

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

December 13, 2022

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

Meeting Announcements

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

Action Items

Shelley Heller, County Administrator

New Board Discussion Item:
Origination of New Board

Shelley Heller, County Administrator

New Board Discussion Item:
Appointment of County Attorney
Appointment of Auditor

Shelley Heller, County Administrator

New Board Discussion Item:
2023 Meeting Calendar

Shelley Heller, County Administrator

New Board Discussion Item:
Boards and Committee Commissioner Representative

Consent Items

#1 - Regular Session Minutes, December 6, 2022

#2 - Liquor Minutes, December 6, 2022

#3 - Closed Session Minutes, December 6, 2022

#4 -C. Henry Price, II., American Legion Post 246, Combined Raffle Only, January 8, 2023
- December December 17, 2023

Human Resources Director

Public Works - Environmental Operations Division

Crew Leader Vacancy

Marty Hale, Director, Human Resources

Presentation on Recruitment and Advertising

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance

1st Quarter Fiscal Year 2023 Financial Statements

Patricia Merritt, Chief Finance Officer, Office of Finance

Electronic Payment Provider Request

Public Works Director

Bulk Gasoline Delivery
Contract Approval

American Rescue Plan Act Funds

Mike Moulds, Director, Public Works
Water and Wastewater Division, Worton Lagoon Sludge Removal Contract
American Rescue Plan Act (ARPA) Funds Spend Plan

County Administrator

Muriel Cole, Co-Chair, Commission on Aging
Commission on Aging Member Appointments
Jillyn Coleman, Director, Parks and Recreation
Parks and Recreation Advisory Board
Jillyn Coleman, Director, Parks and Recreation
Parks and Recreation Advisory Board
Lucie Hughes, Director of Communications, Choptank Community Health
Letter of Support Request

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Warning Letter Issued
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Warning Letter Issued
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Administrative Hearing Notice

Public Comment/Media Review

Procedures For Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Wayne Darrell, Director, Emergency Services
Personnel and Public Safety
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment

of fire and police services and staff; and (ii) the development and implementation of emergency plans.

Bill Mackey, Director, Planning, Housing and Zoning

Appointment

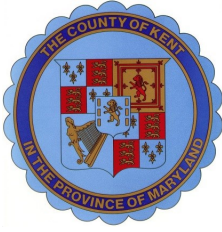
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Shelley Heller, County Administrator

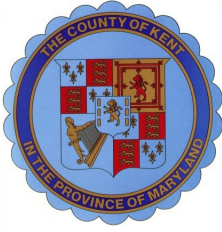
Appointments

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

(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.)



**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
12/13/2022
County Commissioners Meeting**

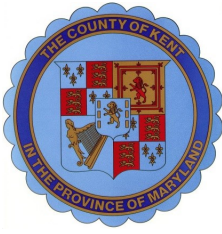


Shelley Heller, County Administrator
12/13/2022
County Commissioners Meeting

Item Summary:

New Board Discussion Item:

Origination of New Board



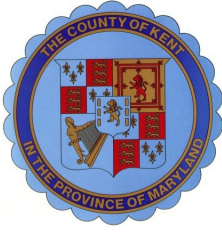
Shelley Heller, County Administrator
12/13/2022
County Commissioners Meeting

Item Summary:

New Board Discussion Item:

Appointment of County Attorney

Appointment of Auditor



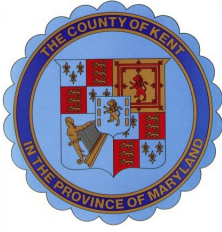
Shelley Heller, County Administrator
12/13/2022
County Commissioners Meeting

Item Summary:

New Board Discussion Item:
2023 Meeting Calendar

ATTACHMENTS:

Description



Shelley Heller, County Administrator
12/13/2022
County Commissioners Meeting

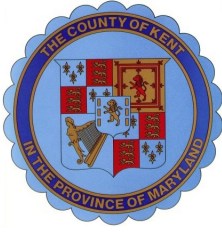
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New Board Discussion Item:

Board and Committee Commissioner Representative

ATTACHMENTS:

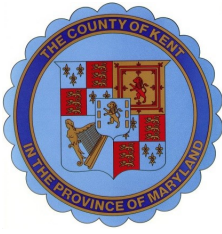
Description



**#1 - Regular Session Minutes, December 6, 2022
12/13/2022
County Commissioners Meeting**

ATTACHMENTS:

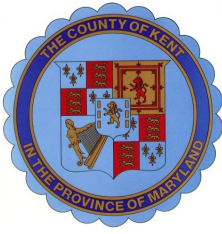
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#2 - Liquor Minutes, December 6, 2022
12/13/2022
County Commissioners Meeting

ATTACHMENTS:

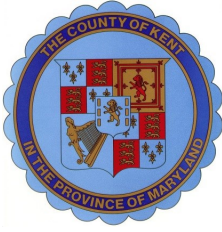
Description



**#3 - Closed Session Minutes, December 6, 2022
12/13/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 -C. Henry Price, II., American Legion Post 246, Combined Raffle
Only, January 8, 2023 - December December 17, 2023**

12/13/2022

County Commissioners Meeting

Item Summary:

ATTACHMENTS:

Description

30-2022 C. Henry Price II., American Legion Post 246, Raffle Permit

The County Commissioners of Kent County

RONALD H. FITHIAN
PRESIDENT
ROCK HALL, MD

ALBERT H. NICKERSON
MEMBER
WORTON, MD

JOHN F. PRICE
MEMBER
CHESTERTOWN, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600

