

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

**November 30, 2021**

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

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 201 330 91#

Public Notices

Alcoholic Beverage License Hearing

The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen

Consent Items

#1 - Regular Session Minutes, November 16, 2021

#2 - Liquor Minutes, November 16, 2021

#3 - Tolchester Community Association, Inc, Raffle Only, December 4, 2021

Special Class C Licenses

Sultana Education Foundation, Beer and Wine, December 3, 2021

Main Street Historic Chestertown, Beer, Wine, and Liquor, December 3-5, 2021

Main Street Historic Chestertown, Beer and Wine, December 3-5, 2021

Tolchester Community Association, Inc., Beer, Wine, and Liquor, December 4, 2021

Recognition

Brenda Brown, 911 Supervisor, and Nevin Steffy, 911 Specialist, Office of Emergency Services

Certificates of Recognition

Appointments

Joshua Thompson, Ag and Restoration Specialist, and Zack Kelleher, Sassafras Riverkeeper, ShoreRivers

Land at Turners Creek

American Rescue Plan Act Funds

Emily McCoy, Administrative Program Manager, Kent County Health Department

Track One Recovery Grant

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning

Maryland Community Development Block Grant Subrecipient Agreement

Patricia Merritt, Chief Finance Officer, Office of Finance

eCheck Authorization

Jamie Williams, Director, Economic and Tourism Development

Additional Online Sales and Telework Grant Approvals

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

FY2022 Community Partnership Agreement

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Trojan Influence After School Program

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Request to Contract with Queen Anne's County Health Department

#### Human Resources Director

Parks and Recreation

Full-Time Facility Monitor Vacancy

Public Works - Environmental Operations

Part-Time Recycling Attendant Position

#### Public Works Director

Roads Division

Chip Seal Patching and Paving Services

Water and Wastewater Division

Water and Wastewater Treatment Chemical Supply Bid Award

Comprehensive Water and Sewerage Plan Amendment - Bayshore Campground

Public Hearing Request

Comprehensive Water and Sewerage Plan Amendment - Ina Reed

Public Hearing Request

#### County Administrator

Shelley L. Heller, County Administrator and Marty Hale, Director, Human Resources

Vaccination Mandate Policy

2022 Meeting Calendar

Discussion

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 201 330 91#

Procedures for Public Comment

#### For Your Information

Cindy Stone, Director, Community Development Programs

Release of Maryland Community Development Block Grant Funds

Lisa Mazingo, Director, Kent Family Center

Thank You Letter

Andre Fountain, Senior Specialist, Government and Community Affairs, Comcast

Comcast Price Changes

#### Contingency Fund



## Contingency and Use of Fund Balance Report

### Closed Session

Thomas N. Yeager, County Attorney

Legal Advice / Potential Litigation

#### STATUTORY AUTHORITY TO CLOSE SESSION

General Provisions Art. § 3-305(b) (7) To consult with counsel to obtain legal advice and  
(8) To consult with staff, consultants, or other individuals about pending or potential  
litigation

Scott Boone, Director, Information Technology

Broadband Opportunities

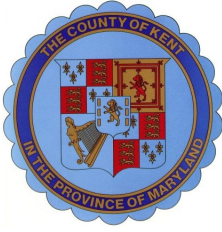
Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a  
matter that concerns the proposal for a business or industrial organization to locate, expand,  
or remain in the State

Marty Hale, Director, Human Resources

Personnel

STATUTORY AUTHORITY TO CLOSE SESSION, 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.)



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## **Alcoholic Beverage License Hearing 11/30/2021 County Commissioners Meeting**

### **Item Summary:**

The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen

### **ATTACHMENTS:**

#### **Description**

11.30.21 Modern Stone Age Kitchen Hearing Notice

# The Board of License Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

R. Clayton Mitchell, Jr.  
Kent County Government Center  
400 High Street  
Chestertown, Maryland 21620  
TELEPHONE Cell: 443-282-5785

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

BRANDON MCFAYDEN  
INSPECTOR

## NOTICE

Application has been made by members: Christina J. Schindler, Jane A. Nightingale, and J. Stephen McAuliffe III, representing The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen for a Class B, Beer, Wine, and Liquor License with Corking Privilege and Extended Privilege on the premises known as:

Modern Stone Age Kitchen  
236 Cannon Street  
Chestertown, MD 21620

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on December 14, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

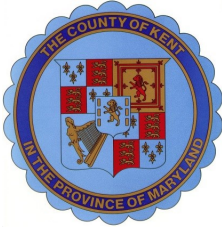
THE BOARD OF LICENSE COMMISSIONERS  
FOR KENT COUNTY, MARYLAND



Sondra M. Blackiston  
Clerk

PUBLISH KCN 12/02/21, 12/09/21



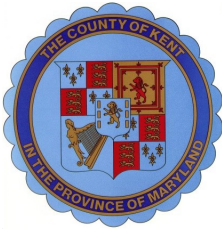


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**#1 - Regular Session Minutes, November 16, 2021  
11/30/2021  
County Commissioners Meeting**

**ATTACHMENTS:**

Description

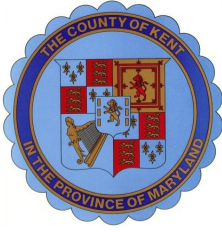


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**#2 - Liquor Minutes, November 16, 2021  
11/30/2021  
County Commissioners Meeting**

**ATTACHMENTS:**

Description



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**#3 - Tolchester Community Association, Inc, Raffle Only, December 4,  
2021  
11/30/2021  
County Commissioners Meeting**

ATTACHMENTS:

Description

23-2021 Tolchester Community Association, Inc.

Permit#

23-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Name of Organization: Tolchester Community Association, Inc.

Address of Organization: P.O. Box 35 Rock Hall MD 21661

Telephone: (410) 778 0250

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

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

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

Tax Exempt Number: \_\_\_\_\_

Name, address and telephone number of person responsible for complying with permit regulations and requirements: Anna Ruth Tubman

9028 Point Lane

Chester town MD 21620

(410) 778 0250

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

Location address of fund-raising affair: Tolchester Community Association, Inc.  
Community Center

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

Date(s) of fund-raising: 12-4-21

Date and Time of Drawing: 6:00 pm Begin at: 6:00 End at: 9:00

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

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

Signature of person completing this application: Anna Ruth Tubman

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

- |                                             |                                               |                                        |
|---------------------------------------------|-----------------------------------------------|----------------------------------------|
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Chance books         | <input type="checkbox"/> Paddle Wheels |
| <input type="checkbox"/> Wheels of fortune  | <input type="checkbox"/> Card games           | <input type="checkbox"/> Lotteries     |
|                                             | <input type="checkbox"/> Other gaming devices |                                        |

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

If no, please explain circumstances:

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

Is the organization a religious organization? Yes ☒ No

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

Where are services conducted and how often? 

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

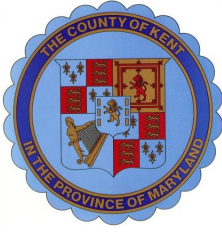
100 % Civic      \_\_\_\_\_ % Charitable      \_\_\_\_\_ % Educational

Name, address and telephone of person completing application:

Anna Ruth Tubman  
9028 Point Lane Chestertown MD 21620  
(410) 778-0250

Signature of person completing application: Anna Ruth Tubman





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**Sultana Education Foundation, Beer and Wine, December 3, 2021  
11/30/2021  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

4741 Sultana Education Foundation, Application

4741

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross St. Chestertown, MD 21620

Type of Function 1st Friday

Location of Function 200 S. Cross St. Chestertown, MD 21620

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Dec 3, 2021.  
Begin at: 5 End at: 8 and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)  
in payment for the license.

**Please Select One:**

☒ **Pick Up**

☐ **Mail Permit (will be mailed to above address)**

County Commissioners

Office

Date 11-19-21 LC

9. Applicants

(1) Elizabeth Schmeltz 7101 Pomona Rd. Chestertown  
Name Residence  
22 yrs. Dir Public Prog. 410/778-5954 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

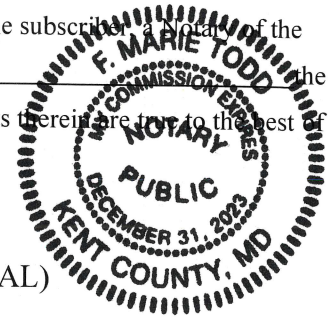
STATE OF MARYLAND

This certifies, that on the 19th day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth Schmeltz the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)



(2) Madison Beres 516 High St. Chestertown  
Name Residence  
25 years Dir. Development 410-778-5954 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

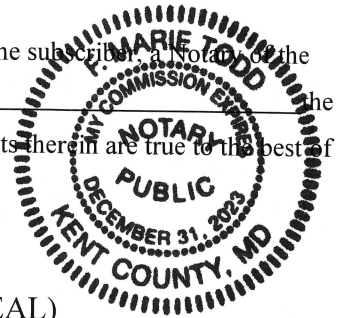
STATE OF MARYLAND

This certifies, that on the 19th day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Madison Beres the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)



(3) CHRIS CERINO 104 E Campus Ave, Chestertown, MD 21620  
Name Residence  
30 years Vice President 443-480-5713 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

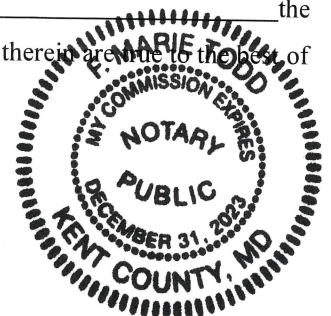
STATE OF MARYLAND

This certifies, that on the 19th day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Chris Cerino the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)





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

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



Signature (s)

CHRIS M. CERINO

Print Name

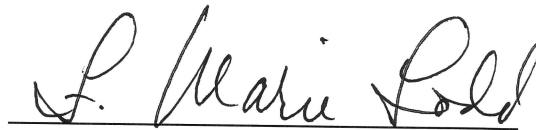
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 19th day of November, 2021,

before the subscriber, a Notary of the State of Maryland, personally appeared \_\_\_\_\_

Chris M. Cerino and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



(SEAL)



# The Board of License Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

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

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

BRANDON MCFAYDEN  
INSPECTOR

## SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

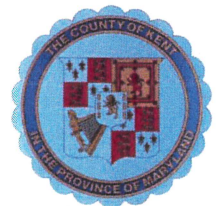
In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic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

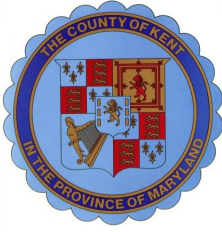
1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance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

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

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

Name of organization, club, etc. Sultana Education Foundation  
Address 200 S. Cross St. Chestertown, MD 21620  
Name Liza Brocker Phone # 410/778-5954  
(Please Print)  
[Signature] Date 11/18/21  
(Signature)





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**Main Street Historic Chestertown, Beer, Wine, and Liquor, December 3-5, 2021**  
**11/30/2021**  
**County Commissioners Meeting**

ATTACHMENTS:

Description

4740 Main Street Historic Chestertown, Application

4740

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

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

**Check One:** Beer (☐) Beer and Wine (☐) Beer, Wine, and Liquor (☒)

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

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

Main Street Chestertown

Address P.O. Box 427 Chestertown, MD 21620

Type of Function Dickens Christmas festival

Location of Function 200 Block High Street  
~~236 Cannon Street~~ Chestertown, MD

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 12/3 - 12/5.  
Begin at: 5pm 12/3 End at: 9pm 12/5 and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$ 75) in payment for the license.

**Please Select One:**

☒ Pick Up

☐ Mail Permit (will be mailed to above address)



9. Applicants

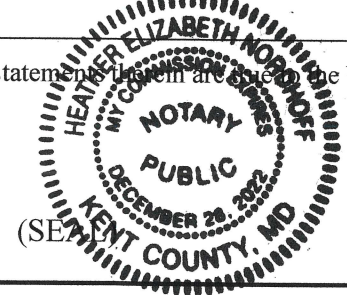
(1) Nerina Fleegle 8853 Fairlee Rd Chesterfown, MD 21620  
Name Residence  
9 years Exec. Director 410-778-2991 N. Fleegle  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff



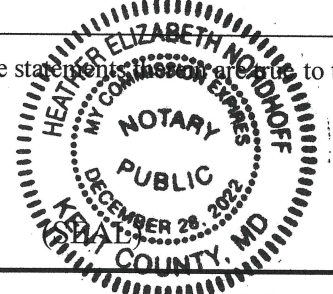
(2) Sara Liddy Campbell 11645 Still Pond Rd. Worton MD 21678  
Name Residence  
37+ years Event Chair 410 708 8433 S2CVmk  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Sara Campbell the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff



(3) Kristen W. Owen 8875 Center Lane, Chestertown MD 21620  
Name Residence  
15 years Vice President 410-708-6100 KristenW  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen Owen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff





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

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

W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

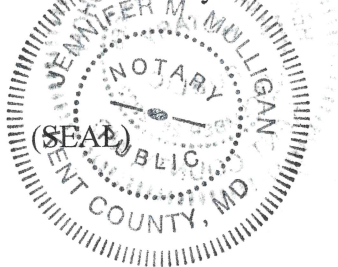
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 15th day of November, 2021,

before the subscriber, a Notary of the State of Maryland, personally appeared \_\_\_\_\_

W. S. Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Jennifer M. Mulligan  
my commission expires 4/7/2023

Annotated Code of Maryland, ALCOHOLIC BEVERAGES  
Current through 2020 Regular Session

# The Board of License Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

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

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

BRANDON MCFAYDEN  
INSPECTOR

## **SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

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

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

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

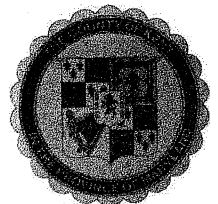
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

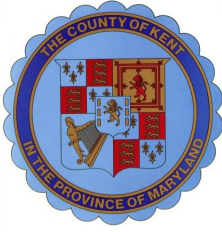
Name of organization, club, etc. Main Street Chestertown

Address P.O. Box 427 Chestertown, MD 21620

Name Nina Fleagle Phone # 410-778-2991  
(Please Print)

N. Fleagle Date 11/4/21  
(Signature)





---

**Main Street Historic Chestertown, Beer and Wine, December 3-5, 2021  
11/30/2021  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

4742 Main Street Historic Chestertown, Application

4742

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

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

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

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

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

Main Street Historic Chestertown, Inc

Address PO Box 427 Chestertown, MD 21620

Type of Function Dickens Christmas Festival Dinner

Location of Function 236 Cannon Street Chestertown, MD 21620

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 12/3/21-12/5/21  
Begin at: 5pm<sup>12/3</sup> End at: 10pm<sup>12/5</sup> and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 45)  
in payment for the license.

Please Select One:

(X) Pick Up

( ) Mail Permit (will be mailed to above address)

County Commissioners  
Office

Date 11-19-21 LC



9. Applicants

① Nerina Fleegle 8853 Fairlee Rd Chestertown, MD 21620  
Name Residence  
9 years Exec. Director 7035990046 N. Fleegle  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

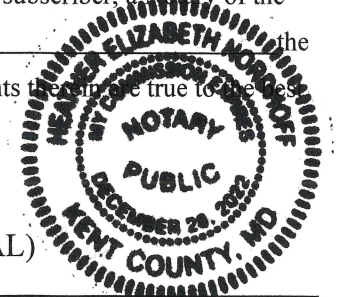
STATE OF MARYLAND

This certifies, that on the 19<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff

(SEAL)



② Ellen Hurst 101 N. Queen St, Chestertown  
Name Residence  
16 years Member 301-642-5284 Ellen D. Hurst  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

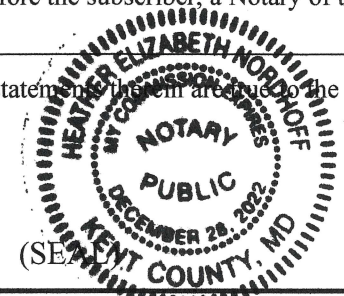
STATE OF MARYLAND

This certifies, that on the 19<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Ellen Hurst the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff

(SEAL)



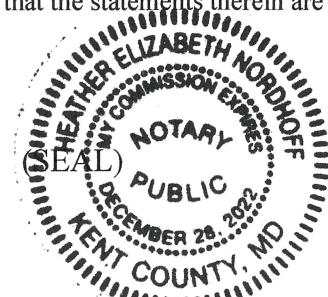
③ Kristen W. Owen 8875 Canterbury Chestertown, MD 21620  
Name Residence  
15 years VP 410-708-6110 Kristen W. Owen  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 19<sup>th</sup> day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen W. Owen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schoff





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

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

Wendy H Culp Signature (s)

WENDY H. CULP Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 19<sup>th</sup> day of November, 2021,  
before the subscriber, a Notary of the State of Maryland, personally appeared Wendy  
H. Culp and acknowledged the execution of the foregoing  
statement to be a true act.

WITNESS my hand and official seal.

Thoff



# The Board of License Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

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

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

BRANDON MCFAYDEN  
INSPECTOR

## **SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

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

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

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

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

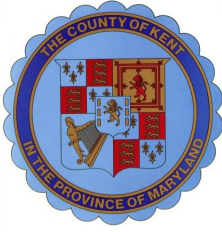
Name of organization, club, etc. Main Street Chestertown

Address PO Box 427 Chestertown, MD 21620

Name Nina Fleegle Phone # 410-778-2991  
(Please Print)

N. Fleegle Date 11/17/21  
(Signature)





---

**Tolchester Community Association, Inc., Beer, Wine, and Liquor,  
December 4, 2021**

**11/30/2021**

**County Commissioners Meeting**

ATTACHMENTS:

Description

4743 Tolchester Community Association, Inc., Application

4743

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

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

Check One: ☐ Beer ☐ Beer and Wine ☒ Beer, Wine, and Liquor

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

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

Tolchester Community Association, Inc.

