb some of these costs, these increases can affect service pricing. As a result, starting December 20, 2024, prices for certain services and fees will be changing. Please see the enclosed Customer Notices for more information.

We are also making changes to the format of our bills. Beginning on December 10, 2024, customer bills will show the total price for video packages—including service charges and programming-related fees (such as Broadcast TV and/or Regional Sports Fees, if applicable) which used to appear separately. This way, customers will see the total cost of video services all in one place. We also will continue to itemize certain fees so that customers can also see a breakdown of those costs.

Customers will begin to receive notice of these changes within their bill statements starting November 20, 2024. We know you may have questions about these changes. If I can be of any further assistance, please contact me at (410) 960-1566.

Sincerely,

Chris Mulhall
Senior Manager, Government Affairs
Comcast Beltway Region

Attachments

Public (P)

Important Information Regarding Your Xfinity Services and Pricing
 Effective December 20, 2024
 SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
Internet & Voice	\$114.95	\$117.95				
HSD Additional Outlet With Data or Voice	\$70.00	\$73.00				
Digital Preferred Tier	\$35.99	\$36.99				
HSD Additional Outlet	\$90.00	\$93.00				
Performance Internet Additional Outlet with TV or Voice service	\$70.00	\$73.00				
Performance Internet Additional Outlet	\$90.00	\$93.00				
Double Play Bundle	\$134.95	\$137.95				
MAX, MGM+, DVR	\$31.98	\$33.98				
Netflix, MAX, Showtime, MGM+, DVR	\$59.47	\$61.47				
Choice Triple Play	\$106.99	\$112.99	\$23.58	\$9.74	\$83.41	\$103.25
Choice Double Play	\$95.99	\$101.99	\$26.08	\$27.49	\$69.91	\$74.50
Internet Pro Plus w/Showtime Double Play	\$100.99	\$106.99	\$29.49	\$30.74	\$71.50	\$76.25
Blast Plus	\$111.99	\$117.99	\$29.49	\$29.49	\$82.50	\$88.50
Economy Pro	\$123.99	\$129.99	\$32.99	\$33.99	\$91.00	\$96.00
Internet Plus	\$96.99	\$102.99	\$33.99	\$35.99	\$63.00	\$67.00
Economy Double Play	\$108.99	\$114.99	\$35.49	\$36.74	\$73.50	\$78.25
Internet Pro Plus Double Play with HBO	\$103.99	\$109.99	\$36.49	\$38.24	\$67.50	\$71.75
Blast! Plus	\$118.99	\$124.99	\$43.49	\$45.99	\$75.50	\$79.00
Standard+ More	\$137.99	\$143.99	\$43.49	\$45.24	\$94.50	\$98.75
Standard+	\$120.99	\$126.99	\$49.49	\$51.49	\$71.50	\$75.50
Extra XF Bundle	\$163.99	\$169.99	\$52.49	\$52.74	\$111.50	\$117.25
Signature Triple Play	\$151.99	\$157.99	\$53.99	\$58.49	\$98.00	\$99.50
Value Plus Triple Play	\$151.99	\$157.99	\$55.49	\$56.24	\$96.50	\$101.75
Select Triple Play	\$151.99	\$157.99	\$55.99	\$56.49	\$96.00	\$101.50

UN0000001 BLT MD

Important information regarding our Xfinity services and pricing

Effective December 20, 2024

Xfinity TV	Current	New
Limited Basic (Includes Broadcast TV Fee)	\$48.90	\$51.50
Choice TV Select	\$43.50	\$48.00
Choice TV Select - with TV Box (Flex upgrade)	\$53.50	\$60.00
Choice TV (Includes Broadcast TV Fee)	\$58.95	\$61.55
Popular TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$101.00	\$103.95
Ultimate TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$126.60	\$130.40
Genre Packs		
Sports & News (Includes Regional Sports Fee)	\$37.05	\$37.40
Ultimate TV Tier (Includes Regional Sports Fee)	\$25.60	\$26.45
Max, MGM+, and DVR	\$31.98	\$33.98
TV Box	\$10.00	\$12.00
TV Box + Remote	\$10.00	\$12.00
Service to Additional TV with TV Adapter	\$10.00	\$12.00
TV Adapter (Limited Basic — Primary TV)	\$0.00	\$0.50
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00	\$0.50

Xfinity TV Service Fees (Included in package price where noted)	Current	New
Broadcast TV Fee	\$23.95	\$26.55
Regional Sports Fee – Popular TV and Sports & News	\$7.05	\$7.40
Regional Sports Fee – Ultimate TV and Ultimate TV tier	\$12.65	\$13.85