E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT

PERMIT NO. 30-2022

Name of Organization: C. HENRY PRICE, II., AMERICAN LEGION POST 246
11 6th Avenue, P.O. Box 100
Betterton, MD 21610

Responsible Person: Joseph Clayton
23189 Schooner Road
Chestertown, MD 21620

Approved by the Board of County Commissioners: December 13, 2022
Activity Permitted:

- | | | |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device | ☐ |
| (2) | Combination Multiple Gaming Device/Raffle | ☒ |
| (3) | Raffle Only | ☐ |
| (4) | "50/50" UP TO \$100 per regular business meeting | ☐ |

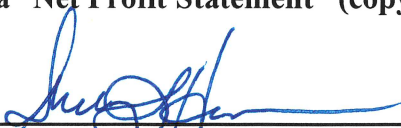
Location of Activity: C. Henry Price, II., American Legion Post 246
Betterton, MD 21610

Date & Time of Activity: Every Sunday at 6:00 p.m.

COMMENTS/CONDITIONS:

This is a Queen of Hearts event. Drawings will be at 6:00 p.m., every Sunday until the Queen of Hearts has been drawn.

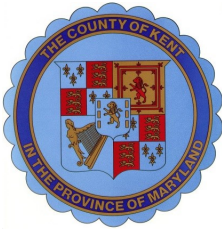
***Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**


Authorized Signature

County Administrator
Title

December 13, 2022
Date





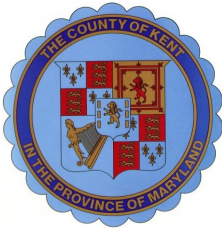
Public Works - Environmental Operations Division
12/13/2022
County Commissioners Meeting

Item Summary:

Crew Leader Vacancy

ATTACHMENTS:

Description



Marty Hale, Director, Human Resources
12/13/2022
County Commissioners Meeting

Item Summary:

Presentation on Recruitment and Advertising

ATTACHMENTS:

Description

Recruitment

Recruitment

Print Advertising

- Tidewater Trader-Consolidated half page ad, multiple jobs, \$123.75 per week, Hunt Issue
- The Guide-Maryland and Delaware-3 lines, \$40
- Delaware News Journal-includes 30 days of Monster, \$2743
- The Capital-Annapolis
- Kent News-\$867 per week, 1 job

Job Fairs

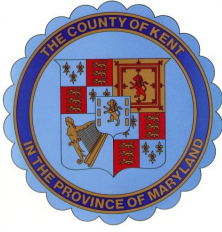
- USA Fulfillment
- Marydel Winery
- Talbot County Recreation

Internet

- Kent County website
- Indeed
- Monster

Other Efforts

- Maryland Workforce Exchange
- Social Media-Tourism and Economic Development (QRL code)
- Professional Associations
- Washington College
- MACo, MML
- Professional Recruiters- \$24K



Patricia Merritt, Chief Finance Officer, Office of Finance
12/13/2022
County Commissioners Meeting

Item Summary:

1st Quarter Fiscal Year 2023 Financial Statements

ATTACHMENTS:

Description

1st Quarter Financial Statements - FY2023

General Fund

Statement of Revenues and Expenditures

As of September 30, 2022

	July - Sept Budget	July - Sept Actual	\$ Fav/Unfav
<u>Revenues</u>			
Property Tax	30,854,177	31,694,452	840,275
Income Tax	69,127	-	(69,127)
Recordation Tax	453,805	458,823	5,018
Property Transfer Tax	321,398	290,604	(30,794)
Other Local Taxes	92,686	103,254	10,568
Service Charges	176,104	191,464	15,360
Intergovernmental Revenue	107,842	106,773	(1,069)
Licenses & Permits	58,374	59,168	794
Fines & Forfeitures	1,248	10,794	9,546
Proceeds from Fixed Assets	-	1,023	1,023
Proceeds from Capital Leases	-	-	-
Other	65,916	77,836	11,920
Total Revenue	32,200,677	32,994,191	793,514
<u>Expenditures</u>			
Board of Education	4,996,823	4,996,823	-
Salaries & Benefits	4,887,957	4,641,520	246,437
Operating Expenditures	2,389,511	2,234,079	155,432
Allocations	1,433,692	1,429,808	3,884
Debt Service	114,391	114,272	119
Capital Expenditures	668,807	663,439	5,368
Capital Leases	-	-	-
Transfers to Other Funds	333,691	237,054	96,637
Contingency	100,000	19,651	80,349
Total Expenditures	14,924,872	14,336,646	588,226
Excess/(Deficiency) Revenues			
Over Expenditures	17,275,805	18,657,545	1,381,740

General Fund

Explanation of Major Variances

September 30, 2022

<u>Revenues</u>	<u>Fav/(Unfav)</u>
Property Tax 5% increase over FY22	840,275
Service Charges Recreation fees	15,360
Other Interest Income	11,920
Other Local Taxes Lodging tax, admission & amusement	10,568
Fines & Forfeitures Zoning, tobacco	9,546
Property Transfer Tax 23% decrease from FY22	(30,794)
Income Tax 0% change from FY22	(69,127)
Other Intergovernmental, Recordation, Licenses & Permits	5,766
Total Revenues	<u>793,514</u>