Address PO Box 35 Rock Hall MD 21661

Type of Function Christmas Party

Location of Function Community Center

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 12-4-21  
Begin at: 6:00 End at: 9:00pm and the applicant tenders herewith the sum of (\$25 Per Diem) (\$25.00)  
in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)



9. Applicants

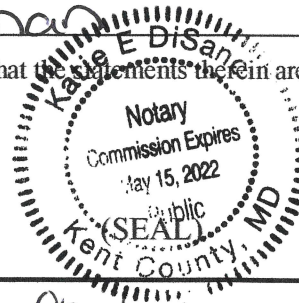
① Anna Ruth Tubman 9028 Point Lane Chestertown MD 21620  
Name Residence  
60 yrs President 410 778 0250 Anna Ruth Tubman  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22 day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E DiSano



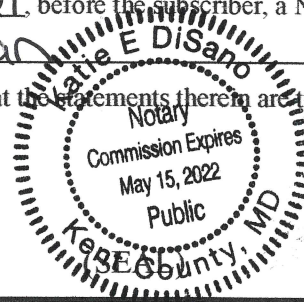
② Dr. Wm W. Tubman Jr 9028 Point Lane Chestertown MD 21620  
Name Residence  
40 yrs Member 410 778 0250 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22 day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Dr. Wm W. Tubman Jr the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E DiSano



③ PETER H. NELSON 8901 So. Bayview Rd Chestertown  
Name Residence  
16 YEARS Tolchester Board 410 778 1356 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22 day of November, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Peter H Nelson the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E DiSano





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

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

Anna Ruth Tubman Signature (s)

Anna Ruth Tubman Print Name

STATE OF MARYLAND, Maryland:

THIS CERTIFIES, that on the 22 day of November, 2021  
before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth  
Tubman and acknowledged the execution of the foregoing  
statement to be a true act.

WITNESS my hand and official seal.

Katie E DiSano

(SEAL)



# The Board of License Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

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

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

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COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

BRANDON MCFAYDEN  
INSPECTOR

## **SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

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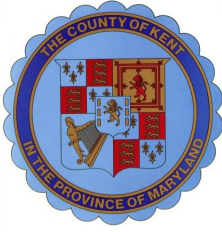
Name of organization, club, etc. Tolchester Community Association, Inc.

Address P.O. Box 35 Rock Hall MD 21661

Name Anna Ruth Tubman Phone # 410-778-0250  
(Please Print)

Anna Ruth Tubman Date 11-22-21  
(Signature)





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**Brenda Brown, 911 Supervisor, and Nevin Steffy, 911 Specialist, Office  
of Emergency Services  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Certificates of Recognition

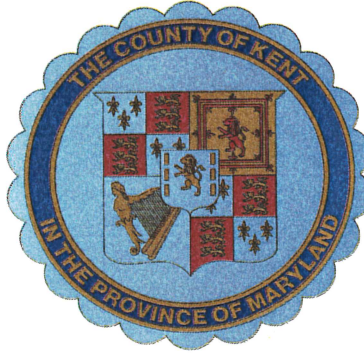
**ATTACHMENTS:**

**Description**

11.30.21 Brenda Brown, 911 Supervisor, Certificate of Appreciation

11.30.21 Nevin Steffy, 911 Specialist II, Certificate of Appreciation

08.11.21 Scott Roper, Maryland 911 Board, 911 Specialist of the Year



# *Certificate of Appreciation*

This is to certify that

***Brenda Brown, 911 Supervisor***

is hereby recognized

for her professionalism and dedication, during a complex incident that occurred on May 6, 2021. Supervisor Brown handled all telephone communications during this incident, managing the flow of information between all law enforcement agencies involved. Supervisor Brown was able to visualize the geography of the county and share that with mutual aid law enforcement agencies which certainly promoted the safe, efficient, and effective management of the incident. Supervisor Brown has been employed with the Kent County Office of Emergency Services for more than 20 years. Her knowledge and experience have been a major asset to the County. We, the County Commissioners of Kent County, Maryland, thank you for your efforts, continued devotion, and dedication, to Kent County and the community.

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

*P. Thomas Mason*

P. Thomas Mason, President

*Ronnie Fithian*

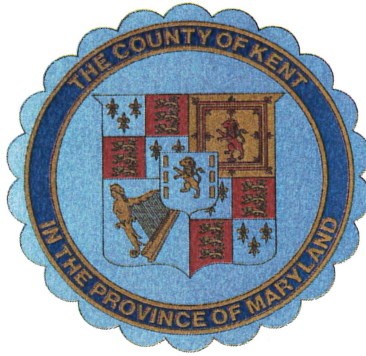
Ronald H. Fithian, Member

*Robert N. Jacob, Jr.*

Robert N. Jacob, Jr., Member

November 30, 2021





## *Certificate of Appreciation*

This is to certify that

***Nevin Steffy, 911 Specialist II***

is hereby recognized

for his professionalism and dedication, during a complex incident that occurred on May 6, 2021. Specialist Steffy handled all radio communications during the incident. At the height of the operation, Specialist Steffy was handling five radio channels, comprising the communication networks of two states and four counties. Specialist Steffy has worked for the Delaware State Police (New Castle County) for more than 30 years, retiring in April 2018, beginning his second career with Kent County Office of Emergency Services. Specialist Steffy's familiarity with Delaware law enforcement and their personnel, along with his ability to visualize the geography, not only in our county, but also in Delaware, certainly contributed to an effective law enforcement response. We, the County Commissioners of Kent County, Maryland, thank you for your efforts, continued devotion, and dedication, to Kent County and the community.

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

*P. Thomas Mason*

P. Thomas Mason, President

*Ronnie Fithian*

Ronald H. Fithian, Member

*Robert N. Jacob, Jr.*

Robert N. Jacob, Jr., Member

November 30, 2021

# Kent County Office of Emergency Services

WAYNE DARRELL  
DIRECTOR  
410-778-7458



JAMES RUSSUM  
CHIEF OF COMMUNICATIONS  
410-778-3758

August 11, 2021

Scott Roper  
Maryland 9-1-1 Board  
6776 Reisterstown Road, Suite 207  
Baltimore, Maryland 21215

RE: 9-1-1 Specialist of the Year

Dear Mr. Roper,

At approximately 6 pm on Thursday, May 6, 2021, 9-1-1 Supervisor Brenda Brown and 9-1-1 Specialist II Nevin Steffy arrived for their scheduled nightshift. The handover process, as usual, was seamless. The outgoing dayshift passed relevant and pertinent information regarding that day's dispatch center activity, and incidents then in-progress. Supervisor Brown and Specialist Steffy then settled in for what they'd hoped, at the time, would be a relatively calm shift.

During the shift-handover, Brenda and Nevin were briefed about a Delaware law enforcement incident. A shooting had occurred that morning in Dover, Delaware, and there was a BOLO (Be-on-Look-Out) out for the suspects and their vehicle. The search for the suspects eventually was destined to ramp up in / near our county, along the boundary with Delaware. This boundary is somewhat unusual. Three counties and two states share their boundaries in our area of responsibility.

Going forward, the suspects were last seen in the northern part of Kent County, Maryland, near the state line. The search intensified, with law enforcement resources concentrating in that area, on both sides of the state line, in all three counties. As the suspects had been observed in Kent County, Maryland, we took the lead in coordinating the search, the management of which proved challenging. Participating law enforcement resources included agencies from Kent County, Maryland, Cecil County, Maryland, New Castle County, Delaware, and officers with the Dover (Delaware) Police Department.

During this complex incident, Supervisor Brown handled the telephone communications, managing the flow of information between all the law enforcement agencies involved. Specialist Steffy worked radio communications. At the height of the operation, Specialist Steffy was handling five radio channels, comprising the communication networks of two states and four counties. These channels had all been patched together into our radio system. It is operations like this, where the interoperability feature, a capability which national public safety and law enforcement has worked towards since 9/11, proved its value.

Despite what some might think, the existence of a major incident does not prevent other emergencies and law enforcement activities in any county so affected. In addition to the primary incident, these activities must be managed as well. Working together, Brown and Steffy did yeoman work, working to contain all the moving parts countywide into one cohesive communications operation. Only those that

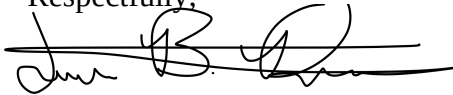
have worked in the Public Safety Communications environment truly understand and relate to the pressures and confusion that accompany incidents like this.

9-1-1 Supervisor Brenda Brown has been employed with the Kent County Office of Emergency Services for more than 20 years. Her knowledge and experience have been a major asset to the county. Her ability to visualize the geography of the county and share that with mutual aid law enforcement agencies certainly promoted the safe, efficient, and effective management of the incident.

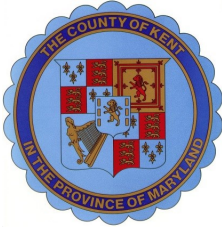
9-1-1 Specialist Nevin Steffy worked for the Delaware State Police (New Castle County – RECOM) for more than 30 years, retiring in April of 2018. He then transitioned here, where he began a second career with the Kent County Office of Emergency Services. Nevin's familiarity with Delaware law enforcement and their personnel, along with his ability to also visualize the geography, not only in our county, but also in Delaware, certainly contributed to an effective law enforcement response.

I take this opportunity to nominate 9-1-1 Supervisor Brenda Brown, and 9-1-1 Specialist Nevin Steffy for 2021 "9-1-1 Specialist of the Year".

Respectfully,

A handwritten signature in black ink, appearing to read "James B. Russum", written over a horizontal line.

James B. Russum  
Chief of Communications  
Kent County Office of Emergency Services



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**Joshua Thompson, Ag and Restoration Specialist, and Zack Kelleher,  
Sassafras Riverkeeper, ShoreRivers  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Land at Turners Creek

**ATTACHMENTS:**

**Description**

Turners Creek

ShoreRivers, Turners Creek

Turners Creek Buffers

11.30.21 Gabe Cohee, Maryland Department of Natural Resources, Chesapeake and Coastal Services,  
Stream Restoration and Floodplain Reconnection at Turner's Creek



# Turner's Creek Property Stream Restoration Site

Legend

DNR owned property

Turners-Creek-Rd

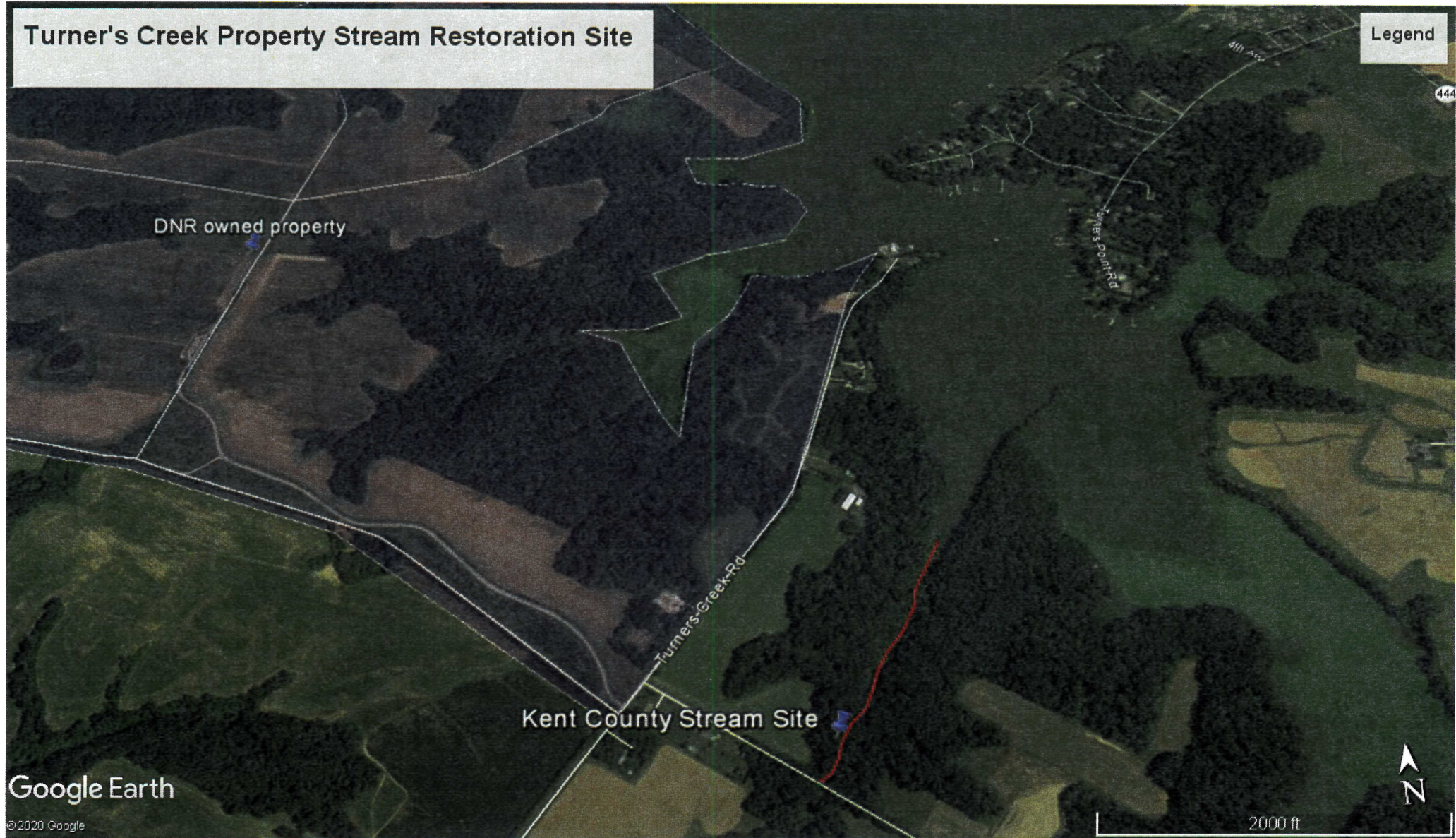
Kent County Stream Site

Google Earth

©2020 Google

2000 ft

N





**BEST MANAGEMENT PRACTICES FOR WORKING IN NONTIDAL WETLANDS, WETLAND BUFFERS, WATERWAYS, AND 100-YEAR FLOODPLAINS**

- No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If waste material is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- Place heavy equipment on mats suitably operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- Recreate any nontidal wetlands, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Sorghum sp.*), Barley (*Hordeum sp.*), Oats (*Avena sp.*), and/or Rye (*Lolium sp.*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division, Kentucky 31 focus shall not be utilized in wetland or buffer areas. The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:

**Use 1 waters: In-stream work shall not be conducted during the period March 1 through June 15 inclusive, during any year.**

- Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.
- A dewatering pump will be utilized in conjunction with a dirt bag (see detail sheet) to remove standing water in the project area during construction. The dirt bag will be placed in a vegetated area a sufficient distance from subject reach so that any sediment leaving the dirt bag has time/distance to settle out before reaching the waterway.

**SEDIMENT CONTROL NOTES**

- Refer to "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control" for standard details and detailed specifications of each practice specified herein.
- With the approval of the sediment control inspector, minor field adjustments can be made to insure the control of any sediment. Changes in sediment control practices require prior approval of the sediment control inspector and the Kent County Soil and Water Conservation District.
- At the end of each working day, all sediment control practices will be inspected and left in operational condition.
- Following initial soil disturbance or redistribution, permanent or temporary stabilization shall be completed within:
  - Three calendar days for the surface of all perimeter controls, dikes, swales, ditches, perimeter slopes, and all slopes greater than three horizontal to one vertical (3:1), and
  - Seven days as to all other disturbed or graded areas on the project site which will remain idle over fourteen days.
- Any change to the grading proposed on this plan requires resubmission to Kent County Soil and Water Conservation District for approval.
- Dust control will be provided for all disturbed areas. Refer to "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control", pp. H-30-1, for acceptable methods and specifications for dust control.
- Any variations from the sequence of construction stated on this plan require the approval of the sediment control inspector and the Kent County Soil and Water Conservation District prior to the initiation of the change.
- Excess cut or borrow material shall go to, or come from, respectively, a site with an open grading permit or approved agricultural ground.
- The following item may be used as applicable: refer to "Maryland's Guidelines to Waterway Construction" by the Water Management Administration of the Maryland Department of the Environment, revised November, 2000, for standard details and detailed specifications of each practice specified herein for waterway construction.
- All work is to be completed "in the dry", see sequence of construction. After rainfall events during construction, the site is to be fully dewatered prior to proceeding with grading.
- Ingress and egress to the site shall be from a gravel private road.
- The contractor must adhere to "Best Management Practices for Working in Nontidal Wetlands, Wetland Buffers, Waterways, and the 100-year Floodplain".

**GENERAL NOTES**

- This plan has been prepared to provide approximately 1,776 linear feet of stream restoration on the County Community of Kent County property, located on Turners Creek Road in Kent County, Maryland.
- Contours were obtained from C.F. Kreutter & Associates, Inc. and depict field run 1-ft top merged with 2-ft County GIS topo.
- The Contractor shall notify Ecotone, LLC, and the landowner's representative at least two (2) weeks prior to start of grading operations within the project areas.
- The Contractor is responsible for the location of all underground utilities prior to the start of construction. Any damages to utilities as a result of grading or other activities will be the sole responsibility of the Contractor and shall be repaired at the Contractors expense.
- Access to the restoration area shall be from the adjacent private road as indicated herein.
- The Contractor will be responsible for any damage to private property, including but not limited to fences and private roads resulting from the execution of this contract. Repairs for any such damage will be made at the Contractors expense to the satisfaction of the private property owner and Ecotone, LLC.
- All machinery, equipment and supplies for the project shall be stored in an upland location, preferably the staging area shown on this plan, so as not to disturb any environmentally sensitive areas or agricultural uses on the site.
- All rough and finish grading work will be started at the upstream end of the project.