Xfinity Internet	Current	New
Connect	\$68.00	\$71.00
Connect More	\$90.00	\$93.00
Fast	\$105.00	\$108.00
Superfast	\$110.00	\$113.00

Xfinity Internet (Continued)	Current	New
Gigabit	\$115.00	\$118.00
Gigabit Extra	\$120.00	\$123.00
Gigabit x2	\$120.00	\$123.00

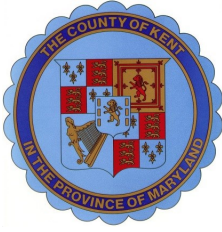
Xfinity Discounts	Current	New
Autopay and Paperless Billing Discount (Credit or Debit Card)	\$5.00	\$2.00

Addendum To Important Information of Price Changes

The video and additional services pricing for the below packages is listed incorrectly on the other Attachment herein entitled "Services No Longer Available for New Subscription." The correct prices are below.

Effective December 20, 2024

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS						
Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
HD Premier Sports Bundle	\$231.99	\$237.99	\$120.99	\$121.99	\$111.00	\$116.00
HD Complete XF	\$250.99	\$256.99	\$141.99	\$143.99	\$109.00	\$113.00
HD Preferred 5pk	\$203.99	\$209.99	\$94.49	\$94.49	\$109.50	\$115.50
HD Premier XF Bundle	\$231.99	\$237.99	\$121.99	\$122.49	\$110.00	\$115.50
Economy Pro	\$129.99	\$135.99	\$38.99	\$39.99	\$91.00	\$96.00
Select Triple Play	\$157.99	\$163.99	\$61.99	\$62.49	\$96.00	\$101.50
Signature Triple Play	\$177.99	\$183.99	\$65.99	\$70.49	\$112.00	\$113.50
Super Triple Play	\$207.99	\$213.99	\$99.99	\$105.49	\$108.00	\$108.50
Select+ More	\$166.99	\$172.99	\$64.99	\$65.24	\$102.00	\$107.75
Signature+ More	\$196.99	\$202.99	\$72.49	\$76.49	\$124.50	\$126.50
Super+ More	\$207.99	\$213.99	\$92.49	\$97.49	\$115.50	\$116.50
HD Preferred Triple Play	\$136.99	\$142.99	\$27.00	\$28.00	\$109.99	\$114.99
HD Preferred Plus Triple	\$158.99	\$164.99	\$41.00	\$42.00	\$117.99	\$122.99
Preferred Plus Triple	\$148.99	\$154.99	\$31.00	\$32.00	\$117.99	\$122.99
Preferred Extra Triple	\$138.99	\$144.99	\$28.00	\$29.00	\$110.99	\$115.99
Premier Double Play	\$198.99	\$204.99	\$120.99	\$122.99	\$78.00	\$82.00
Signature Double Play	\$148.99	\$154.99	\$63.99	\$70.99	\$85.00	\$84.00
Super Double Play	\$178.99	\$184.99	\$93.49	\$100.99	\$85.50	\$84.00
Choice Double Play	\$96.99	\$102.99	\$27.08	\$28.49	\$69.91	\$74.50
Choice Double Play	\$177.99	\$183.99	\$74.99	\$81.99	\$103.00	\$102.00



Contingency and Use of Fund Balance Report 12/3/2024 County Commissioners Meeting

ATTACHMENTS:

Description

11-19-2024 Commissioner Report Contingency

**FY25 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
November 19, 2024**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/9/24	Town of Millington	\$ 7,550	Phase 1 of storm water needs in Millington and its relationship to the public tax ditch
7/9/24	Legal Counsel	15,000	Legal Representation
7/16/24	County Commissioner's Office	3,600	2024/2025 Spongy Moth Survey by Forest Pest Management-Maryland Dept. of Agriculture
9/10/24	Upper Shore Aging	50,000	Meals on Wheels program
10/1/24	Circuit Court	14,985	Upgrade the existing access control system in the Courthouse
11/19/24	Bayside Landing	146,719	Bayside landing marina Improvements - pier and bulkhead project
11/19/24	Buildings and Grounds	17,795	HVAC repairs - Detention Center
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TOTAL		<u>\$ 255,649</u>	
BEGINNING CONTINGENCY BUDGET		\$ 400,000	
ENDING CONTINGENCY BALANCE		<u>\$ 144,351</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/9/2024	Kent County Extension Office	20,353	Master Gardener Program in Kent County
7/9/2024	Volunteer Fire Company	2,800	\$400 per volunteer fire company/rescue
9/10/2024	Buildings and Grounds	78,194	HVAC/boiler projects - 400 High Street and County Courthouse
10/1/2024	Circuit Court	3,960	Annual Cloud Service for the upgrade to the Courthouse access control system
TOTAL		<u>\$ 105,307</u>	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			