General Fund

Explanation of Major Variances

September 30, 2022

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
Full time	145,914
Health benefits	121,227
Retirement	23,897
Election Office - salaries & benefits	18,256
Social Security	17,053
Leave payout	(16,052)
Salaries G&S - transfers	(26,763)
Salaries G&S - overtime	(35,168)
Other	(1,927)
	246,437
Operating Expenditures	
Insurance	30,632
Sheriff's Office	28,490
Information Systems	26,079
Planning & Zoning	16,684
Office Emergency Services - EMS	16,109
Economic & Tourism Development	11,402
Office Emergency Services - Communications	10,742
Election Office	10,704
Other	4,590
	155,432
Transfers to Other Funds	
WWS Deficit	69,692
LMB	13,233
Other	13,712
	96,637
Contingency	80,349
Other	
Allocations, Capital Expenditures, Debt Service	9,371
Total Expenditures	588,226

Water and Wastewater Services
Statement of Revenues and Expenses
As of September 30, 2022

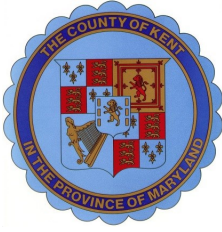
	July - Sept Budget	July - Sept Actual	\$ Fav/(Unfav)	% Fav/(Unfav)
Revenues				
Water Service Charges	175,286	176,712	1,426	0.8%
Sewer Service Charges	425,400	426,576	1,176	0.3%
Septage Service Charges	55,452	58,722	3,270	5.9%
Contracted Services	25,150	23,899	(1,251)	-5.0%
Other	9,868	36,162	26,294	266.5%
Total Revenues	691,156	722,071	30,915	4.5%
Expenses				
Salaries	182,232	165,876	16,356	9.0%
Benefits	121,720	98,261	23,459	19.3%
Contracted Services (salaries & benefits)	15,520	7,812	7,708	49.7%
Operating	458,859	466,278	(7,419)	-1.6%
Capital	48	48	-	0.0%
Interest Expense	82,989	83,310	(321)	-0.4%
Principal Expense	56,792	58,479	(1,687)	-3.0%
Operating Reserves	16,019	15,339	680	4.2%
Total Expenses	934,179	895,402	38,777	4.2%
Transfers				
General Fund	243,023	173,331	(69,692)	-28.7%
Total Transfer In/(Out)	243,023	173,331	(69,692)	-28.7%
Subsidy %	26.0%	19.4%		

**Water and Wastewater Services
Explanation of Major Variances
As of September 30, 2022**

	<u>Fav/(Unfav)</u>
Revenues	
Water Service Charges	1,426
Sewer Service Charges	1,176
Septage Service Charges	3,270
Other (equipment sales, allocation fees)	25,043
	<u>30,915</u>
 Salaries	
Salaries	16,356
 Benefits	
Health deductible	4,944
State Retirement	4,166
Taxes	2,346
Health premiums	10,820
Workmen's Compensation	1,183
	<u>23,459</u>
 Contracted Services	
Galena	5,257
Betterton	397
Nicholson	2,054
	<u>7,708</u>
 Operating Expenses	
Diesel fuel	1,492
Electric	(7,970)
Auto fuel	(1,469)
Other	528
	<u>(7,419)</u>

Capital Projects Fund
Statement of Revenues & Expenditures
As of September 30, 2022

	Annual Budget	July - Sept Actual	Balance
<u>Revenues</u>			
Grant Funding			
Bridge K00015 repair/replace	320,000	1,026	318,974
Loan Proceeds			
Nicholson wastewater treatment plant upgrade	2,771,978	-	2,771,978
Kent County High School roof	3,195,675	-	3,195,675
Transfer In - General Fund			
Bridge K00015 repair/replace	80,000	-	80,000
Computer / Technology Upgrade	30,000	30,000	-
Public safety Complex	972,000	-	972,000
Paramedic office	27,262	-	27,262
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	240,000	47	239,953
Galena Elementary targeted renovations	254,844	83	254,761
Kent County Public Library roof	75,000	-	75,000
Total Revenue	8,286,759	31,156	8,255,603
<u>Expenses</u>			
Bridge K00015 repair/replace	400,000	1,026	398,974
Nicholson wastewater treatment plant upgrade	2,771,978	-	2,771,978
Public safety Complex	972,000	-	972,000
Paramedic office	27,262	-	27,262
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	240,000	47	239,953
Kent County Public Schools Projects			
Galena Elementary targeted renovations	254,844	83	254,761
Kent County High School roof	3,195,675	489,468	2,706,207
Kent County Public Library roof	75,000	-	75,000
Total Expenditures	8,256,759	490,624	7,766,135
Excess/(Deficiency) Revenues over Expenditures	30,000	(459,468)	489,468



Patricia Merritt, Chief Finance Officer, Office of Finance
12/13/2022
County Commissioners Meeting

Item Summary:

Electronic Payment Provider Request

ATTACHMENTS:

Description

12.13.22 Master Services Agreement By and Between Paymentus Corporation and Kent County

12.13.22 Quote By and Between Centralsquare and Kent County Click2Gov

12.13.22 Quote By and Between Centralsquare and Kent County Web Enablement Annual Access Fee

12.13.22 Quote By and Between Centralsquare Accounts Receivable and Kent County

Cost Comparison

Benefits of Paymentus

Contract - Paymentus

Contract - Central Square Click2Gov

Contract - Central Square Web Enablement

Contract - Central Square Accounts Recievable

MASTER SERVICES AGREEMENT

Client:	Kent County, MD
Client Address:	400 High St. Chestertown, MD 21620
Contact for Notices to Client:	Pat Merritt
Estimated Number of Yearly Payments:	10,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____
NAME: Ronald A. Zilber
TITLE: County Commissioner,
President
DATE: December 13, 2022