**SEQUENCE OF CONSTRUCTION**

- Contractor shall notify owner and Kent County Soil and Water Conservation District at least 48 hours prior to beginning any work and the Maryland Department of the Environment Inspection and Compliance Program (410 901-4000) at least 5 days prior to beginning any work. Miss Utility must be contacted at least 72 hours prior to beginning work. A pre-construction meeting is required with the landowner, contractor, and Kent SWCD prior to construction starting.
- All necessary approvals and permits must be obtained prior to start of construction.
- Clear and grub for the installation of sediment and erosion control measures or devices.
- Install stabilized construction entrances and all sediment control devices.
- Notify Kent County Soil and Water Conservation District upon completion of said installation.
- With the approval of Kent County Soil and Water Conservation District, clear and grub for in-stream work. The stream is in the Sassafras River watershed, designated as Use 1 by the Maryland Department of the Environment. No in-stream work shall be conducted during the period March 1 through June 15.
- Install pump around practices in the unnamed tributaries. All pump around diversions shall be set up and running before in-stream work will be permitted to start. See Pump-Around Note, this Sheet.
- Begin stream work starting at the upstream end of the project and work downstream. Complete installation of all in-stream structures. Remove any accumulated sediment in the stream channel at the end of each working day and prior to the removal of the pump around practice.
- Stabilize all disturbed areas at the end of each working day or within a 3-day dry weather forecast.
- Once stream restoration is complete, seed and stabilize any remaining work areas.
- Upon stabilization of site with established vegetation and with permission of the Kent County Soil and Water Conservation District field technicians, remove sediment control measures and stabilize those areas disturbed by this process, including any spoils areas.
- Install plant material during appropriate planting dates.

**TEMPORARY STOCKPILE NOTE**

If necessary, a temporary stockpile shall be provided within the limits of disturbance. The stockpile shall be located such that any runoff will drain to an existing sediment control device (i.e., silt trap or fence). The stockpile may not protrude upon nor alter drainage divides to the sediment control device at any time.

**MAINTENANCE NOTE**

Contractor shall inspect and maintain all sediment control measures and devices after every storm event. Maintenance shall include, but not be limited to the removal of all accumulated sediment. Geotextile fabric shall be replaced as needed to ensure proper function.

**PUMP-AROUND NOTE**

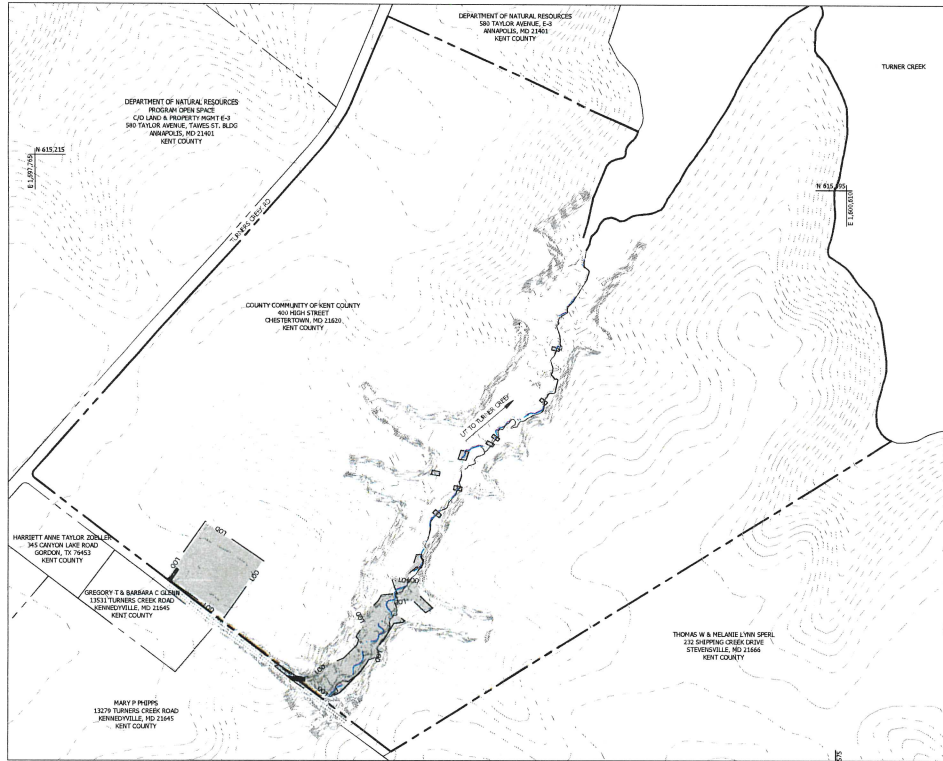
Pump around shows the maximum extents of stream to be diverted. Actual pump around length will be the length which can be completed in a working day.

**100-YEAR FLOODPLAIN NOTE**

FIRM mapped floodlines is present on-site according to FEMA mapping and County GIS data. FIRM panel #24029C0180D

# UNNAMED TRIBUTARY TO TURNER CREEK

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



**OVERALL PLAN**  
SCALE: 1" = 200'



| TEMPORARY BENCHMARKS |        |            |
|----------------------|--------|------------|
| TBM 101              | 82.99' | TRAV. MAG. |
| TBM 102              | 84.72' | TRAV. MAG. |
| TBM 103              | 76.72' | TRAV. NS   |
| TBM 104              | 70.49' | TRAV. NS   |
| TBM 105              | 48.93' | TRAV. NS   |
| TBM 106              | 28.07' | TRAV. NS   |
| TBM 107              | 23.57' | TRAV. NS   |
| TBM 108              | 22.24' | TRAV. NS   |
| TBM 109              | 20.85' | TRAV. NS   |
| TBM 110              | 16.64' | TRAV. NS   |
| TBM 111              | 15.10' | TRAV. NS   |
| TBM 112              | 23.19' | TRAV. NS   |
| TBM 113              | 11.55' | TRAV. NS   |
| TBM 114              | 7.54'  | TRAV. NS   |
| TBM 115              | 15.62' | TRAV. NS   |
| TBM 116              | 5.30'  | TRAV. NS   |
| TBM 117              | 2.64'  | TRAV. NS   |
| TBM 118              | 13.81' | TRAV. NS   |
| TBM 119              | 2.50'  | TRAV. NS   |
| TBM 120              | 2.07'  | TRAV. NS   |
| TBM 121              | 6.89'  | TRAV. NS   |
| TBM 122              | 4.90'  | TRAV. NS   |
| TBM 123              | 6.76'  | TRAV. NS   |
| TBM 124              | 14.31' | TRAV. NS   |
| TBM 125              | 13.74' | TRAV. NS   |

| PROPERTY OWNER INFORMATION                    |  |  |
|-----------------------------------------------|--|--|
| COUNTY COMMUNITY OF KENT COUNTY               |  |  |
| 13681 TURNERS CREEK ROAD                      |  |  |
| KENNEDYVILLE, MD 21645                        |  |  |
| KENT COUNTY                                   |  |  |
| SITE DATA                                     |  |  |
| DEED REF: 00047/00477                         |  |  |
| MAP: 0005, GRID: 0000P, PARCEL: 0007          |  |  |
| ELECTION DISTRICT: 1                          |  |  |
| EXISTING ZONING: EXEMPT COMMERCIAL            |  |  |
| SITE ACRAGE: 4.147 AC.                        |  |  |
| 8 DIGIT HUC: 0206002                          |  |  |
| MD 8 DIGIT BASIN: 02136610 (SASSAPARAS RIVER) |  |  |
| SITE ANALYSIS                                 |  |  |
| LIMIT OF DISTURBANCE: 1,117,216 SF, 12.69 AC. |  |  |
| NEW IMPERVIOUS AREA: NONE                     |  |  |
| TOTAL AREA TO BE STABILIZED: 2,49 AC.         |  |  |
| APPROXIMATE CUT: 1,459 CY                     |  |  |
| APPROXIMATE FILL: 1,459 CY                    |  |  |
| APPROXIMATE NET: 0 CY                         |  |  |

PROPERTY OWNER INFORMATION  
COUNTY COMMUNITY OF KENT COUNTY  
13681 TURNERS CREEK ROAD  
KENNEDYVILLE, MD 21645  
KENT COUNTY

SITE DATA  
DEED REF: 00047/00477  
MAP: 0005, GRID: 0000P, PARCEL: 0007  
ELECTION DISTRICT: 1  
EXISTING ZONING: EXEMPT COMMERCIAL  
SITE ACRAGE: 4.147 AC.  
8 DIGIT HUC: 0206002  
MD 8 DIGIT BASIN: 02136610 (SASSAPARAS RIVER)

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APPROXIMATE CUT: 1,459 CY  
APPROXIMATE FILL: 1,459 CY  
APPROXIMATE NET: 0 CY

**ENGINEERS CERTIFICATION**

"I hereby certify that this design represents a practical and workable plan based on my personal knowledge of the site conditions and that it was prepared in accordance with the NACS Standards and Specifications for the Listed Best Management Practices."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
P.E. No: \_\_\_\_\_ BMP Name / Code: \_\_\_\_\_

**PROFESSIONAL CERTIFICATION**

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 23358, expiration date: 3/25/2022

Signature \_\_\_\_\_ Date \_\_\_\_\_

**UNNAMED TRIBUTARY TO TURNER CREEK**  
**COVER SHEET**  
13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645

CHECKED BY: \_\_\_\_\_

DRAWN: \_\_\_\_\_

PROJECT NO: 21-05406

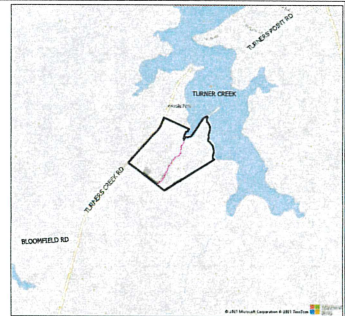
DATE: 11/19/2021

SHEET: \_\_\_\_\_

1 of 6

ecotone ecological restoration

120 Industry Lane Forest Hill, Maryland 21050  
(410) 420-2600 www.ecotonemd.com



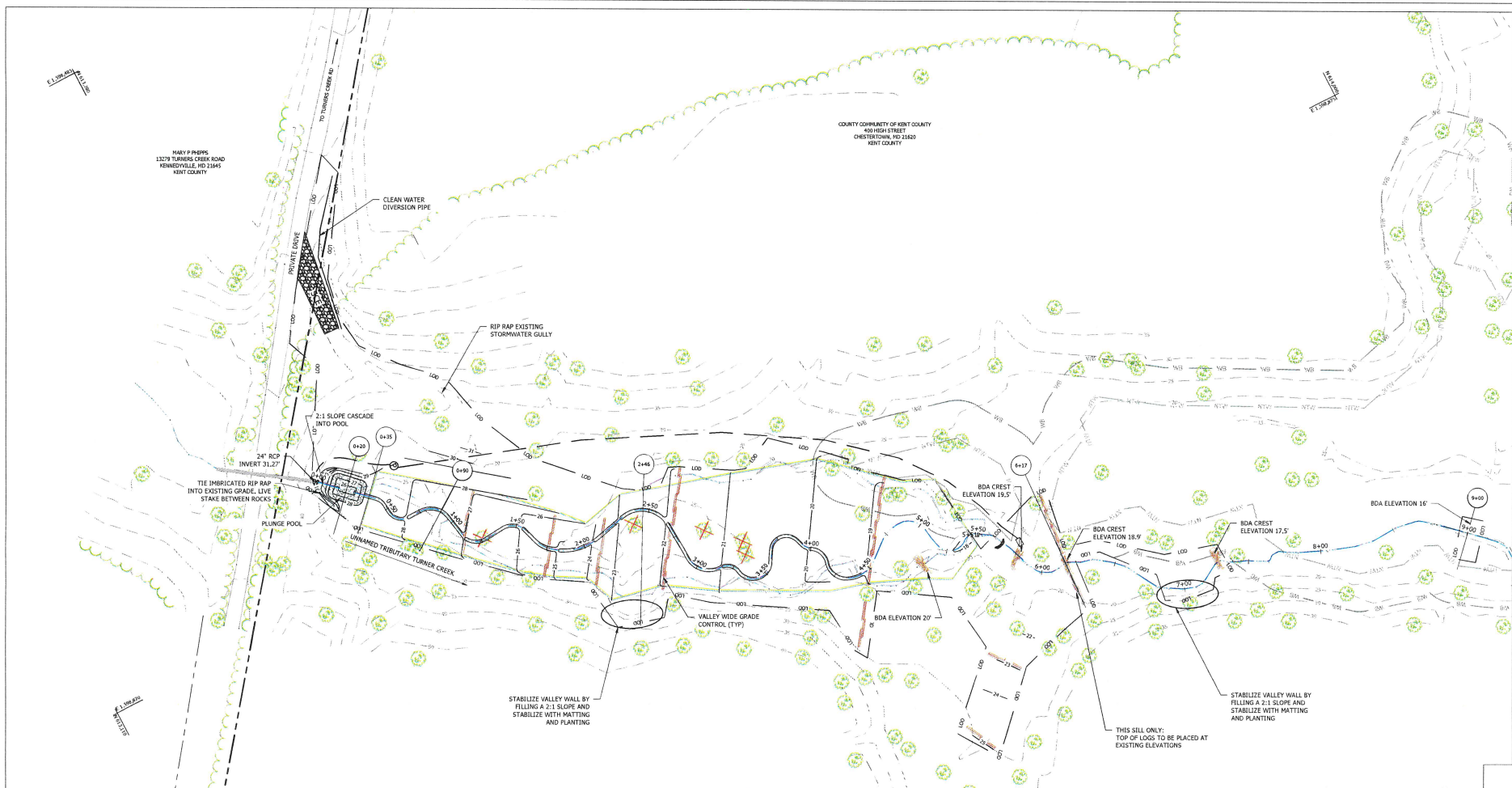
**VICINITY MAP**  
SCALE: 1" = 2000'

**COORDINATE NOTE**

PLAN IS IN NAD 83 MARYLAND STATE PLANE PPS 1999 COORDINATE SYSTEM.

**UTILITY NOTIFICATION**

"Ecotone, LLC, makes no representation as to the existence or non-existence of any utilities at the construction site. Shown on these construction drawings are those utilities which have been identified. It is the responsibility of the landowners or operators and contractors to assure themselves of no hazard exists or damage will occur to utilities. It is suggested that Miss Utility be contacted at: 1-800-257-7777."



**SITE PLAN**  
SCALE: 1" = 30'



**LEGEND**

- |                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>PROPERTY BOUNDARY</li> <li>EX. CONTOURS</li> <li>EX. STREAM CENTERLINE</li> <li>EX. SOIL BOUNDARY</li> <li>EX. ROADS</li> <li>EX. TREELINE</li> <li>EX. FLOODPLAIN - FEMA 100 YR</li> <li>EX. NON TIDAL WETLAND</li> <li>EX. WETLAND BUFFER</li> <li>WATER LINE</li> <li>EX. TREE</li> <li>PROP. TREE REMOVAL</li> <li>PROP. LIVE STAKE VALLEY GRADE CONTROL</li> </ul> | <ul style="list-style-type: none"> <li>PROPOSED CONTOURS</li> <li>PROPOSED STREAM CENTERLINE</li> <li>SITE SPECIFIC PLANTING PLAN WITH MICROTOPOGRAPHIC GRADING</li> <li>PUMP AROUND PRACTICE PUMP</li> <li>PUMP AROUND PRACTICE HOSE</li> <li>PUMP AROUND PRACTICE SANDING DIVERSION</li> <li>DEWATERING PRACTICE FILTER BAG</li> <li>LIMIT OF DISTURBANCE</li> <li>PROPOSED LOG FLOODPLAIN GRADE CONTROL</li> <li>BEAVER DAM ANALOG (BDA)</li> </ul> |
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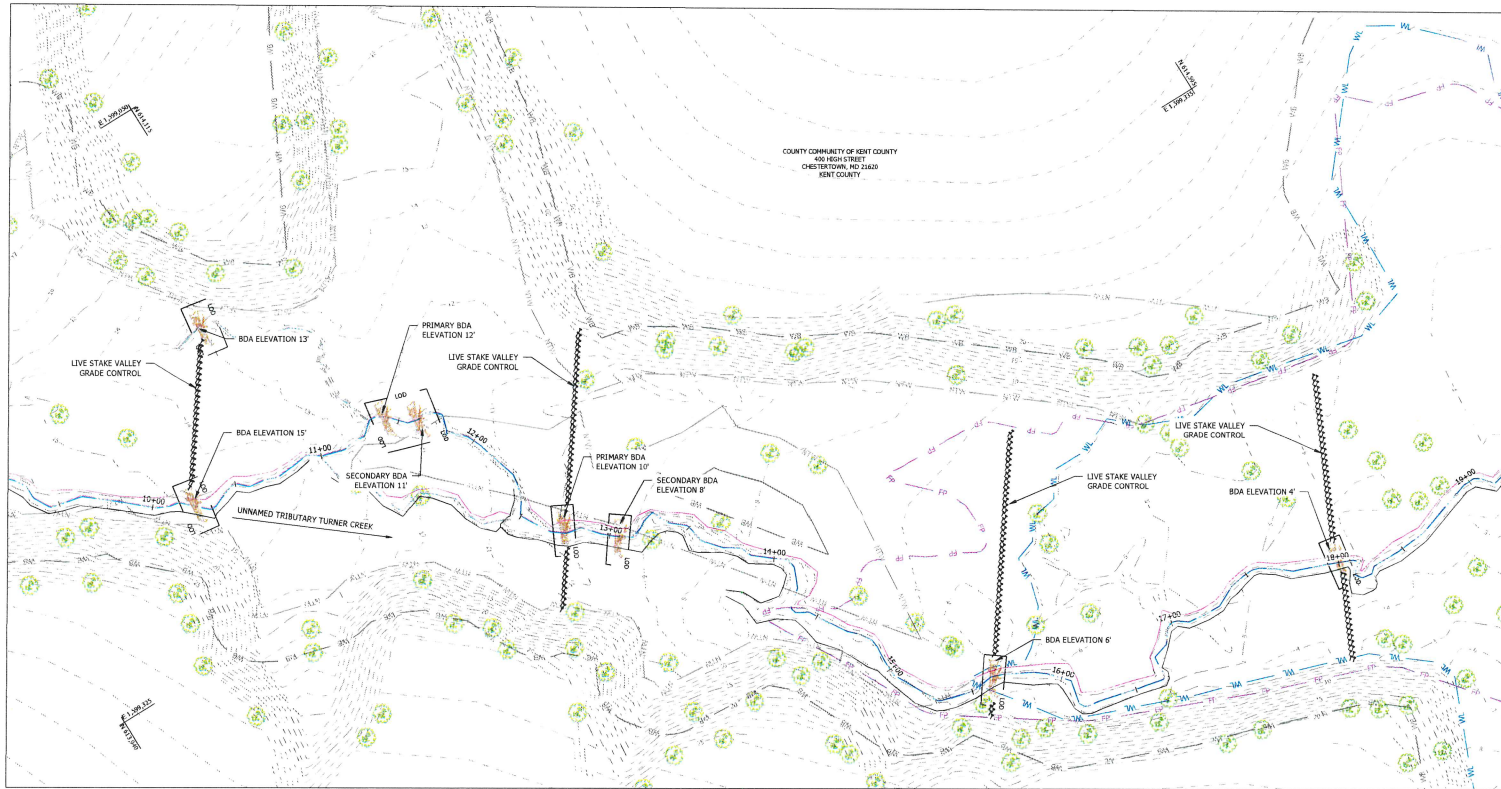
**UNNAMED TRIBUTARY TO  
TURNER CREEK  
DESIGN SHEET**

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



| REVISIONS |      |             |         |
|-----------|------|-------------|---------|
| NO.       | DATE | DESCRIPTION | REV. BY |
|           |      |             |         |
|           |      |             |         |

|              |            |
|--------------|------------|
| CHECKED BY:  |            |
| DESIGNED:    | M/L        |
| DRAWN:       | M/L        |
| PROJECT NO.: | 21-05-001  |
| DATE:        | 11/09/2021 |
| SHEET:       |            |



**SITE PLAN**  
SCALE: 1" = 30'

**LEGEND**

- |     |                                       |     |                                                           |
|-----|---------------------------------------|-----|-----------------------------------------------------------|
| --- | PROPERTY BOUNDARY                     | --- | PROPOSED CONTOURS                                         |
| --- | EX. CONTOURS                          | --- | PROPOSED STREAM CENTERLINE                                |
| --- | EX. STREAM CENTERLINE                 | --- | SITE SPECIFIC PLANTING PLAN WITH MICROTOPOGRAPHIC GRADING |
| --- | EX. SOIL BOUNDARY                     | --- | PUMP AROUND PRACTICE PUMP                                 |
| --- | EX. ROADS                             | --- | PUMP AROUND PRACTICE HOSE                                 |
| --- | EX. TREELINE                          | --- | PUMP AROUND PRACTICE SANDRAG DIVERSION                    |
| --- | EX. FLOODPLAIN - FEMA 100 YR          | --- | DEWATERING PRACTICE FILTER BAG                            |
| --- | EX. NON TIDAL WETLAND                 | --- | LIMIT OF DISTURBANCE                                      |
| --- | EX. WETLAND BUFFER                    | --- | PROPOSED LOG FLOODPLAIN GRADE CONTROL                     |
| --- | WATER LINE                            | --- | BEAVER DAM ANALOG (BDA)                                   |
| --- | EX. TREE                              |     |                                                           |
| --- | PROP. TREE REMOVAL                    |     |                                                           |
| --- | PROP. LIVE STAKE VALLEY GRADE CONTROL |     |                                                           |

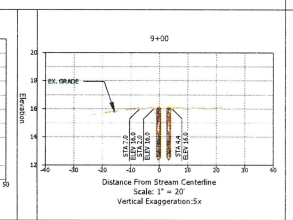
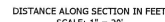
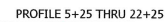
**UNNAMED TRIBUTARY TO  
TURNER CREEK  
DESIGN SHEET**  
13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



| REVISIONS |      |             |         |
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| NO.       | DATE | DESCRIPTION | REV. BY |
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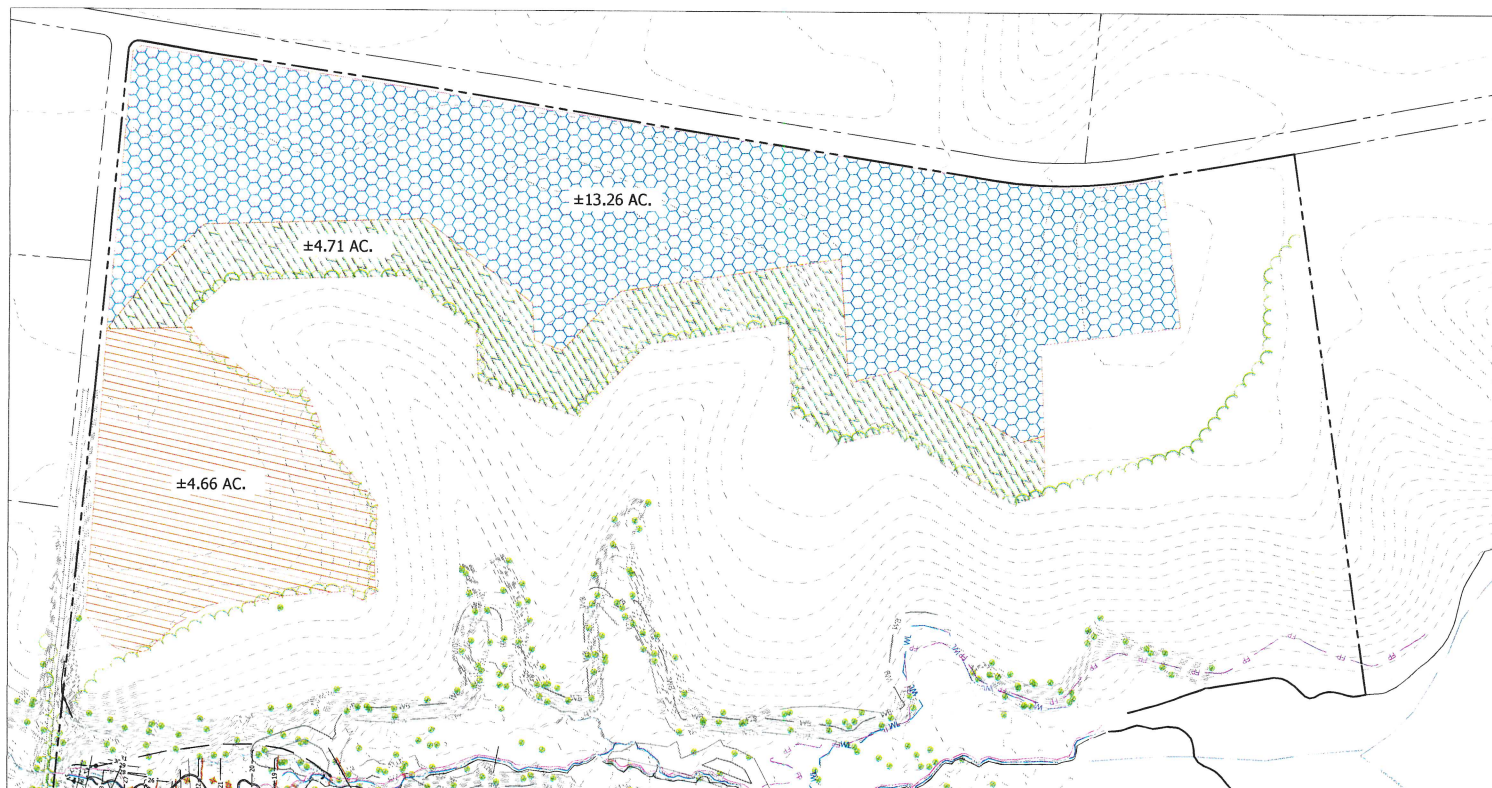
CHECKED BY: \_\_\_\_\_  
DESIGNED: \_\_\_\_\_ M.A.  
DRAWN: \_\_\_\_\_ M.A.  
PROJECT No.: 21-05-008  
DATE: 11/18/2021  
SHEET: \_\_\_\_\_





4 of 6






**SITE PLAN**  
 SCALE: 1" = 100'

UNNAMED TRIBUTARY TO  
 TURNER CREEK  
 PLANTING EXHIBIT  
 13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



| REVISIONS |      |             |         |
|-----------|------|-------------|---------|
| No.       | DATE | DESCRIPTION | REV. BY |
|           |      |             |         |
|           |      |             |         |
|           |      |             |         |

CHECKED BY: \_\_\_\_\_  
 DESIGNED: \_\_\_\_\_ CBN  
 DRAWN: \_\_\_\_\_ CBN  
 PROJECT No.: 21-05-008  
 DATE: 11/29/2021  
 SHEET: \_\_\_\_\_

# The County Commissioners of Kent County

P. THOMAS MASON  
PRESIDENT  
CHESTERTOWN, MD

RONALD H. FITHIAN  
MEMBER  
ROCK HALL, MD

ROBERT N. JACOB, JR.  
MEMBER  
WORTON, MD

R. Clayton Mitchell, Jr.  
Kent County Government Center  
400 High Street  
Chestertown, Maryland 21620  
TELEPHONE 410-778-4600  
E-MAIL [kentcounty@kentgov.org](mailto:kentcounty@kentgov.org)  
[www.kentcounty.com](http://www.kentcounty.com)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

November 30, 2021

Gabe Cohee  
Maryland Department of Natural Resources  
Chesapeake and Coastal Service  
580 Taylor Avenue  
Annapolis, MD 21401

RE: Stream Restoration and Floodplain Reconnection at Turner's Creek

Dear Mr. Cohee:

Kent County is pleased to support ShoreRivers in their effort to seek funding for a stream restoration and floodplain reconnection on an impaired tributary of Turner's Creek and the Sassafras River at Turner's Creek Park.

Turner's Creek is a popular public resource for recreational activity as well as an environmental education. Unfortunately, the Creek is challenged with algal blooms, sedimentation, and high turbidity. The project outlined in this restoration proposal will be instrumental in reaching load reduction goals set forth in the Kent County Watershed Implementation Plan (WIP) for linear feet of stream restoration and provide improved water quality, habitat, and a healthier ecosystem. This project is also consistent with goals and strategies of the Kent County Comprehensive Plan.

As a key partner, Kent County will work with ShoreRivers providing feedback and comment on the design. As such, the County is in full support of this grant application.

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

*P. Thomas Mason*

P. Thomas Mason, President

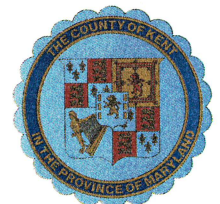
*Ronnie Fithian*

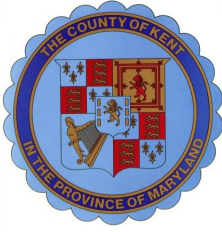
Ronald H. Fithian, Member

*Robert N. Jacob, Jr.*

Robert N. Jacob, Jr., Member

cc: Carla Gerber, Deputy Director, Planning, Housing, and Zoning  
Kim Righi, Restoration Manager, ShoreRivers





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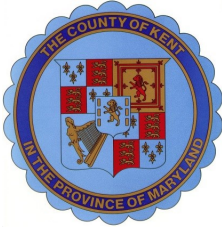
**Emily McCoy, Administrative Program Manager, Kent County Health  
Department  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Track One Recovery Grant

**ATTACHMENTS:**

Description



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**Bill Mackey, Director, Planning, Housing, and Zoning**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

On June 15, 2021, the Board of County Commissioners conducted a Public Hearing to obtain the views of citizens on community development and housing needs related to the submission of an application to the Maryland Community Development Block Grant Program (CDBG). The Kent County application requested \$100,000 of funding for a HUD-Certified Housing Counselor (HCHC) for the Maryland Rural Development Corporation (MRDC). The funding is for retention of MRDC's existing HCHC who provides comprehensive housing counseling services for residents of Kent, Caroline, Cecil, and Queen Anne's County.

In July 2021, the County Commissioners of Kent County, Maryland received approval from the Maryland Department of Housing and Community Development (DHCD) for \$100,000 for the requested assistance.

As part of the implementation process, the County will pass through the CDBG funding to the Maryland Rural Development Corporation (MRDC) to support MRDC in providing services directly to clientele. MRDC must agree to uphold the standards related to the CDBG program for the CDBG grant. The subrecipient document was provided by DHCD as part of the agreement signed with the County for use by the County with the subrecipient, in order to provide for requirements and obligations under the CDBG Program.

Staff recommends approval.

**ATTACHMENTS:**

**Description**

11.30.21 Maryland Community Development Block Grant, Subrecipient Agreement (Grant No. MD-22-CD-1), By and Between County Commissioners of Kent County and Maryland Rural Development Corporation, Housing Counseling



Grant # **MD-22-CD-1**

Maryland Community Development Block Grant

Subrecipient Agreement

This Subrecipient Agreement dated this 30<sup>th</sup> day of November 2021 (the "Agreement"), is by and between **COUNTY COMMISSIONERS OF KENT COUNTY**, of the State of Maryland (the "Recipient") and **MARYLAND RURAL DEVELOPMENT CORPORATION**, Maryland (the "Subrecipient").

WHEREAS, the Recipient has entered into an agreement (the CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of **\$100,000** (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, **\$90,000** of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Subrecipient agree as follows:

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the "Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed **\$90,000** (the "Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient/Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

- Check sent to MRDC

8. Records and Reports.

(a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Subrecipient shall produce the reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

9. Program Income/Loan.

(a) "Program Income" is any income generated as a result of activities supported by the Subrecipient Grant funds.

(b) In the event that Program Income is earned, it must be returned to the Recipient to be returned to DHCD unless there is an approved CDBG Program Income Re-Use Plan approved by DHCD attached hereto and made a part hereof.

(c) The Recipient reserves the right to terminate the Subrecipient's use of Program Income and recapture available balances if there are issues or concerns related to accounting and use. The Subrecipient will be responsible for any repayment required by the Recipient or DHCD for ineligible activities or unallowable expenditures.

10. Term of Agreement. Unless terminated earlier pursuant to Section 11 of this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

11. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

- 1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;
- 2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expended by the Subrecipient; and

3) the Recipient may take all other actions available to it at law or in equity.

12. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project set forth in the CDBG Grant Agreement hereto.

13. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

14. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

15. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

16. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

17. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient:

County Commissioners of Kent County  
400 High St, Chestertown, MD 21620  
Attention: Department of Planning, Housing, and Zoning

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If to Subrecipient:

Maryland Rural Development Corporation  
101 Cedar Lane, PO box 739 Greensboro, MD 21639



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or to such other address as the parties above shall have furnished to the other in writing.

18. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

20. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

21. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expended by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expended such money.

22. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Recipient, DHCD, the State, or HUD to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

23. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

24. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the date first written above.

WITNESS/ATTEST

Lacey J. Cox  
11/30/21

County Commissioners of Kent County,  
Maryland

P. Thomas Mason (SEAL)  
Name: P. Thomas Mason 11/30/21  
Title: President

WITNESS/ATTEST

Witness Name: Neoma Salvaje

Maryland Rural Development Corporation

Name: Christopher Benzing  
Title: Executive Director

Attachment A CDBG Grant Agreement  
Attachment B CDBG Required Records and Reports  
Attachment D Special Terms and Conditions

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") is entered into as of the date it is executed by DHCD (as defined herein) (the Effective Date) by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee."

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the State) to distribute and administer federal Maryland Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974, as amended, for the purpose of preserving and developing viable rural and urban communities by expanding economic opportunities, providing decent housing, and providing necessary supporting public infrastructure;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in a certain Consolidated Plan-Action Plan dated SFY21/FFY20 (the "Consolidated Plan") issued by DHCD;

WHEREAS, the Grantee has applied to the State for CDBG funds for the project described in Grantee's application (the "Project") and the Project has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project, the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of **BENEFIT TO LOW AND MODERATE INCOME PERSONS – LIMITED CLIENTELE** (the "National Objective").
2. **Grant Funds Provided.** In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed **\$100,000** (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project activities, and in the appropriate location, described in Exhibit A. The Project activities funded by the CDBG Grant must satisfy the National Objective identified in Section 1. Further, any use of the CDBG Grant must be in compliance with applicable local, State, and federal law. The Project and its scope of work may be modified only by an amendment to this Agreement executed by DHCD and the Grantee.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Project budget outlined in Exhibit B (the "Project Budget"), and shall not expend more than the amount allocated for any category in the Project Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Project Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD with one exception. Grantees are not permitted to transfer funds to increase the Project Administrative line item without written approval of their Project Manager.

b. If the application was submitted on behalf of an eligible Subrecipient, Developer or Business (Determined in Exhibit A), the Grantee shall either distribute the CDBG funds to them to implement the Project or the Grantee may implement the Project on their behalf.

c. Grantee may not incur any costs of the Project to be charged against the CDBG Grant funds before the effective date of this Agreement, as defined in Section 20, without the prior written consent of DHCD. All costs incurred by the Grantee before the effective date of this Agreement and before approval by DHCD of the release of CDBG Grant funds, are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the CDBG Grant funds shall be governed by the provisions of this Agreement.

d. If, upon completion of the Project, there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined in writing that the Grantee may retain a portion of the savings. Unless superseded by other federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.



c. The Grantee shall conduct and administer the CDBG Grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. As of the Effective Date of this Agreement, the Grantee shall commence the Project activities described in Exhibit A unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances the Grantee shall initiate action in order to satisfy the special condition upon the execution of this Agreement.

b. The Grantee shall expend all CDBG Grant funds for the Project activities on or before **August 31, 2023** ("Grant Period"), in accordance with the Project Implementation Schedule set forth in Exhibit C. In the event that a time extension is necessary, the request must be submitted in writing by the chief elected official a minimum of 60 days before the end of the Grant Period.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement in accordance with Section 16:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing that the Project activities be directed to an area other than the approved Project location specified in Exhibit A;

(iii) Grantee is proposing an extension of the Grant Period set forth in Section 6(b) of this Agreement; or

(iv) Grantee is proposing a budget revision resulting in a transfer in the Project Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient, Developer or Business to accept technical assistance DHCD feels is necessary for the Project to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the Effective Date of this Agreement as defined in Section 20(a), submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project in accordance with the terms of this Agreement.

e. In the event that the Grantee has an approved Program Income Re-Use Plan and receives "Program Income" from previously funded CDBG Grants prior to the expiration of the grant agreement, those funds must be expended on Grant activities prior to the Grantee requesting additional funding from DHCD. "Program Income" means any income derived from the use of CDBG funds.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement as defined in Section 21, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Project Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Project Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project at any time during or after such person's tenure.