PAYMENTUS CORPORATION

By: _____
NAME: _____
TITLE: _____
DATE: _____

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND [CLIENT NAME]

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Agreement** "or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **"Effective Date"** is the date the last Party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **"IPN" or "Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.11 **"Payment Amount"** means the amount of a Payment.
- 1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **"Paymentus Fee"** is defined in Section 3.2.
- 1.14 **"Platform"** is defined in Section 2.1.
- 1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **"User"** means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each Party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified Party will give the indemnifying Party prompt written notice of any claim for which indemnification is sought. The indemnifying Party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified Party, or adversely affects the indemnified Party shall require the indemnified Party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other Party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform

and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other Party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any Party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other Party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	See details below	☐
☒	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	See details below	☐
Qualified Credit Cards, Debit Cards, Digital Wallets for Utility Bills (Visa, Mastercard, Discover, American Express, PayPal, Venmo, Amazon Pay, Google Pay and Apple Pay)			\$4.95 per transaction for Credit Cards including Visa, MasterCard, Discover Cards, Debit Cards with Visa and MasterCard logos: eChecks		
In-person Payments Walmart and Retail Outlets Customer paid fee - NO cost to the County			\$2.00 per transaction		
Qualified Credit Cards, Debit Cards, Digital Wallets for Tax and Other Misc Government Billing (Visa, Mastercard, Discover, American Express, PayPal, Venmo, Amazon Pay, Google Pay and Apple Pay)			2.5% of the Bill amount for Credit Cards including Visa, MasterCard, Discover Cards. \$0.50 eChecks		

- Chargebacks and returned checks will be billed at \$9.95 each.
- Outbound notifications include 3000 phone, email and text notifications per month; additional usage is invoiced at \$0.20 per message.
- POS and Kiosk pricing available upon request.
- **CS Fusion module \$3,500.00 annual charge (from CentralSquare), no other costs from Paymentus.**

Note: Average Bill Amount: \$180.00 for Utility Bills, Maximum Amount per Payment is \$600.00 Multiple payments may be made. \$2,887.00 for Property Tax Bills with a Maximum payment of \$25,000.00, multiple payments can be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

Schedule B – Client Payment Data

Tax Bills – 12,143 Accounts as provided by Kent County

Utility Bills – 9,000 accounts billed quarterly as provided by Kent Count



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-118688

Primary Quoted Solution: NaviLine PA

Quote expires on: February 20, 2023

Quote prepared for:

Pat Merritt

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	NaviLine Click2Gov Tax Billing & Collections Annual Access Fee	1	3,000.00	3,000.00
2.	NaviLine Click2Gov3 Core Annual Access Fee	1	5,244.00	5,244.00
3.	NaviLine Click2Gov3 Customer Information System Annual Access Fee	1	2,040.00	2,040.00
			Software Total	10,284.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	1,170.00
2.	Public Administration Technical Services - Fixed Fee	4,680.00
3.	Public Administration Training Services - Fixed Fee	1,560.00
		Services Total
		7,410.00 USD



Quote prepared on:
December 04, 2022
Quote prepared by:
Scott Duffy
scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal	10,284.00 USD
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Services Subtotal	7,410.00 USD
-------------------	--------------

Quote Subtotal	17,694.00 USD
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Quote Total	17,694.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	7,284.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Kent County

Signature: _____

Ronnie Fithian

Name: Ronald H. Fithian

Date: December 13, 2022

Title: County Commissioner, President



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-119731

Primary Quoted Solution: NaviLine PA

Quote expires on: March 02, 2023

Quote prepared for:

Pat Merritt

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	NaviLine Web Enablement Annual Access Fee	1	1,284.00	1,284.00
Software Total				1,284.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	1,170.00
2.	Public Administration Technical Services - Fixed Fee	5,460.00
Services Total		6,630.00 USD



Quote prepared on:
December 04, 2022
Quote prepared by:
Scott Duffy
scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal
1,284.00 USD

Services Subtotal
6,630.00 USD

Quote Subtotal
7,914.00 USD

Quote Total
7,914.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	1,284.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Kent County

Signature: Ronnie Fithian

Name: Ronald H. Fithian

Date: December 13, 2022

Title: County Commissioner, President

Accounts Receivable

Accounts Receivable is designed to manage a wide variety of customers and charges. Powerful features include classification of customers, classification of charges, streamlined cashiering, and easy access to payment status or history.

INTEGRATION

- Posts to the General Ledger in summary or detail
- Interfaces to Accounts Payable for activities such as travel advances
- Supports automated clearing house (ACH) payments
- Supports printing of 1098-T forms
- Interfaces with Cash Receipts
- Easily upload or interface transactions from other applications to cash receipts or Accounts Receivable

REPORTING

Accounts Receivable includes standard reports and immediate online inquiry to any data in the system. Security-protected reports can be run from the user's networked computer or on the internet from supported web browsers.