13. Applicability to Subrecipients, Developers, Businesses, Contractors and Borrowers. Where performance of the Project is to be carried out by any subrecipient, developer, business, contractor or borrower of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient, developer, contractor or borrower by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient, developer, business, contractor or borrower, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient, business, contractor or borrower receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, developer, business, contractor or borrower of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Use of CDBG Grant to Make Loans. Where all or any portion of the CDBG Grant funds are used to make loans to eligible recipients, if this Agreement is terminated, or if there is a finding by DHCD of deficient performance or inadequate management capacity of the Grantee, DHCD shall have the right to require that any recipient of a loan which is comprised of proceeds of the CDBG Grant shall make all remaining principal and interest payments directly to the DHCD and that DHCD shall be entitled to all rights and remedies under any loan documents between the Grantee and a loan recipient. Grantee shall endeavor to include in all loan documents adequate provisions which permit DHCD to take the action described in this Section 14, unless otherwise agreed upon by DHCD. Such provisions shall be subject to the prior approval of DHCD.

15. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director  
Division of Neighborhood Revitalization  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**William Mackey  
Director  
Planning, Housing and Zoning  
Kent County  
400 High Street  
Chestertown, MD 21620**

16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the CDBG Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

a. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The effective date of this Agreement will be the date of DHCD's execution.

b. *No costs may be incurred until after the grantee has successfully completed an Environmental Review Record (ERR) and received a Release of Funds. This applies to both CDBG and non-CDBG funds.*

21. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project has been completed, the national objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project has been monitored and all findings, concerns and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

22. Further Assurances and Corrective Instruments. The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by DHCD or HUD to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

24. Lien. During the CDBG Term of Use as stipulated in Exhibit A, Grantee shall not, and shall not allow any subrecipient, developer, or business to (a) create, incur, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien, charge, conditional sale or other



title retention agreement, or lien of any kind on property or improvements (or any part thereof or income therefrom) acquired or constructed/renovated with CDBG funds; or (b) make, create, permit or consent to any conveyance, sale, assignment or transfer of the property or improvements (or any part thereof) acquired or constructed/renovated with CDBG funds.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS  
OF KENT COUNTY**

Lacey T. Cox 09/28/21  
(Typed Name and Title)  
Lacey T. Cox  
Deputy Clerk I

By: P. Thomas Mason (SEAL)  
P. Thomas Mason 09/28/21  
President

WITNESS:

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**  
A principal department of the State  
of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Kenneth C. Holt  
Secretary

EFFECTIVE DATE: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Assistant Attorney General

Exhibit A: Scope of Services and Special Terms and Conditions  
Exhibit B: Project Budget  
Exhibit C: Project Implementation Schedule  
Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements  
Exhibit E: General Certification  
Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries  
Exhibit E-2: Certification for Grants in Excess of \$100,000  
Exhibit F: Grant Payment Procedures  
Exhibit G: Federal Award Information

**EXHIBIT A**

**MARYLAND CDBG SFY 21 PROJECT SCOPE OF SERVICES**

as more fully described in Grantee's application for CDBG funds dated July 13, 2021.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: MARYLAND RURAL DEVELOPMENT CORPORATION

PROJECT NAME  
AND LOCATION: HOUSING COUNSELING  
Kent County, Queen Anne's County, Caroline County, Cecil County

PROJECT  
DESCRIPTION: Funds will be used to provide housing counseling to low and moderate income persons/households impacted by the COVID 19 crisis. Counseling can be for rental and home ownership activities.

NATIONAL  
OBJECTIVES: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER  
BENEFICIARIES: 300 Persons

NUMBER LMI  
BENEFICIARIES: 300 Persons

% OF LMI  
BENEFICIARIES: 100%

**SPECIAL TERMS AND CONDITIONS:**

**This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.**

1. **Records to be Maintained for National Objective of Benefit to Low and Moderate Persons Through Limited Clientele Activities:**

Assisted households must be at or below 80% of the area median income as determined by HUD. Participants must complete a self-certification form which provides the total amount of income for those living in the household. The form must also collect data showing race, ethnicity and gender of the head of household, and the number of household members. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Audit**

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.

3. **Environmental Review**

The project funded with this grant is EXEMPT under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.

4. **Financial Penalty - Environmental**

The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the grant award date. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.

5. **Financial Penalty – Minimum Draw Requirement**

The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.

6. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

7. **Debarment**

The Grantee must complete debarment checks on all non-construction contractors hired and paid with CDBG funds. Please retain completed forms in project files.

8. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.

9. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.

10. **Procurement Policies**

The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*.

11. **Conflict of Interest Policy**

The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.

12. **Subrecipient Agreement**

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. Please provide a copy of the executed agreement to your CDBG Project Manager.

13. **Housing Counseling Requirements**

Per HUD requirements, housing counseling activities can only be provided by HUD certified housing counselors in a HUD Approved Housing Counseling Agency. Please provide supporting documentation for the agency and the counselors.



## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

| ACTIVITY                            | CDBG FUNDS | OTHER FUNDS | TOTAL COSTS | SOURCE OF OTHER FUNDS |
|-------------------------------------|------------|-------------|-------------|-----------------------|
| 1. Property Acquisition/Disposition |            |             |             |                       |
| 2. Demolition/Clearance             |            |             |             |                       |
| 3. Relocation Assistance            |            |             |             |                       |
| 4. Public Services                  |            |             |             |                       |
| 1. Housing Counseling Staff         | \$90,000   |             | \$90,000    |                       |
| 2. Project Administration           | \$10,000   | \$3,640     | \$13,640    | County                |
| 5. Public Infrastructure            |            |             |             |                       |
| 6. Planning                         |            |             |             |                       |
| 7. General Administration           |            |             |             |                       |
| TOTAL PROJECT COSTS                 | \$100,000  | \$3,640     | \$103,640   |                       |
|                                     |            |             |             |                       |

**EXHIBIT C**

**MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE**

|                                     |                                                                         |
|-------------------------------------|-------------------------------------------------------------------------|
| Grant Approval<br>Date:             | August 24, 2021                                                         |
| Environmental<br>Review:            | To be completed and Release of Funds issued by November 7, 2021         |
| Counseling:                         | On-going through completion                                             |
| 180 Day<br>Expenditure<br>Deadline: | A minimum of 5% of grant funds must be expended by<br>February 20, 2022 |
| Grant End Date:                     | August 31, 2023                                                         |

## **EXHIBIT D**

### **CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS**

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

| TYPE OF REPORT                                                                          | DUE DATE                                                                                                                             |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Request for Release of Funds<br>and Certification of<br>Environmental Review Procedures | Due within 75 days of grant award to<br>Environmental Officer prior to incurring any<br>project costs and commencement of activities |
| Notice of contract award<br>pre-construction minutes, and<br>date of construction start | To Labor Standards Officer<br>within 14 days after each event                                                                        |
| Semi-Annual Status Report                                                               | Due January 10 and July 10 for the preceding six<br>months                                                                           |
| Annual Single Audit Report                                                              | To Program Director within 9 months of the end<br>of the grantee's fiscal year if applicable                                         |
| Grantee Labor Standards Compliance<br>Payroll Submission Form                           | To Project Manager within 2 weeks of receipt of<br>first payrolls for each construction contract that<br>includes Labor Standards    |

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

## EXHIBIT E

### GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
  - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
  - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
  - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
  - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
  - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
  - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
  - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
  - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
  - (d) Executive Order 11259;
  - (e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
  - (f) Executive Order 11063 on equal opportunity;
  - (g) Executive Order 11246, as amended by Executive Order 13672;
  - (h) The Fair Housing Amendment Act of 1988;
  - (i) The Housing for Older Persons Act of 1995;
  - (j) The Age Discrimination Act of 1975;
  - (k) Section 504 of the Rehabilitation Act of 1973;
  - (l) The Americans with Disabilities Act of 1990;
  - (m) The Equal Employment Opportunity Act;
  - (n) The Immigration Reform and Control Act of 1986; and
  - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of \$100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in



the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
  - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
  - (b) Executive Order 11988, Floodplain Management;
  - (c) Executive Order 11990, Protection of Wetlands;
  - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
  - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
  - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
  - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
  - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
  - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

- (j) The Clean Water Act of 1977, (Public Law 95-217); and
  - k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 9/17

## EXHIBIT E-1

### RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.
2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.
3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.
4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.
5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
  - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
  - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
  - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
- (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
  - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
  - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
- (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."
6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:
- (a) Definitions.
- "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.
- "Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
  - (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
  - (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
  - (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or



- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

## **Exhibit E-2**

### **FOR CDBG GRANTS IN EXCESS OF \$100,000**

The Grantee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# EXHIBIT F

## GRANT PAYMENT PROCEDURES

### PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
  - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
  - b. The grantee executes both of the Grant Agreements which includes required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing but the required grant payment forms (Exhibits 1 & 2) can be signed and returned at a later date if need be. The forms must be submitted prior to first request for payment. *NOTE: The legal name of the Grantee should appear on all forms and accounts as it is listed in the CDBG Grant Agreement.*
  - c. The Maryland CDBG Program approves the completed forms and the Grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
  - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
  - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the Grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the Grantee may request funds by submitting a completed Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) to the Maryland CDBG Program in order to meet the Grantees' current cash disbursement needs.
  - f. The Maryland CDBG Program will review Grantee's Request for Payment to:
    - verify authorized signatures;
    - verify mathematical computations;
    - for appropriate activities, verify that the environmental clearance has been obtained and the Release of Funds has been issued;
    - verify that sufficient grant funds are available;
    - verify that request will not exceed amount budgeted for the appropriate project activity;
    - determine that other applicable special conditions have been met; and
    - verify that the assigned CDBG Project Manager has not put a hold on grant payments.
  - g. The Maryland CDBG Program then forwards approved Requests for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the Grantee's designated depository for credit to its account.

## PART II. POLICY

1. Grant payments cannot be made for any grant until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the CDBG Program receives and approves the Grantee's certification of completion of the environmental review process; (c) the CDBG Program removes grant conditions and issues a release of funds and (d) the CDBG Program has determined that all other possible conditions have been met.
2. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to submitting the request.
3. It can take up to thirty days to receive the CDBG grant funds once the request is submitted. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
4. A Grantee may request a payment from DHCD as often as needed. With the exception of the final payment, the minimum amount that may be requested is \$5,000.
5. The Grantee will indicate on the Request for Payment (Exhibit 3) as to whether it is using an "advance" or "reimbursement" system. The Grantee should attempt to use the same system throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a Grantee upon its request before cash outlays are made by the Grantee. The Grantee is required to establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC. When funds are received in the Grantee's primary bank account, they must be moved to this separate account. Funds must be expended within five business days from the date received in the Grantee's primary bank account via the wire transfer.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the Grantee.

6. A Grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
7. In the event that interest is earned on CDBG monies requested on an advance basis, they will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
8. A Grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). Grantees that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. Grantees that have approved CDBG Program Income Re-Use Plans for previous awards may receive Program Income. If the Program Income is received from an older grant for an activity such as housing rehabilitation, it is to be used before the Grantee can request grant funds from a current award for housing rehabilitation. The use of Program Income is to be reported in the Semi-Annual report for the current award. If Program Income is received as a result of previous awards without Re-Use Plans or if they no longer operate the activities that had been approved, the Grantee is to contact their Program Manager to discuss further.

### PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the Grantee for credit to the Grantee's bank account. The Grantee shall complete the Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

After the forms are completed by the Grantee, they are to be sent to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The Grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2), must contain signatures identical to the typed names of the individuals authorized by the Grantee to co-sign the Request for Payment. At least two persons must be identified but it is strongly recommended that the Grantee identify at least four persons. The written and typed names must be identical on each form. The Grantee shall submit an original form to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the Grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. New signature forms are to be submitted whenever there is a change, including additions or deletions, of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The Grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current or anticipated disbursement needs.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the Grantee for its records.

4. EXPENDITURE FORM – The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds unless requested by the Project Manager. Note that specific vendors who were paid or will be paid with CDBG funds are to be identified. The Grantee is not to identify themselves or the subrecipient, developer or business as a vendor.
5. EXPENDITURE TRACKING FORM – LOCAL USE – The Grantee is required to use and maintain form Exhibit 3B – Expenditure Tracking Form – Local Use. The purpose of this form, when completed, will assist the State in monitoring the grant and to assist the Grantee with tracking expenditures.

## EXHIBIT 1

## MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

## Vendor Electronic Funds Transfer (EFT) Registration Request Form

Please Type or Print

| Grantee Information<br>(Grantee must use legal name as listed in CDBG Grant Agreement)                                                                |                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Name of Project:                                                                                                                                      | MD CDBG SFY 21 Housing Counseling                                        |
| Project #:                                                                                                                                            | MD-22-CD-1                                                               |
| Date:                                                                                                                                                 | July 1, 2021                                                             |
| Grantee Identification Information (Address to be used in case of default to check):                                                                  |                                                                          |
| Grantee Name:                                                                                                                                         | County Commissioners of Kent County                                      |
| Address:                                                                                                                                              | R. Clayton Mitchel, Jr. Kent County Government Center<br>400 High Street |
| City:                                                                                                                                                 | Chestertown State: MD Zip: 21620                                         |
| Taxpayer Federal Employer Identification Number:                                                                                                      | 52-6000974                                                               |
| Contact information: name, title, email and phone number including area code:<br>William Mackey, Planning Director, wmackey@kentgov.org, 410-778-7475 |                                                                          |

| Depository Bank or Credit Union Information                                                                            |                                             |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Name:                                                                                                                  | Chesapeake Bank & Trust Co.                 |
| Contact Name:                                                                                                          | Patricia Merritt Phone number: 410-778-7478 |
| ABA (routing) number:                                                                                                  | 052102228                                   |
| Account Number:                                                                                                        | 0136551701                                  |
| Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Saving                             |                                             |
| Format Desired, Check one:                                                                                             |                                             |
| <input type="checkbox"/> CCD+ (gives Standard description line: "State of Maryland")                                   |                                             |
| <input type="checkbox"/> CTX* (multiple detail lines) <input type="checkbox"/> EDI* (full detail)                      |                                             |
| * Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format. |                                             |
| Signature/Title of Bank Official:                                                                                      | Date: 9/21/21                               |

I am authorized by \* County Commissioners of Kent County (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of Grantee: P. Thomas Mason President 09/28/21

Signature and title of chief elected official, controller or chief financial officer and date.