Some of the standard reports available include:

- Aging reports summary or detail
- Accounts receivable invoice summary or detail
- Accounts receivable transaction listings

FEATURES

- Offers ability to access, amend, or add customer information "on the fly"
 - Tracks units, quantity, product code, discounts, sales and use tax, and other charges
 - Provides a complete audit trail of all entries
 - Allows users to predefine and apply payment plans to customer accounts as appropriate
 - Supports setting up different billing periods for different classes of customers
 - Accommodates multiple invoice and statement forms and late notices
-



Quote prepared on:
November 29, 2022
Quote prepared by:
Scott Duffy
scott.duffy@centralsquare.com

Quote #: Q-113634
Primary Quoted Solution: NaviLine PA
Quote expires on: January 01, 2023

Quote prepared for:
Sandy Godfrey
Kent County
400 High Street
Chestertown, MD 21620
(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. NaviLine Accounts Receivable-Annual Access Fee	1	4,104.00	4,104.00
Software Total			4,104.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Administration Consulting Services - Fixed Fee	11,700.00
2. Public Administration Project Management Services - Fixed Fee	2,535.00
Services Total	14,235.00 USD



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal
4,104.00 USD

Services Subtotal
14,235.00 USD

Quote Subtotal
18,339.00 USD

Quote Total
18,339.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	4,104.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Kent County

Signature: _____

A handwritten signature in blue ink, appearing to read "Ronald H. Fithian", written over a horizontal line.

Name: _____

Ronald H. Fithian

Date: _____

December 13, 2022

Title: _____

County Commissioner, President

Electronic Payments Providers Comparison

Central Square Payments

<u>Function</u>	<u>Application</u>	<u>One Time Cost</u>	<u>1st year Recurring Maintenance</u>
Credit Card Processor	Central Square Payments (including Paya)		480
Web Enablement	Web Enablement	6,630	1,284
On-Line Misc AR Collections	Click to Gov AR	975	1,464
Sub Total		7,605	3,228
On-Line Tax & Utility information	Click to Gov Tax & CIS	7,410	10,284
Billing and Receivable Software	Accounts Receivable	14,235	4,104
		29,250	17,616

Pricing

Credit & Debit Cards	2.85%
echecks	\$0.95

Paymentus

<u>Function</u>	<u>Application</u>	<u>One Time Cost</u>	<u>1st Year Recurring Maintenance</u>
Credit Card Processor	Paymentus		
Web Enablement	Web Enablement	6,630	1,284
Link Paymentus & Central Square	Fusion		3,500
Sub Total		6,630	4,784
On-Line Tax & Utility information	Click to Gov Tax & CIS	7,410	10,284
Billing and Receivable Software	Accounts Receivable	14,235	4,104
		28,275	19,172

Pricing

Utility Bills	\$4.95 (1.5% w&s, 2.6% sewer, 3.2% vacant)
Tax Bills & Miscellaneous	2.50%
echecks	\$0.50

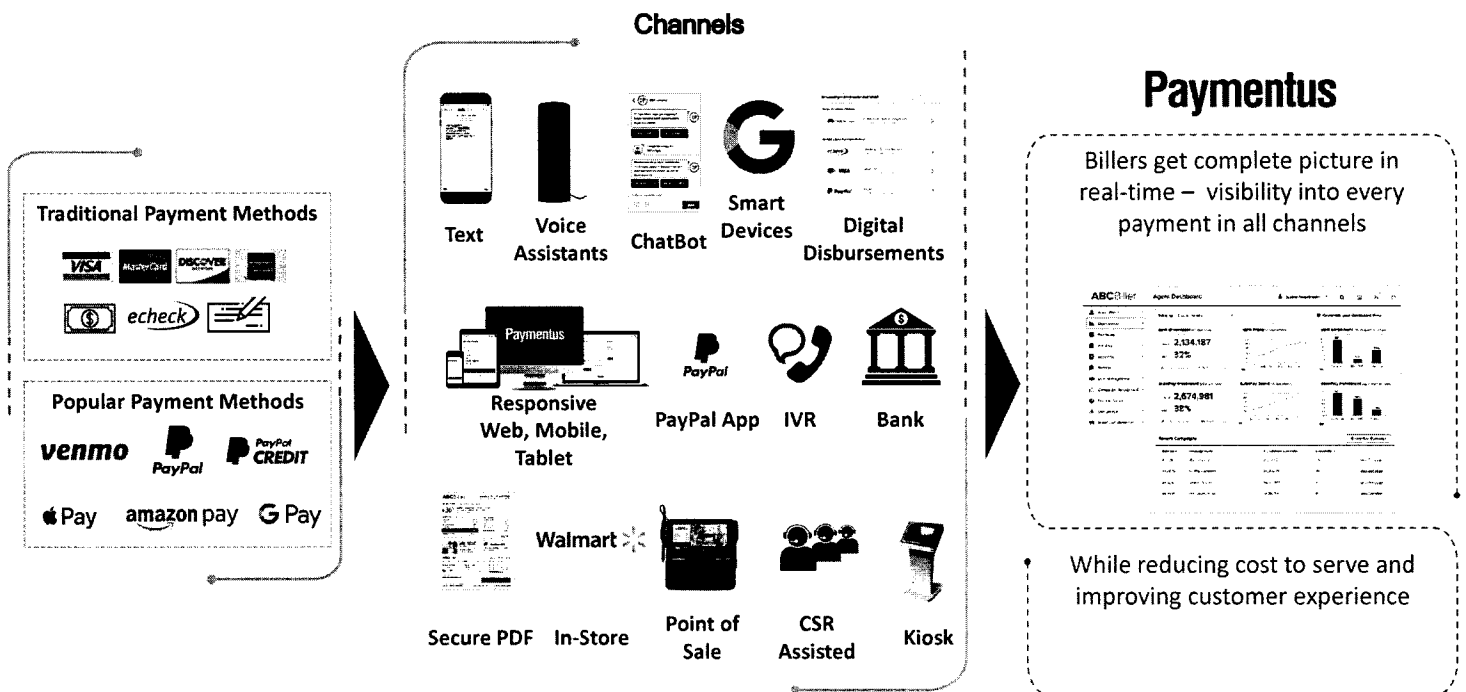
Current Pricing

Debit (minimum \$1.50)	1.5% (\$4.92 w&s, \$2.86 sewer, \$2.34 vacant)
Credit (minimum \$1.50)	2.7% (\$8.86 w&s, \$5.16 sewer, \$4.21 vacant)
echecks	\$1.95