8/2013



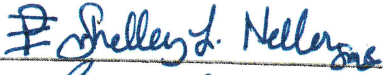
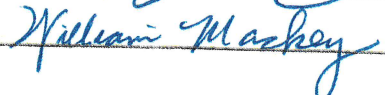
## EXHIBIT 2

### MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of Kent County  
R. Clayton Mitchell, Jr. Kent County Government Center  
400 High Street  
Chestertown MD 21620

2. Grant Agreement Number: MD-22-CD-1

3. The individuals named below are authorized to sign Requests for Payment:

| TYPE NAME                | TITLE                       | SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM                                                |
|--------------------------|-----------------------------|----------------------------------------------------------------------------------------------|
| <u>Shelley L. Heller</u> | <u>County Administrator</u> | <u></u> |
| <u>Patricia Merritt</u>  | <u>Finance Director</u>     | <u></u> |
| <u>Rosemary Granillo</u> | <u>LMB Director</u>         | <u></u> |
| <u>William Mackey</u>    | <u>Planning Director</u>    | <u></u> |

#### 4. Certification

*I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.*

09/28/21  
Date

President  
Title

  
Signature

**EXHIBIT 3****MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
REQUEST FOR PAYMENT****SECTION I: REQUEST FOR PAYMENT**

| GRANT AGREEMENT NUMBER                                                         | PAYMENT SYSTEM                                                             | REQUEST NUMBER | AMOUNT REQUESTED     |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------|----------------------|
|                                                                                | <input type="checkbox"/> ADVANCE<br><input type="checkbox"/> REIMBURSEMENT |                |                      |
| GRANTEE NAME AND ADDRESS<br>(Use legal name as listed in CDBG Grant Agreement) | NAME & TELEPHONE NUMBER<br>OF GRANTEE CONTACT PERSON                       |                | FEDERAL ID<br>NUMBER |
|                                                                                |                                                                            |                |                      |
| DEPOSITORY BANK AND ACCOUNT NUMBER                                             |                                                                            |                |                      |
|                                                                                |                                                                            |                |                      |

**SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)**

| BUDGET ACTIVITY LINE | TOTAL CDBG BUDGET AMOUNT(S) | REQUESTED AMOUNT |
|----------------------|-----------------------------|------------------|
|                      |                             |                  |
|                      |                             |                  |
|                      |                             |                  |
|                      |                             |                  |
|                      |                             |                  |
|                      |                             |                  |

**SECTION III: CERTIFICATION BY GRANTEE**

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

|                               |                |               |
|-------------------------------|----------------|---------------|
| _____<br>AUTHORIZED SIGNATURE | _____<br>TITLE | _____<br>DATE |
| _____<br>AUTHORIZED SIGNATURE | _____<br>TITLE | _____<br>DATE |

**SECTION IV: STATE USE**

| DATE RECEIVED | AMOUNT APPROVED | PAYMENT REVIEWED BY | PAYMENT APPROVED BY | APPROPRIATION CODE |
|---------------|-----------------|---------------------|---------------------|--------------------|
|               |                 |                     |                     |                    |

*Was Exhibit 3A – Expenditure Tracking Form included with payment request? If no, please obtain prior to processing.*

## EXHIBIT 3A

### MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### EXPENDITURE TRACKING FORM

Grant #: \_\_\_\_\_

Payment Request #: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

*For this payment request, please identify the specific expenses to be paid with the CDBG funds.  
Please attach copy of form to your payment request and retain copy in your grant financial files.*

| Amount Requested | Activity Line Item # | Specific Use | To Be Paid To:<br>(Identify Specific Vendors) |
|------------------|----------------------|--------------|-----------------------------------------------|
|                  |                      |              |                                               |
|                  |                      |              |                                               |
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|                  |                      |              |                                               |

#### **STATUS OF FUNDS (CDBG FUNDS ONLY)**

Total Grant Payment Received to Date \$ \_\_\_\_\_

Total Disbursements to Date \$ \_\_\_\_\_

## EXHIBIT 3B

### MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: \_\_\_\_\_

*Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.*

| Payment Request # | Date of Request | Amount Requested | Date Payment Received |
|-------------------|-----------------|------------------|-----------------------|
|                   |                 |                  |                       |
|                   |                 |                  |                       |
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|                   |                 |                  |                       |

#### Matching Funds

*Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.*

| Amount | Source of Funds |
|--------|-----------------|
|        |                 |
|        |                 |
|        |                 |

## In-Kind Costs

*Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.*

| Amount | Specific Use/Hours | Source/Staff Person |
|--------|--------------------|---------------------|
|        |                    |                     |
|        |                    |                     |
|        |                    |                     |
|        |                    |                     |
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|        |                    |                     |
|        |                    |                     |

## EXHIBIT 4

### MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM NOTICE OF REMOVAL OF GRANT CONDITIONS AND RELEASE OF FUNDS

*(ACTUAL DOCUMENT WILL BE COMPLETED AND RETURNED TO GRANTEE WHEN ISSUED BY STATE)*

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

|                                                                   |                                   |
|-------------------------------------------------------------------|-----------------------------------|
| TO:<br><br>(Name and Title of Chief Executive Officer of Grantee) | ADDRESS AND ZIP CODE OF GRANTEE   |
| PROJECT NAME                                                      | LOCATION (CITY, COUNTY, MARYLAND) |

On \_\_\_\_\_, this office received your request of Funds and Certification pertaining to the above project.

- ☐ No objections to your certification of and Exempt status for your project have been received. No waiting period is required.
- ☐ No objections to the release of such funds or to the Certification have been received within the prescribed waiting period.
- ☐ All objections to the release of such funds and to the Certification have been received by DHCD within the prescribed waiting period have been considered by DHCD.

Any and all conditions in the Grant Agreement for Grant No. \_\_\_\_\_, authorized by DHCD on \_\_\_\_\_ respecting said project and funding thereof, to the extent the same are based upon the pendency of environment review and clearance, are hereby removed.

This notice constituted your authority to use funds in the amount not to exceed \$\_\_\_\_\_ granted to you under Title I of the Housing and Community Development Act of 1974 for the above project.

| TYPE NAME AND TITLE OF<br>AUTHORIZING OFFICIAL | SIGNATURE OF AUTHORIZING<br>OFFICER | DATE |
|------------------------------------------------|-------------------------------------|------|
|                                                |                                     |      |



## EXHIBIT G

## FEDERAL AWARD INFORMATION

|        |                                                                                                                                                              |                                                  |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| (i)    | Community Development Block Grant                                                                                                                            |                                                  |
| (ii)   | Name of Federal Awarding Agency                                                                                                                              | U.S. Department of Housing and Urban Development |
| (iii)  | Catalog of Federal Assistance Number                                                                                                                         | 14.228                                           |
| (iv)   | Federal Program Year                                                                                                                                         | 2020                                             |
| (v)    | Start Date of Federal Program Year for Program                                                                                                               | July 1, 2020                                     |
| (vi)   | Total Amount of Federal Award for Program Year                                                                                                               | \$7,987,425                                      |
| (vii)  | Federal Award Identification Number (FAIN)                                                                                                                   | B-20-DC-24-0001                                  |
| (viii) | DHCD Unique Entity Identifier                                                                                                                                | 028492598                                        |
| (ix)   | Grantee Name                                                                                                                                                 | County Commissioners of Kent County              |
| (x)    | Grantee Unique Entity Identifier/DUNS Number                                                                                                                 | 086131901                                        |
| (xi)   | Grantee Federal Identification Number                                                                                                                        | 52-6000974                                       |
| (xii)  | Date of Award to Grantee                                                                                                                                     | August 24, 2021                                  |
| (xiii) | Amount of Federal Fiscal Year 2020 Funds Obligated/Committed by this Agreement to the Grantee by DHCD                                                        | \$100,000                                        |
| (xiv)  | Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year | \$100,000                                        |

**EXHIBIT A**

**MARYLAND CDBG SFY 21 PROJECT SCOPE OF SERVICES**  
as more fully described in Grantee's application for CDBG funds dated July 13, 2021.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: MARYLAND RURAL DEVELOPMENT CORPORATION

PROJECT NAME  
AND LOCATION: HOUSING COUNSELING  
Kent County, Queen Anne's County, Caroline County, Cecil County

PROJECT  
DESCRIPTION: Funds will be used to provide housing counseling to low and moderate income persons/households impacted by the COVID 19 crisis. Counseling can be for rental and home ownership activities.

NATIONAL  
OBJECTIVES: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER  
BENEFICIARIES: 300 Persons

NUMBER LMI  
BENEFICIARIES: 300 Persons

% OF LMI  
BENEFICIARIES: 100%

**SPECIAL TERMS AND CONDITIONS:**

**This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.**

1. **Records to be Maintained for National Objective of Benefit to Low and Moderate Persons Through Limited Clientele Activities:**

Assisted households must be at or below 80% of the area median income as determined by HUD. Participants must complete a self-certification form which provides the total amount of income for those living in the household. The form must also collect data showing race, ethnicity and gender of the head of household, and the number of household members. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Audit**

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.

3. **Environmental Review**

The project funded with this grant is EXEMPT under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.

4. **Financial Penalty - Environmental**

The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the grant award date. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.

5. **Financial Penalty - Minimum Draw Requirement**

The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.

6. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

7. **Debarment**

The Grantee must complete debarment checks on all non-construction contractors hired and paid with CDBG funds. Please retain completed forms in project files.

8. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.

9. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.

10. **Procurement Policies**

The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*.

11. **Conflict of Interest Policy**

The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.

12. **Subrecipient Agreement**

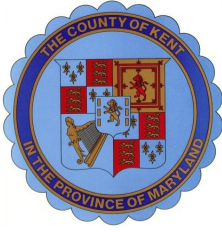
The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. Please provide a copy of the executed agreement to your CDBG Project Manager.

13. **Housing Counseling Requirements**

Per HUD requirements, housing counseling activities can only be provided by HUD certified housing counselors in a HUD Approved Housing Counseling Agency. Please provide supporting documentation for the agency and the counselors.

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET**

| <b>ACTIVITY</b>                     | <b>CDBG<br/>FUNDS</b> | <b>OTHER<br/>FUNDS</b> | <b>TOTAL<br/>COSTS</b> | <b>SOURCE OF<br/>OTHER<br/>FUNDS</b> |
|-------------------------------------|-----------------------|------------------------|------------------------|--------------------------------------|
| 1. Property Acquisition/Disposition |                       |                        |                        |                                      |
| 2. Demolition/Clearance             |                       |                        |                        |                                      |
| 3. Relocation Assistance            |                       |                        |                        |                                      |
| 4. Public Services                  |                       |                        |                        |                                      |
| 1. Housing Counseling Staff         | \$90,000              |                        | \$90,000               |                                      |
| 2. Project Administration           | \$10,000              | \$3,640                | \$13,640               | County                               |
| 5. Public Infrastructure            |                       |                        |                        |                                      |
| 6. Planning                         |                       |                        |                        |                                      |
| 7. General Administration           |                       |                        |                        |                                      |
| <b>TOTAL PROJECT COSTS</b>          | <b>\$100,000</b>      | <b>\$3,640</b>         | <b>\$103,640</b>       |                                      |
|                                     |                       |                        |                        |                                      |



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**Patricia Merritt, Chief Finance Officer, Office of Finance**  
**11/30/2021**  
**County Commissioners Meeting**

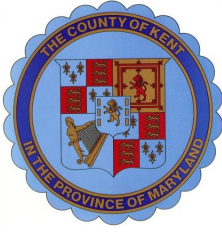
**Item Summary:**

eCheck Authorization

**ATTACHMENTS:**

Description





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**Jamie Williams, Director, Economic and Tourism Development**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Additional Online Sales and Telework Grant Approvals

**ATTACHMENTS:**

Description

Grant Overview

## **American Recovery Act – Online Sales or Telework Grant**

The County Commissioners of Kent County, Maryland recognize the distressing economic impact COVID-19 continues to have on businesses. The American Recovery Act provided funding for Online Sales and Telework to assist businesses and nonprofits in setting up or expanding an online sales framework and offering employees telework opportunities and will be dispersed through the Economic and Tourism Development Department.

### **TERMS AND CONDITIONS**

Grants for Kent County businesses and nonprofits up to \$3,000

#### **To be eligible for a grant under the Program, the applicant must:**

- Have been established prior to March 9, 2020;
- Be registered and in good standing with Maryland SDAT;
- Currently be in operation;
- Have a physical location within Kent County; and
- Priority will be given to applicants that do not have more than 20 total employees (including part-time employees), excluding the owner

#### **Use of funds:**

- Expenses incurred to establish or expand online sales or
- Expenses to provide telework
- Expenses incurred between March 1, 2020 – November 30, 2021

#### **Information required to complete the application:**

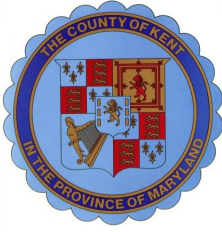
- Federal Tax ID # (EIN)
- Contact Information
- Business mailing and physical address
- Number of employees

Once the applicants are verified and approved, pending funding availability, the applicant will receive the grant check. Applications will be processed within 15 business days of receipt.

**Grantees agrees to report back on the use of funds, no later than November 30, 2021.** Expenses submitted for previous COVID relief programs are not permitted, no 'double dipping'.

Businesses and nonprofits who have not received a COVID-19 Business Relief Grant or Loan from the Maryland Department of Commerce, or a grant from the Maryland Department of Labor for the purchase of equipment to assist in the expansion of opportunities for telework, will receive priority consideration. Those who have received previous funding are still eligible to apply.

The funds will be administered under the direction of the Kent County Department of Economic and Tourism Development. For more information contact [econdev@kentgov.org](mailto:econdev@kentgov.org) or 410-810-2168. Visit [www.kentcounty.com/grants](http://www.kentcounty.com/grants) to complete the application.



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**Rosemary Ramsey Granillo, Director, Kent County Local Management  
Board  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

FY2022 Community Partnership Agreement

**ATTACHMENTS:**

**Description**

11.30.21 Community Partnership Agreement By and Between State of Maryland, Through Children's Cabinet, and Kent County Local Management Board, To Develop a More Comprehensive Integration of Children and Family Services

**COMMUNITY PARTNERSHIP AGREEMENT**  
**BETWEEN**  
**STATE OF MARYLAND**  
**AND**  
**KENT COUNTY, MARYLAND**

This Community Partnership Agreement ("**Agreement**") effective, as of July 1, 2021, between the State of Maryland ("**State**"), acting by and through the Children's Cabinet ("**Cabinet**"); and **Kent County, Maryland** ("**Subdivision**"), acting by and through the **Kent County Local Management Board** ("**Board**"), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

**WHEREAS**, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

**WHEREAS**, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State's three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children, youth and families as articulated in the **Board's** community plan; and,

**WHEREAS**, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

**I.     SCOPE**

The purpose of this **Agreement** is to establish a Community Partnership Agreement in **Kent County, Maryland** to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of the programs/strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and,
2. Appendix B, which contains the annual budget for **Cabinet-funded** programs/strategies and Board Support.

**II.    PROGRAMS AND SERVICES TO BE PROVIDED**

- A.     The programs, services, requirements, conditions and other activities of the

**Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards ("Manual"), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.

- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations ("COMAR"); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the **Governor's Office of Crime Prevention, Youth, and Victim Services ("Office")**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V "MODIFICATIONS").

### III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2022 (July 1, 2021 – June 30, 2022) unless modified or terminated under Sections V. ("MODIFICATIONS") and VI. ("TERMINATION") herein, and unless renewed thereafter upon the mutual written agreement of the parties.

### IV. FUNDING

- A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Office** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Office** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.
- B. Conditions:
  - 1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
  - 2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including

Appendices A and B.

3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.
  4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.
  5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Office**.
- C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.
- D. Withholding and Repayment of Funds:
1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
    - a) Comply with the terms and conditions of this **Agreement**, including any and all **Children's Cabinet reporting requirements**; and/or,
    - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
  2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.
  3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

No amendment or modification to this **Agreement** is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar day's written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon



sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.

- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

## **VII. REVIEW PROCESS**

The **Board** may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Assistant Deputy Director of the Office within thirty (30) calendar days of the decision. The Assistant Deputy Director for the Office will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Assistant Deputy Director's response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Assistant Deputy Director's response.

## **VIII. GENERAL PROVISIONS AND CONDITIONS**

- A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted

bribery, or conspiracy to bribe under the laws of any state or the United States.

- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.
- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.
- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2021 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

IN WITNESS WHEREOF, the **State** and **Subdivision** have executed this **Agreement**.

**THE STATE OF MARYLAND**

BY: \_\_\_\_\_

Deputy Director for the Governor's Office of Crime Prevention,  
Youth, and Victim Services on behalf of the Children's Cabinet

DATE: \_\_\_\_\_

**LOCAL MANAGEMENT BOARD**

BY: \_\_\_\_\_, Chair

Local Management Board of **Kent County**

DATE: \_\_\_\_\_

**SUBDIVISION**

BY: P. Thomas Mason, (Local official)

**Kent County**

DATE: November 30, 2021,

Approved as to Form and Legal Sufficiency

This 30<sup>th</sup> day of November, 2021

By: Theresa M. Yee

**Kent County** Legal Counsel

Kent County Local Management Board FY22 Appendix A

| Prioritized Result(s) | Prioritized Indicator(s) | Program/Strategy Name | Program/Strategy Description | Target Population | Performance Measures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FY22 Funding | Children's Cabinet Priority |
|-----------------------|--------------------------|-----------------------|------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
|                       |                          | Board Support         | LMB administrative expenses  |                   | <p><b>How Much:</b></p> <ul style="list-style-type: none"> <li># of initiatives for which Board convenes the initial interagency or community group</li> <li># of initiatives in which the Board is an active participant.</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>#/% of the Board's total revenue that is obtained from non-Children's Cabinet awarded sources (county funds, foundations, federal grants, etc.) to fund administrative costs and/or programs/ strategies.</li> <li>#/% of all Board staff that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer.</li> <li>#/% of programs/strategies incorporating ACEs concepts in planning efforts and interventions</li> <li>#/% of programs/strategies incorporating ACEs research and local ACEs data to identify groups of people who may be at higher risk for behavioral health concerns and conduct targeted prevention efforts</li> <li>#/% of programs/strategies that employ one or more clinically researched practices (including</li> </ul> | \$119,588    |                             |

|                                           |                                                                                           |                                                                                          |                                                                                                                                    |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------|
|                                           |                                                                                           |                                                                                          |                                                                                                                                    |                                                                                                                                                                                                                                                                    | <p>promising practices, best practices, and evidence-based practices) that have some demonstrated success with youth</p> <p><b>Better Off?</b></p> <ul style="list-style-type: none"> <li>• #/% of new and ongoing programs/strategies that meet or exceed performance measure targets (no less than 80% of all performance measures per program/strategy are met or exceeded) that are heading in the right direction or turning the curve.</li> <li>• #/% of staff and/or participants who reported an understanding of race equity principles after participating in training and education opportunities</li> <li>• #/% of programs/strategies that collected and analyzed disaggregated performance data by race and ethnicity</li> </ul> |           |                           |
| Families are Safe and Economically Stable | <ul style="list-style-type: none"> <li>• Child Poverty</li> <li>• Child Hunger</li> </ul> | Healthy Families Mid-Shore Home Visiting (Vendor: Queen Anne's County Health Department) | Accredited program to provide in-home support to overburdened families with children 0-5 at risk of adverse childhood experienced. | First time parents selected from low income families eligible for Maryland Children's Health Program or uninsured Kent County families. A family assessment worker at the Kent County Health Department screens and enrolls families. Families are referred by the | <p><b>How Much:</b></p> <ul style="list-style-type: none"> <li>• # of families served by Home Visitors (meet minimum # of visits required for program effectiveness)</li> <li>• # of home visits from the Healthy Families Home Visitor</li> </ul> <p><b>How Well:</b></p> <ul style="list-style-type: none"> <li>• #/% of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation</li> <li>• #/% of participants that maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting</li> </ul>                                                                                                                                                   | \$140,000 | Reducing Childhood Hunger |