Benefits of Paymentus

- Lowest fees to citizens
- Offer recurring and scheduled payments
- Show tax and utility balances in real time
- Create an account option
- Text messaging – bill payment reminders
- User screens are more customizable
- Offer more channels of payment (chat bots, Walmart, paypal app)
- Experienced provider in the industry

Powering Billers with our Next-Gen Platform





One Time Payment

Account Information

[English](#) [Español](#)



Enter Account Information

Payment Type

☒ Utility Bill

☐ Personal Property Tax

☐ Real Estate

Please enter your 15 digits account number as shown on your bill, without the dashes.

Account Number

Enter your account number, without the dashes.

[Pay Another Account](#)

[Continue](#)

Where is my Account Number ?

Water and Wastewater Service
Bill Date: 03/04/2020

Office of Finance
Billing and Customer Service
P.O. Box 427
Annapolis, MD 21404-0427

John Smith
123 Main Street
Crownsville, MD 21108

Customer Number: 111111

Premise Address: 6080 PADDLE WHEEL CT
Bill Number: 111111

Charge	Period Beg/Ending	Per Last Billing	Per Last Billing	Charged	Unit of Billing	Charge
Electricity	10/31/19	11/31/19		24.47		24.47
WATER	10/31/19	11/31/19	613	11		31.15
WASTEWATER	10/31/19	11/31/19		1		15.00
ACT. MNT. H						15.00
TOTAL						130.39

Pay Another Fee

Pay Bill due (including late charges)
Pay payments

130.39

Telephone Inquiries:
Billing 410-222-1144
Hearing/Deaf/Hard of Hearing 711
Customer Service 410-222-1144

Parcel: 111111-111111-000

LT 14 BK F SC 2
600 VETERANS HWY
CROWNSVILLE

County Cashier's Office Locations
Annapolis Center
44 Calvert Street, Rm 110
Annapolis, MD 21401

Annapolis Center North
101 Crisp Way North
Glen Burnie, MD 21061

Heritage Office Complex
2664 Roe Road, Rm 110
Baltimore, MD 21201

Hours of Operation:
8:00 A.M. - 4:30 P.M. Monday - Friday
To View Pay On-Line:
www.kentcounty.org

Important Notice
Payments must be received by County Cashiers by the due date.
Annapolis County cannot be responsible for delays in this matter.

Your canceled check is your receipt.
A late charge of 10% will be added to your account if payment is not received by 04/06/2020 in the amount of.

Simplify your life?

Register to use the Customer Portal and get access to more information and features than ever before.

- Set-up and manage monthly AutoPay
- Manage and pay multiple accounts

[Signup](#)



Payment Information

Order Information

Billing Information

Confirm Order

Receipt

Village of Lomira - Licenses & Permits

425 Water St
Lomira, WI - 53048
Phone: 920-269-4112

Notice:

PLEASE NOTE

- There is a processing fee for all payments made on this site.
- If your payment is rejected for any reason, your processing fee will not be refunded.

Please follow the steps below to make your payment:

1. Enter your name

First Name *

Last Name *

2. Permit Number / Permit Type

Number / Type *

3. Permit Address

Permit Address *

4. Enter the amount of your payment

Payment Amount: *

5. Payment Method:

Credit Card ▼

Back

Clear

Add

Continue

To pay another permit fee to the same city, click 'Add'

MASTER SERVICES AGREEMENT

Client:	Kent County, MD
Client Address:	400 High St. Chestertown, MD 21620
Contact for Notices to Client:	Pat Merritt
Estimated Number of Yearly Payments:	10,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PAYMENTUS CORPORATION

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS

BY AND BETWEEN PAYMENTUS CORPORATION AND [CLIENT NAME]

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **“Agreement”** or **“Master Agreement”** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **“Average Bill Amount”** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **“Effective Date”** is the date the last Party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **“Excess Payment Amount”** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **“Fee Assumptions”** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **“Initial Setup”** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **“IPN”** or **“Instant Payment Network”** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **“Launch Date”** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **“Non-Qualified Transaction”** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **“Payment”** means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.
- 1.11 **“Payment Amount”** means the amount of a Payment.
- 1.12 **“Paymentus Authorized Processor”** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **“Paymentus Fee”** is defined in Section 3.2.
- 1.14 **“Platform”** is defined in Section 2.1.
- 1.15 **“Reversed or Chargeback Transactions”** means cancelled transactions due to User error, a User’s challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **“Services”** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **“User”** means a user of Client’s services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each Party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified Party will give the indemnifying Party prompt written notice of any claim for which indemnification is sought. The indemnifying Party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified Party, or adversely affects the indemnified Party shall require the indemnified Party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other Party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform

and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other Party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any Party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other Party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	See details below	☐
☒	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	See details below	☐
Qualified Credit Cards, Debit Cards, Digital Wallets for Utility Bills (Visa, Mastercard, Discover, American Express, PayPal, Venmo, Amazon Pay, Google Pay and Apple Pay)			\$4.95 per transaction for Credit Cards including Visa, MasterCard, Discover Cards, Debit Cards with Visa and MasterCard logos; eChecks		
In-person Payments Walmart and Retail Outlets Customer paid fee - NO cost to the County			\$2.00 per transaction		
Qualified Credit Cards, Debit Cards, Digital Wallets for Tax and Other Misc Government Billing (Visa, Mastercard, Discover, American Express, PayPal, Venmo, Amazon Pay, Google Pay and Apple Pay)			2.5% of the Bill amount for Credit Cards including Visa, MasterCard, Discover Cards. \$0.50 eChecks		

- Chargebacks and returned checks will be billed at \$9.95 each.
- Outbound notifications include 3000 phone, email and text notifications per month; additional usage is invoiced at \$0.20 per message.
- POS and Kiosk pricing available upon request.
- CS Fusion module \$3,500.00 annual charge (from CentralSquare), no other costs from Paymentus.

Note: Average Bill Amount: \$180.00 for Utility Bills, Maximum Amount per Payment is \$600.00 Multiple payments may be made. \$2,887.00 for Property Tax Bills with a Maximum payment of \$25,000.00, multiple payments can be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

Schedule B – Client Payment Data

Tax Bills – 12,143 Accounts as provided by Kent County

Utility Bills – 9,000 accounts billed quarterly as provided by Kent Count



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-118688

Primary Quoted Solution: NaviLine PA

Quote expires on: February 20, 2023

Quote prepared for:

Pat Merritt

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	NaviLine Click2Gov Tax Billing & Collections Annual Access Fee	1	3,000.00	3,000.00
2.	NaviLine Click2Gov3 Core Annual Access Fee	1	5,244.00	5,244.00
3.	NaviLine Click2Gov3 Customer Information System Annual Access Fee	1	2,040.00	2,040.00
			Software Total	10,284.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	1,170.00
2.	Public Administration Technical Services - Fixed Fee	4,680.00
3.	Public Administration Training Services - Fixed Fee	1,560.00
		Services Total
		7,410.00 USD



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal

10,284.00 USD

Services Subtotal

7,410.00 USD

Quote Subtotal

17,694.00 USD

Quote Total

17,694.00 USD

WHAT ARE THE RECURRING FEES?

TYPE

AMOUNT

FIRST YEAR MAINTENANCE TOTAL

0.00

FIRST YEAR SUBSCRIPTION TOTAL

7,284.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Kent County

Signature:

Name:

Date:

Title:



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-119731

Primary Quoted Solution: NaviLine PA

Quote expires on: March 02, 2023

Quote prepared for:

Pat Merritt

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	NaviLine Web Enablement Annual Access Fee	1	1,284.00	1,284.00
			Software Total	1,284.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - Fixed Fee	1,170.00
2.	Public Administration Technical Services - Fixed Fee	5,460.00
Services Total		6,630.00 USD



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal

1,284.00 USD

Services Subtotal

6,630.00 USD

Quote Subtotal

7,914.00 USD

Quote Total

7,914.00 USD

WHAT ARE THE RECURRING FEES?

TYPE

AMOUNT

FIRST YEAR MAINTENANCE TOTAL

0.00

FIRST YEAR SUBSCRIPTION TOTAL

1,284.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://centralsquare.com)



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

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For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

December 04, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Kent County

Signature: _____

Name: _____

Date: _____

Title: _____



Accounts Receivable

Accounts Receivable is designed to manage a wide variety of customers and charges. Powerful features include classification of customers, classification of charges, streamlined cashing, and easy access to payment status or history.

INTEGRATION

- Posts to the General Ledger in summary or detail
- Interfaces to Accounts Payable for activities such as travel advances
- Supports automated clearing house (ACH) payments
- Supports printing of 1098-T forms
- Interfaces with Cash Receipts
- Easily upload or interface transactions from other applications to cash receipts or Accounts Receivable

REPORTING

Accounts Receivable includes standard reports and immediate online inquiry to any data in the system. Security-protected reports can be run from the user's networked computer or on the internet from supported web browsers.

Some of the standard reports available include:

- Aging reports summary or detail
- Accounts receivable invoice summary or detail
- Accounts receivable transaction listings

FEATURES

- Offers ability to access, amend, or add customer information "on the fly"
- Tracks units, quantity, product code, discounts, sales and use tax, and other charges
- Provides a complete audit trail of all entries
- Allows users to predefine and apply payment plans to customer accounts as appropriate
- Supports setting up different billing periods for different classes of customers
- Accommodates multiple invoice and statement forms and late notices

Revised



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

Quote #: Q-113634

Primary Quoted Solution: NaviLine PA

Quote expires on: January 01, 2023

Quote prepared for:

Sandy Godfrey

Kent County

400 High Street

Chestertown, MD 21620

(410) 778-5315

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	NaviLine Accounts Receivable-Annual Access Fee	1	4,104.00	4,104.00
			Software Total	4,104.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - Fixed Fee	11,700.00
2.	Public Administration Project Management Services - Fixed Fee	2,535.00
Services Total		14,235.00 USD



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

QUOTE SUMMARY

Software Subtotal

4,104.00 USD

Services Subtotal

14,235.00 USD

Quote Subtotal

18,339.00 USD

Quote Total

18,339.00 USD

WHAT ARE THE RECURRING FEES?