|                                   |                                                                                    |                                                                            |                                                                                                                                     |                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |                                                                              |
|-----------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------|
|                                   |                                                                                    |                                                                            |                                                                                                                                     | Health Department, other partner agencies, or seek services themselves.                                                                                                                                                                                    | Inventory* (measuring same thing using a different tool, will mention LSP in data discussion)<br><b>Better Off:</b> <ul style="list-style-type: none"> <li>• #/% of participants without indicated child abuse/neglect findings while enrolled in the program</li> <li>• #/% of participants who report increase in self-sufficiency</li> <li>• #/% of participants who report a reduction in food insecurity</li> <li>• #/% of participants who report an increase in food/meal availability</li> </ul>                                                                                                                                                                        |           |                                                                              |
| Children are Successful in School | <ul style="list-style-type: none"> <li>• PARCC Math Chronic Absenteeism</li> </ul> | Trojan Influence After School Program (Vendor: Kent County Public Schools) | After school program for 6 <sup>th</sup> to 8 <sup>th</sup> graders focused on positive youth development and academic proficiency. | <ul style="list-style-type: none"> <li>• Low income students who previously have not had access to after school options due to transportation barriers</li> <li>• Racial disparities in math proficiency</li> <li>• Chronically absent students</li> </ul> | <b>How Much</b> <ul style="list-style-type: none"> <li>• # of students enrolled in Trojan Influence</li> <li>• # of community service projects completed</li> </ul> <b>How Well</b> <ul style="list-style-type: none"> <li>• #/% of associated staff trained in trauma informed approaches</li> <li>• Number and percent of youth successfully completing the program</li> </ul> <b>Better Off</b> <ul style="list-style-type: none"> <li>• #/% increase math proficiency on MAP and MCAP by 20% from previous assessment</li> <li>• #/% decrease chronic absenteeism (&gt;10%) each quarter by 20% from January 18-19 baseline (28% of students chronically absent)</li> </ul> | \$100,000 | Increasing Opportunities for Community-Based Programs and Services for Youth |
|                                   | <ul style="list-style-type: none"> <li>•</li> </ul>                                | Local Care Team Coordinator                                                |                                                                                                                                     |                                                                                                                                                                                                                                                            | <b>What/How Much We Do:</b> <ul style="list-style-type: none"> <li>• # of new cases referred to the Local Care Team.</li> <li>• # of cases reviewed by the Local</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$62,777  |                                                                              |

|  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
|--|--|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |  |  |  |  | <p>Care Team:</p> <ul style="list-style-type: none"> <li>• # of Local Care Team trainings provided</li> <li>• # of Local Care Team meetings</li> </ul> <p><b>How Well We Do It:</b></p> <ul style="list-style-type: none"> <li>• #/% of mandated Local Care Team representatives that attend at least 75% of Local Care Team meetings.</li> <li>• #/% of all Local Care Team reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended.</li> </ul> <p><b>Is Anyone Better Off?</b></p> <ul style="list-style-type: none"> <li>• #/% of new youth referred for in-State residential placement who are alternatively served through community-based services.</li> <li>• #/% of new youth referred for out-of-State placement who are alternatively served through in-state community-based services or in-State residential placements.</li> </ul> |  |  |
|--|--|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|



## APPENDIX A - Fiscal Year 2022

### Budget Summary for Entry Into GMS

#### A. GENERAL INFORMATION

|                                |                                    |               |              |                          |
|--------------------------------|------------------------------------|---------------|--------------|--------------------------|
| <b>Local Management Board:</b> | Kent County Local Management Board |               |              |                          |
| <b>Street Address:</b>         | 400 High Street                    |               |              |                          |
| <b>City:</b>                   | Chestertown                        | <b>State:</b> | Maryland     | <b>Zip:</b> 21620        |
| <b>Point of Contact:</b>       | Rosemary Ramsey Granillo           | <b>Phone:</b> | 410-810-2671 | <b>Fax:</b> 410-810-2674 |
| <b>Federal Taxpayer ID:</b>    | 52-6000974                         |               |              |                          |

#### B. BUDGET SUMMARY (Board Support and Programs/Strategies)

|                      | <u>Children's Cabinet Fund</u> | <u>Non - Children's Cabinet<br/>Funds that Directly<br/>Support CPA - CASH MATCH</u> | <u>Non - Children's Cabinet<br/>Funds that Directly<br/>Support CPA - IN KIND</u> |
|----------------------|--------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Personnel            | 345,653.00                     | 151,467.00                                                                           | 0.00                                                                              |
| Operating Expenses   | 3,096.00                       | 8,894.00                                                                             | 0.00                                                                              |
| Travel               | 51,021.00                      | 1,628.00                                                                             | 0.00                                                                              |
| Contractual Services | 7,967.00                       | 30,783.00                                                                            | 0.00                                                                              |
| Equipment            | 0.00                           | 2,000.00                                                                             | 0.00                                                                              |
| Other                | 14,628.00                      | 7,926.00                                                                             | 0.00                                                                              |
| <b>Grand Total</b>   | <b>422,365.00</b>              | <b>202,698.00</b>                                                                    | <b>0.00</b>                                                                       |

## APPENDIX A - Fiscal Year 2022

### A. GENERAL INFORMATION

**Local Management Board:** Kent County Local Management Board

**Street Address:** 400 High Street

**City:** Chestertown MD

**Zip:** 21661

**Point of Contact:** Rosemary Ramsey Granillo

**Phone:** 410-810-2673

**Fax:** 410-810-2674

**Federal Taxpayer ID:** 52-6000974

### B. TYPE OF AWARD

New ☒

Modification ☐

Supplemental ☐

Reduction ☐

### C. AFFIRMATION

The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.

Local Management Board Chair

Date

Local Management Board Point of Contact

Date

State Official

Date

### D. TERMS and CONDITIONS (for Governor's Office for Children use only)

☒

Attached Pages

4 (Enter Number of Pages)

## APPENDIX B - Fiscal Year 2022

| A. GENERAL INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                       |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|------------------------------------|
| Local Management Board: Kent County Local Management Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                       |                                    |
| Street Address: 400 High Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                       |                                    |
| City: Chestertown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | State: Maryland                       | Zip: 21620                            |                                    |
| Point of Contact: Rosemary Ramsey Granillo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Phone: 410-810-2673                   | Fax: 410-810-2674                     |                                    |
| Federal Taxpayer ID: 526000974                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                       |                                    |
| B. TYPE OF AWARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                       |                                    |
| New <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Modification <input type="checkbox"/> | Supplemental <input type="checkbox"/> | Reduction <input type="checkbox"/> |
| <div style="display: flex; justify-content: space-between; margin-top: 100px;"> <div>STATE FUNDS:</div> <div><u>\$422,365.00</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 100px;"> <div>TOTAL CHILDREN'S CABINET REQUEST</div> <div>\$ <u><u>422,365.00</u></u></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                       |                                    |
| D. AFFIRMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                       |                                    |
| <p>The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge.</p> <p>The Governor's Office of Crime Prevention, Youth, and Victim Services affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best of its knowledge.</p> <div style="margin-top: 20px;"> <div style="background-color: yellow; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Local Management Board Chair</span> <span>Date</span> </div> </div> <div style="margin-top: 20px;"> <div style="background-color: yellow; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Local Management Board Point of Contact</span> <span>Date</span> </div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <span>State Official</span> <span>Date</span> </div> </div> |                                       |                                       |                                    |

**BOARD SUPPORT BUDGET AND REVENUE**  
Fiscal Year 2022

LMB: Kent County Local Management Board

| DESCRIPTION                                                                                    | Community Partnership Agreement |                                                                     |                                                                  |           | Budget Narrative                                                                                                                                |
|------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                | Children's Cabinet Funds        | Non-Children's Cabinet Funds that Directly Support CPA (Cash Match) | Non-Children's Cabinet Funds that Directly Support CPA (In-Kind) | Total     |                                                                                                                                                 |
| Budget for Local Management Board Support                                                      |                                 |                                                                     |                                                                  |           |                                                                                                                                                 |
| Personnel                                                                                      | 118,100.00                      | 70,052.00                                                           | 0.00                                                             | \$188,152 |                                                                                                                                                 |
| Salaries                                                                                       | 81,323.00                       | 48,404.00                                                           | 0.00                                                             | \$129,727 | Director \$69,727 (CPA 65%, County 35%); Basic Needs Coordinator \$60,000 (CPA 60%, County 40%)                                                 |
| Fringe Costs                                                                                   | 36,777.00                       | 21,648.00                                                           | 0.00                                                             | \$58,425  | Director \$34,448 (CPA 65%, County 35%); Basic Needs Coordinator \$23,977 (CPA 60%, County 40%)                                                 |
| Operating Expenses                                                                             | 0.00                            | 5,408.00                                                            | 0.00                                                             | \$5,408   |                                                                                                                                                 |
| Communications                                                                                 | 0.00                            | 2,100.00                                                            | 0.00                                                             | \$2,100   | KCC: \$175/month*12 months = \$2,100 staff cell phones for 3 staff members                                                                      |
| Postage                                                                                        | 0.00                            | 8.00                                                                | 0.00                                                             | \$8       | KCC: based on FY21 spending                                                                                                                     |
| Utilities                                                                                      | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Advertising                                                                                    | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Office Supplies                                                                                | 0.00                            | 1,800.00                                                            | 0.00                                                             | \$1,800   | KCC: \$300 USRC: black toner \$600/4; color toner \$500/2; flip chart paper \$150/3; case of paper \$120/4; markers, pens \$30; calendars \$100 |
| Insurance                                                                                      | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Rent/Mortgage                                                                                  | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Printing/Duplication                                                                           | 0.00                            | 1,500.00                                                            | 0.00                                                             | \$1,500   | KCC: 500 trifolds \$500 USRC: copies of community plan \$200/35 copies; semi gloss color double sided flyers \$800/1,666                        |
| Information System                                                                             | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Vehicle Operating (other than Insurance)                                                       | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Travel                                                                                         | 649.00                          | 1,160.00                                                            | 0.00                                                             | \$1,809   |                                                                                                                                                 |
| Business Travel                                                                                | 649.00                          | 1,160.00                                                            | 0.00                                                             | \$1,809   | 3,230 miles @ .56 mileage rate 2021 (36% GOC, 64% County)                                                                                       |
| Conferences/Conventions                                                                        | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Contractual Services                                                                           | 839.00                          | 30,683.00                                                           | 0.00                                                             | \$31,522  |                                                                                                                                                 |
| Training                                                                                       | 839.00                          | 1,083.00                                                            | 0.00                                                             | \$1,922   | UMD Trauma Certification for SOC Coordinator \$1,650; CEU regional training opportunities \$272/2 (CPA 44%, KCC 56%)                            |
| Consultant (other than Legal & Accounting/Auditing)                                            | 0.00                            | 29,600.00                                                           | 0.00                                                             | \$29,600  | KCC: \$27,850 MSDE: \$1,750; Graphic design; FY22 Needs Assessment                                                                              |
| Legal                                                                                          | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Accounting/Auditing                                                                            | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Equipment                                                                                      | 0.00                            | 2,000.00                                                            | 0.00                                                             | \$2,000   |                                                                                                                                                 |
| Office Equipment/Furniture                                                                     | 0.00                            | 2,000.00                                                            | 0.00                                                             | \$2,000   | USRC laptop \$1,500; chairs \$500                                                                                                               |
| Other                                                                                          | 0.00                            | 3,207.00                                                            | 0.00                                                             | \$3,207   |                                                                                                                                                 |
| Vehicle Purchase and Lease                                                                     | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Program Supplies (not included in Board Support)                                               | 0.00                            | 0.00                                                                | 0.00                                                             | \$0       |                                                                                                                                                 |
| Professional Dues/Publications/Subscriptions                                                   | 0.00                            | 1,867.00                                                            | 0.00                                                             | \$1,867   | \$115 Chamber of Commerce, \$132 Kent County News; Canva \$120; \$600 MALMB; Gov't Relations \$900                                              |
| Food                                                                                           | 0.00                            | 1,300.00                                                            | 0.00                                                             | \$1,300   | MSDE: \$200 KCC: \$600 USRC: \$500                                                                                                              |
| Bank Card annual fee                                                                           |                                 | 40.00                                                               |                                                                  | \$40      | Bank of America annual credit card fee                                                                                                          |
| TOTAL Budget for Board Support                                                                 | \$119,588                       | \$112,510                                                           | \$0                                                              | \$232,098 |                                                                                                                                                 |
| Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin): |                                 |                                                                     |                                                                  |           |                                                                                                                                                 |
| County/City Direct Revenue (Cash)                                                              |                                 | 104,293.00                                                          |                                                                  |           |                                                                                                                                                 |
| County/City In-Kind                                                                            |                                 |                                                                     | 0.00                                                             |           |                                                                                                                                                 |
| Fee for Service                                                                                |                                 | 0.00                                                                | 0.00                                                             |           |                                                                                                                                                 |
| Other (MSDE)                                                                                   |                                 | 3,217.00                                                            | 0.00                                                             |           |                                                                                                                                                 |
| Other (Upper Shore Regional Council)                                                           |                                 | 5,000.00                                                            | 0.00                                                             |           |                                                                                                                                                 |
| TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA                                |                                 | \$112,510                                                           | \$0                                                              |           |                                                                                                                                                 |
| CPA/Children's Cabinet FUNDING REQUEST                                                         | \$119,588                       |                                                                     |                                                                  |           |                                                                                                                                                 |
| TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA                           |                                 |                                                                     |                                                                  | \$232,098 |                                                                                                                                                 |

## SUMMARY OF COMMUNITY PARTNERSHIP AGREEMENT PROGRAMS/STRATEGIES

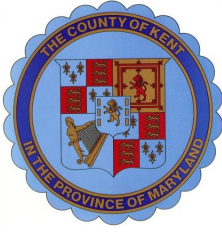
### Fiscal Year 2022

**LMB: Kent County Local Management Board**

[illegible]

|                                                                                                        |  |           |                     |      |                                   |
|--------------------------------------------------------------------------------------------------------|--|-----------|---------------------|------|-----------------------------------|
| Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Programs Only): |  |           |                     |      |                                   |
| County/City Direct Revenue (Cash)                                                                      |  |           | 19,987.00           |      |                                   |
| County/City In-Kind                                                                                    |  |           |                     | 0.00 |                                   |
| Fee for Service                                                                                        |  |           | 0.00                | 0.00 |                                   |
| Other (MSDE)                                                                                           |  |           | 61,132.00           | 0.00 |                                   |
| Other (Upper Shore Regional Council)                                                                   |  |           | 0.00                | 0.00 |                                   |
| TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA - (Programs Only)                      |  |           | \$81,119            | \$0  | Error! Budget totals do not match |
| CPA/Children's Cabinet FUNDING REQUEST - (Programs Only)                                               |  | \$302,777 | Error-Cells E34 and |      |                                   |
| TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA - (Programs Only)          |  |           | E43 must equal      |      | \$383,896                         |





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**Rosemary Ramsey Granillo, Director, Kent County Local Management  
Board  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Trojan Influence After School Program

**ATTACHMENTS:**

**Description**

11.30.21 Memorandum of Agreement By and Between Kent County Local Management Board and Kent County Public Schools, Trojan Influence After School Program (FY22- CPA)

MEMORANDUM OF AGREEMENT  
by and between  
KENT COUNTY LOCAL MANAGEMENT BOARD  
and  
KENT COUNTY PUBLIC SCHOOLS

(FY22: CPA– Trojan Influence After School Program)

THIS MEMORANDUM OF AGREEMENT (this “MOA”) dated November 30<sup>th</sup>, 2021 is between Kent County Local Management Board (the “KCLMB”) located at 400 High Street, Chestertown, Maryland 21620 and the organization known as Kent County Public Schools, of 5608 Boundary Ave, Rock Hall, Maryland, 21661. (the “Vendor”).

WHEREAS, THE PARTIES DESIRE TO WORK TOGETHER in the provision of Kent County Public Schools and all other local agencies, to operate and implement the Trojan Influence After School Program and to evaluate the outcomes funded and/or administered by KCLMB;

WHEREAS, Kent County Local Management Board received funding from the Children’s Cabinet Interagency Fund, towards this program; and,

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

NOW THEREFORE, the parties hereto agree as follows:

**SECTION I. SCOPE OF RELATIONSHIP**

A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to engage with it to provide after school programming at Kent County Middle School, as further outlined and described in Exhibit A. This program will meet the State of Maryland’s specifications in service, administration, and reporting as set forth in the separate funding agreements between Kent County, and the State of Maryland (the “State”); acting by and through the Governor’s Office for Crime Prevention, Youth & Victim Services and the Kent County Commissioner’s. KCLMB will provide the primary funding for services. The amount of funding to Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

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

- (1) Track and report financial records and program information, including outcomes, in a manner consistent with State and local KCLMB reporting requirements. Unless otherwise stipulated by the KCLMB, Vendor shall provide such reports on a quarterly basis to KCLMB no later than ten



business days after the end of each quarter.

- (2) Provide KCLMB and select State agencies access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes, at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, and annual reports, etc.

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

## SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is one hundred thousand dollars (\$100,000), funded through the Governor's Office of Crime Prevention, Youth & Victim Services' Community Partnership Agreement.

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

B. Term. This MOA extends for 12 months, from July 1, 2021 through June 30, 2022. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year to date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance and negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

D. KCLMB Manual. Funding under this MOA is conditioned upon compliance with the Local Management Board Policies and Procedures Manual issued July 1, 2019 by the Governor's Office for Children (the "KCLMB Manual"), as amended from time thereafter, and incorporated herein by reference. A copy of the KCLMB Manual is available for review in KCLMB offices or may be downloaded from the Internet website of the Governor's Office for Children at: <http://goc.maryland.gov/lmb/> under Local Management Boards Resources at the bottom of the page.

E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.

F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14<sup>th</sup>). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.

G. Property, Records and Data. Any reports, data, studies, property, equipment or other materials generated, purchased or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by KCLMB and the State. Financial records shall be maintained by Vendor for five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".

H. Service Records.

- i. Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
- ii. Service records will be retained for five (5) years after the child turns 21 years old.
- iii. Service records in any form generated or arising from the use of State funds provided under this contract are the sole and exclusive property of the State.