TYPE

AMOUNT

FIRST YEAR MAINTENANCE TOTAL

0.00

FIRST YEAR SUBSCRIPTION TOTAL

4,104.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

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PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

November 29, 2022

Quote prepared by:

Scott Duffy

scott.duffy@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

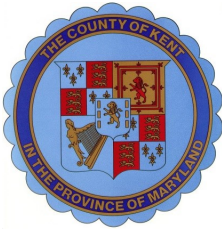
Kent County

Signature:

Name:

Date:

Title:



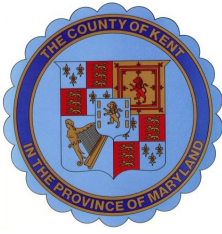
Bulk Gasoline Delivery 12/13/2022 County Commissioners Meeting

Item Summary:

Bulk Delivery of Gasoline for Emergency Response Vehicles

ATTACHMENTS:

Description



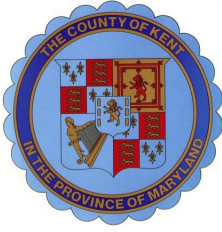
Mike Moulds, Director, Public Works
12/13/2022
County Commissioners Meeting

Item Summary:

Water and Wastewater Division, Worton Lagoon Sludge Removal Contract

ATTACHMENTS:

Description



American Rescue Plan Act (ARPA) Funds Spend Plan 12/13/2022 County Commissioners Meeting

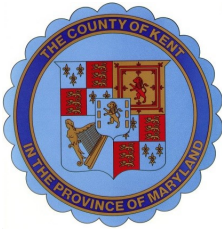
ATTACHMENTS:

Description

12-6-2022 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
12/6/2022**

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	
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	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
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		652,897			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		15,000			
Worton WWTP Lagoon Sludge Removal Contract		1,400,500			
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
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	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,901,408</u>		<u>\$ 1,523,011</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (134,631)</u>		<u>\$ 2,243,766</u>	



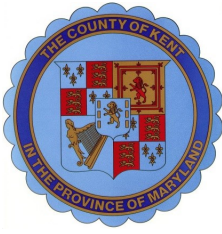
**Muriel Cole, Co-Chair, Commission on Aging
12/13/2022
County Commissioners Meeting**

Item Summary:

Commission on Aging Member Appointments

ATTACHMENTS:

Description



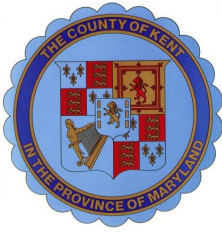
Jillyn Coleman, Director, Parks and Recreation
12/13/2022
County Commissioners Meeting

Item Summary:

Parks and Recreation Advisory Board

ATTACHMENTS:

Description



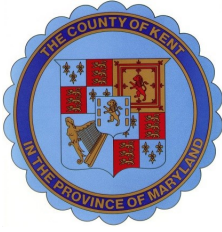
Jillyn Coleman, Director, Parks and Recreation
12/13/2022
County Commissioners Meeting

Item Summary:

Parks and Recreation Advisory Board

ATTACHMENTS:

Description



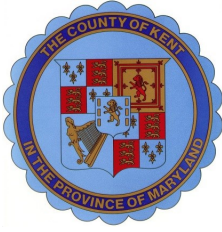
**Lucie Hughes, Director of Communications, Choptank Community
Health
12/13/2022
County Commissioners Meeting**

Item Summary:

Letter of Support Request

ATTACHMENTS:

Description



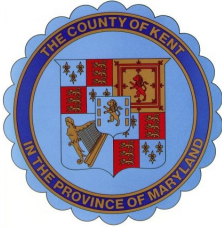
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
12/13/2022
County Commissioners Meeting

Item Summary:

Warning Letter Issued

ATTACHMENTS:

Description



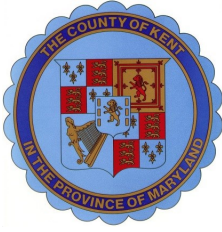
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
12/13/2022
County Commissioners Meeting

Item Summary:

Warning Letter Issued

ATTACHMENTS:

Description



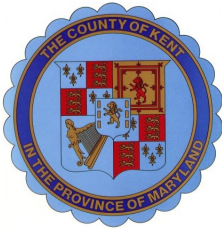
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
12/13/2022
County Commissioners Meeting

Item Summary:

Administrative Hearing Notice

ATTACHMENTS:

Description



Procedures For Public Comment 12/13/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

12.13.22 Public Comments Sign In Sheet

Press and Public Comments

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

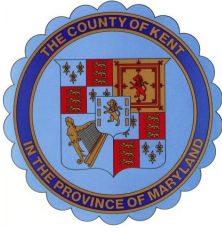
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
December 13 , 2022**

NAME (please print)	ADDRESS	TOPIC
James Saundev	26690 Bigwoods	



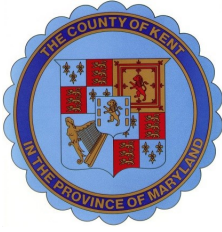
Contingency and Use of Fund Balance Report 12/13/2022 County Commissioners Meeting

ATTACHMENTS:

Description

12-6-2022 Commissioner Report Contingency

[illegible]



Wayne Darrell, Director, Emergency Services
12/13/2022
County Commissioners Meeting

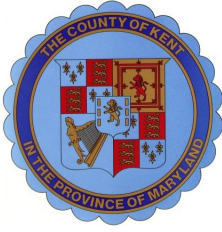
Item Summary:

Personnel and Public Safety

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

ATTACHMENTS:

Description



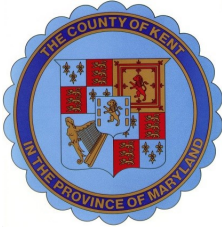
Bill Mackey, Director, Planning, Housing and Zoning
12/13/2022
County Commissioners Meeting

Item Summary:

Appointments

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1)

To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.



Shelley Heller, County Administrator
12/13/2022
County Commissioners Meeting

Item Summary:

Personnel

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

ATTACHMENTS:

Description