I. Laws and Regulations. Vendor agrees to accept such additional conditions imposed by KCLMB governing the use of funds or performance of services under the MOA as required by federal, State or local law. Such additional conditions shall not become effective until Vendor has been notified in writing.

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

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
- (2) Vendor will provide no religious instruction or counseling, conduct no religious services or worship (not including voluntary nondenominational prayer before

meetings or other events), engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities or programs under this MOA.

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

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

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

### SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services as provided. The Vendor shall request funding distributions in writing, accompanied by a report which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. Contactor may request one month of the funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.

B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within 14 days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.

C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes realized and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

D. Financial Audit. The Vendor shall submit a copy of the organization's financial audit of the funding period.

**SECTION IV. INDEMNIFICATION**

The Vendor agrees (individually and on behalf of the organization, if any, which Vendor represents) to indemnify and hold harmless KCLMB from any and against any losses, claims, damages, liabilities, costs (including attorney's fees), judgments, fines, amounts paid on account thereof (whether in settlement or otherwise), expenses, and fees arising out of, or in any manner pertaining to:

- A. Equipment and/or supplies provided or used by the Vendor; and
- B. Damages, injury or loss to any persons and/or property resulting from any act or omission of the Vendor's employees, agents, officers, subcontractors or volunteers, in connection with, or arising from, this MOA.
- C. The indemnification of KCLMB under the provisions of this section shall survive the expiration or earlier termination of this MOA.

**SECTION V. ASSIGNMENT**

Vendor shall not assign this MOA, except in writing with the prior written approval of the KCLMB. This MOA shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this MOA.

**SECTION VI. CONFIDENTIALITY**

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

**SECTION VII. COMPLIANCE and GRIEVANCES**

**A. MOA Compliance.**

(1) If the Vendor is dilatory in the performance of services, record keeping and/or the filing of reports as required under this MOA, KCLMB Director (or designee) shall notify the Vendor in writing. Vendor shall address any such performance/compliance issue(s) to the satisfaction of KCLMB within the time frame specified by the KCLMB.

(2) In the event of significant or repeated incidences of non-compliance with respect to the provisions of this MOA, KCLMB Director (or designee) shall notify the Vendor in writing, and such notice shall include a detailed explanation of the Vendor's deficiencies, recommended corrective or mitigating measures, and a reasonable time frame for response and curative action.

(3) The failure of Vendor to timely and/or adequately respond to notice from KCLMB pursuant to subsection (1) or (2) above may result in modifications to, or termination of, this MOA.

**FY22 CPA**  
**Trojan Influence After School Program**

B. Grievance Procedure. Disputes between KCLMB and Vendor shall be resolved in accordance with the following procedures:

(1) Open lines of communication between Vendor and KCLMB are encouraged to ensure productivity and positive outcomes as envisioned under this MOA.

(2) Both parties to this MOA shall make every reasonable effort to exercise discretion and professionalism in resolving differences of opinion or interpretation.

(3) After first attempting to resolve differences verbally or writing with KCLMB personnel, the Vendor may request a meeting(s) with KCLMB Director. Such request shall be in writing and must include an explanation of the issue(s) to be addressed and a recommended course of action, if any. FCPKC Director must respond to such request within ten (10) days of receipt, and the requested meeting shall occur within fourteen (14) days of receipt of the request, unless the parties agree to a later meeting date.

(4) If, after meeting with KCLMB Director, differences between the parties remained unresolved, the Vendor may file an appeal with the Kent County Local Management Board. Such request shall be in writing, addressed to the Chairperson, and shall include an explanation of the issue(s) to be addressed, recommended actions or relief sought, and supporting documentation.

(5) An appeal from a decision of the KCLMB Director will be referred to the Executive Committee of KCLMB for consideration. The Executive Committee shall hear and decide the matter within thirty (30) days from receipt of the appeal, and shall notify the grieving party of their decision in writing no more than fifteen (15) days thereafter.

**SECTION VIII. MISCELLANEOUS**

A. Governing Law. This MOA shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

B. Non-Waiver. No indulgence, waiver, election or non-election by KCLMB under this MOA shall affect Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

**FY22 CPA  
Trojan Influence After School Program**

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

Witness our hand and seals:

KENT COUNTY LOCAL MANAGEMENT BOARD

P. Thomas Mason

11/30/21

Name: Thomas Mason

Date

Title: President, Kent County Commissioners

Kent County Public Schools

Dr. Karen M. Couch

11/16/21

Name: Dr. Karen Couch

Date

Title: Superintendent, KCPS

52-6000976

FEIN/Employer ID

## **EXHIBIT A**

The vendor, Kent County Public Schools and Kent County Middle School more specifically, is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Trojan Influence After School Program.

The program targets low income 6<sup>th</sup> to 8<sup>th</sup> grade students for positive youth development and academic proficiency. This target was established based on racial disparities in math proficiency and the rate of chronically absent students in the middle school.

The program increases opportunities for community based programs and services for youth – a priority for the Governor’s Office of Crime Prevention, Youth & Victim Services.

Description: Trojan Influence After School program at Kent County Middle School in Chestertown serves all sixth through eighth grade public school students from the district. The program offers afterschool bussing (the only school based program to currently do so), which will most benefit low income students from remote areas of the county who haven’t been able to participate in afterschool offerings due to transportation barriers.

Trojan Influence will use two evidence-based curriculums to address the programs goals of increasing math proficiency and engaging students through personal development to ensure that they positively connect with school and improve attendance. Additionally, the program includes time and resources for community service projects. Each day, following snack and community time, students break into three groups and spend approximately one-third of each session in each of the three components (Imagine Math, Positive Action, and Community Service). Activities are managed by the Trojan Influence Coordinator and supervised by 3 certified teachers.

The first component addresses deficits in math skills as reflected on state testing in Grades 3-8 that often limit student choice in high school and produce poorer outcomes in higher education and/or employment. Math attainment is addressed using a research based digital program called “**Imagine Math**”. Imagine Math provides online individualized adaptive instruction and breaks down skills into component parts to help students develop math skills. Imagine Math is reasonably priced, directly aligned to standards, and readily manageable by teachers whose backgrounds are not in mathematics. Trojan Influence participants takes advantage of the Kent County Public Schools 1:1 technology device initiative and use their own device for this portion of the program.

The second component builds student’s strengths and positive engagement with school through an evidence-based curriculum called **Positive Action**. It includes school wide climate change and a detailed curriculum with lessons 2 times a week for 15-20 minutes. Lessons are for each grade level, are scripted and age-appropriate. Students’ materials include activity booklets, journals and other lesson aids. The content of the program is included in six units that form the foundation for the whole program. The first unit teaches the philosophy of the program and the Thoughts-Actions-Feelings about Self cycle, and provides an introduction to the nature and relevancy of positive and negative actions/behaviors. Units 2-6 teach the positive actions for the physical, intellectual, social, and emotional areas. There are two school-wide climate development kits and a Counselor’s kit. The contents delivered through the climate development and counselor kits reinforce the classroom



**FY22 CPA**  
**Trojan Influence After School Program**

curriculum by coordinating the efforts of the entire school in the practice and reinforcement of positive actions.

The third component provides a positive outlet for students' creative and social energy. Staff will offer some options for initial **community service projects** and as the year progresses, encourage them to develop their own projects and partnerships of interest. Examples of initial projects include murals and arts-based projects to help beautify the school and community spaces, mentoring younger students, and revitalizing the campus garden. On-going partnerships with the Kent Cultural Alliance, Chesapeake College, Minary's Dream Alliance, and the Rising Sons Mentoring program are committed to partnering with students to explore options. Washington College's Starr Center for the Study of the American Experience has partnered with the National Museum of African American History and Culture to digitize and curate African American history in Kent County. KCLMB and Kent County Middle School have partnered with this program over the past three years to ensure that Kent County youth are active participants – Trojan Influence students will be given priority to play active roles in the year's activities.

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

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

#### **Duration of Program Services**

The services described will be carried out during the period July 1, 2021 to June 30, 2022. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

#### **Contact Information**

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

#### **Reporting Requirements:**

*All narrative and data reports are due quarterly unless otherwise indicated.* The quarterly reporting periods are: July 1 – September 30; October 1-December 31; January 1- March 31; April 1- June 30. 1<sup>st</sup> Quarter reports are not required due to the school year schedule. All narrative and data reports are due the 10th business day of the month following the end of the quarter. Reports may be submitted prior to this date; reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed, to [rramseygranillo@kentgov.org](mailto:rramseygranillo@kentgov.org)

#### **Due dates for FY22 are as follows:**

1. January 14<sup>th</sup>
2. April 14<sup>th</sup>
3. July 14<sup>th</sup>

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only. (due monthly to KCLMB)
  - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item and categories, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
  - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
  - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative. Please answer the following questions in a Microsoft Word document:  
*Bullet points are acceptable, where appropriate.*
  - Briefly describe the work performed / activities delivered this quarter. List highlights and successes. List program obstacles and challenges, and steps taken to overcome them.
  - Describe program procedures to obtain participant pre and post surveys, both from participants who complete the program, as well as from participants who exit the program early. Original surveys will be reviewed during site visits.
  - Describe credentialing efforts, credentialing status, and any staffing changes affecting the program.
  - At least twice a year include a vignette of a participant who has benefitted from the program.
  - Technical assistance requests.
2. Exhibit C-2, Performance Measure Data – due quarterly. This is for program performance measures that the State and KCLMB uses to monitor program effectiveness. Please see attached spreadsheet and directions detailing the information to be reported in excel worksheet provided.

**Additional Contract Requirements:**

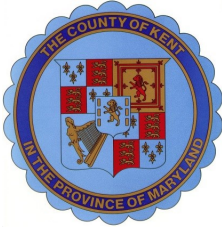
1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more

FY22 CPA  
Trojan Influence After School Program

*Mary Helen Spiri*

Name: Dr. Mary Helen Spiri  
Title: Principal, KCMS

Date 11/16/21



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**Rosemary Ramsey Granillo, Director, Kent County Local Management  
Board  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Request to Contract with Queen Anne's County Health Department

**ATTACHMENTS:**

**Description**

11.30.21 Memorandum of Agreement, By and Between Kent County Local Management Board and Queen Anne's County Department of Health, FY22 CPA and MSDE, Healthy Families Mid-Shore Home Visiting

MEMORANDUM OF AGREEMENT  
by and between  
KENT COUNTY LOCAL MANAGEMENT BOARD  
and  
QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH  
(FY22: CPA– Healthy Families Mid-Shore Home Visiting)

THIS MEMORANDUM OF AGREEMENT (this “MOA”) dated November 30<sup>th</sup>, 2021 is between Kent County Local Management Board (the “KCLMB”) located at 400 High Street, Chestertown, Maryland 21620 and the organization known as Queen Anne's County Department of Health, of 206 Commerce Street, Centreville, Maryland 21617, (the “Vendor”).

WHEREAS, THE PARTIES DESIRE TO WORK TOGETHER in the provision of Kent County Health Department and all other local agencies, to operate and implement the Healthy Families Mid-Shore Home Visiting Program and to evaluate the outcomes funded and/or administered by KCLMB;

WHEREAS, Kent County Local Management Board received funding from the Children's Cabinet Interagency Fund, and the Maryland State Department of Education (MSDE) towards this program; and,

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

NOW THEREFORE, the parties hereto agree as follows:

**SECTION I. SCOPE OF RELATIONSHIP**

A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to engage with it to provide home visiting services through the Healthy Families Mid-Shore Home Visiting Program, as further outlined and described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting as set forth in the separate funding agreements between Kent County, and the State of Maryland (the “State”); acting by and through the Governor's Office for Children, the Maryland State Department of Education, and the Kent County Commissioner's. KCLMB will provide the primary funding for services. The amount of funding to Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

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

- (1) Track and report financial records and program information, including outcomes, in a manner consistent with State and local KCLMB reporting requirements. Unless otherwise stipulated by the KCLMB, Vendor shall provide such reports on a quarterly basis to KCLMB no later than the



following dates: October 14<sup>th</sup>, January 14<sup>th</sup>, April 14<sup>th</sup> and July 12<sup>th</sup>.

- (2) Provide KCLMB and select State agencies access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes, at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, and annual reports, etc.

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

## SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is **Two hundred and one thousand, one hundred and thirty-two dollars (\$201,132.00)**. One hundred and forty thousand dollars (\$140,000.00) is funded through the Governor's Office for Children's Community Partnership Agreement and Sixty-one thousand, one hundred and thirty-two dollars (\$61,132.00) is funded by the Maryland State Department of Education.

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

B. Term. This MOA extends for 12 months, from July 1, 2021 through June 30, 2022. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year to date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance and negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

D. KCLMB Manual. Funding under this MOA is conditioned upon compliance with the Local Management Board Policies and Procedures Manual issued January 1<sup>st</sup>, 2019 by the Governor's Office for Children (the "KCLMB Manual"), as amended from time thereafter, and incorporated herein by reference. A copy of the KCLMB Manual is available for review in KCLMB offices or may be downloaded from the Internet website of the Governor's Office for Children at: <http://goc.maryland.gov/lmb/> under Local

Management Boards Resources at the bottom of the page.

E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.

F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14<sup>th</sup>). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.

G. Property, Records and Data. Any reports, data, studies, property, equipment or other materials generated, purchased or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by KCLMB and the State. Financial records shall be maintained by Vendor for five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".

H. Service Records.

- i. Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
- ii. Service records will be retained for five (5) years after the child turns 21 years old.
- iii. Service records in any form generated or arising from the use of State funds provided under this contract are the sole and exclusive property of the State.

I. Laws and Regulations. Vendor agrees to accept such additional conditions imposed by KCLMB governing the use of funds or performance of services under the MOA as required by federal, State or local law. Such additional conditions shall not become effective until Vendor has been notified in writing.

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

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and



**FY22 CPA and MSDE**  
**Healthy Families Mid-Shore Home Visiting**

- (2) Vendor will provide no religious instruction or counseling, conduct no religious services or worship (not including voluntary nondenominational prayer before meetings or other events), engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities or programs under this MOA.

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

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

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

### SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services as provided. The Vendor shall request funding distributions in writing, accompanied by a report which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. Contactor may request one month of the funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.

B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within 14 days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.

C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes realized and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

D. Financial Audit. The Vendor shall submit a copy of the organization's financial audit of the

funding period.

#### SECTION IV. INDEMNIFICATION

Pursuant to Maryland Code Annotated, State Finance and Procurement Article, § 7-237 (Contracts), the State and the Queen Anne's County Department of Health (LHD), through their duly authorized officers and agents, agree to indemnify any other party to this agreement, only to the extent that funds have been lawfully appropriated by the Maryland General Assembly expressly to pay such an indemnity, and then only up to the limits of the available appropriated funds, if any, for a judgment against any other party to this agreement that results solely from the misfeasance or nonfeasance of the State and the LHD. Except as otherwise provided by law, the State and the LHD have no obligation for the payment of any judgments or the settlement of any claims made against any other party to this agreement or its subcontractors as a result of or relating to the other party's obligations under this agreement. The State and the LHD have no obligation to provide legal counsel or legal defense to any other party or its subcontractors. Any other party to this agreement hereby forever releases the State and the LHD, without limitation, from any other obligation or duty to indemnify any other party for any third-party claims, including without limitation tort or health care malpractice claims, for any direct, indirect, compensatory, special, or punitive damages, or attorney's fees, if any, arising out of, or in connection with any acts or omissions pursuant to this agreement.

#### SECTION V. ASSIGNMENT

Vendor shall not assign this MOA, except in writing with the prior written approval of the KCLMB. This MOA shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this MOA.

#### SECTION VI. CONFIDENTIALITY

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

#### SECTION VII. COMPLIANCE and GRIEVANCES

##### A. MOA Compliance.

(1) If the Vendor is dilatory in the performance of services, record keeping and/or the filing of reports as required under this MOA, KCLMB Director (or designee) shall notify the Vendor in writing. Vendor shall address any such performance/compliance issue(s) to the satisfaction of KCLMB within the time frame specified by the KCLMB.

(2) In the event of significant or repeated incidences of non-compliance with respect to the provisions of this MOA, KCLMB Director (or designee) shall notify the Vendor in writing, and such notice shall include a detailed explanation of the Vendor's deficiencies, recommended corrective or

mitigating measures, and a reasonable time frame for response and curative action.

(3) The failure of Vendor to timely and/or adequately respond to notice from KCLMB pursuant to subsection (1) or (2) above may result in modifications to, or termination of, this MOA.

B. Grievance Procedure. Disputes between KCLMB and Vendor shall be resolved in accordance with the following procedures:

(1) Open lines of communication between Vendor and KCLMB are encouraged to ensure productivity and positive outcomes as envisioned under this MOA.

(2) Both parties to this MOA shall make every reasonable effort to exercise discretion and professionalism in resolving differences of opinion or interpretation.

(3) After first attempting to resolve differences verbally or writing with KCLMB personnel, the Vendor may request a meeting(s) with KCLMB Director. Such request shall be in writing and must include an explanation of the issue(s) to be addressed and a recommended course of action, if any. FCPKC Director must respond to such request within ten (10) days of receipt, and the requested meeting shall occur within fourteen (14) days of receipt of the request, unless the parties agree to a later meeting date.

(4) If, after meeting with KCLMB Director, differences between the parties remained unresolved, the Vendor may file an appeal with the Kent County Local Management Board. Such request shall be in writing, addressed to the Chairperson, and shall include an explanation of the issue(s) to be addressed, recommended actions or relief sought, and supporting documentation.

(5) An appeal from a decision of the KCLMB Director will be referred to the Executive Committee of KCLMB for consideration. The Executive Committee shall hear and decide the matter within thirty (30) days from receipt of the appeal, and shall notify the grieving party of their decision in writing no more than fifteen (15) days thereafter.

#### SECTION VIII. MISCELLANEOUS

A. Governing Law. This MOA shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

B. Non-Waiver. No indulgence, waiver, election or non-election by KCLMB under this MOA shall affect Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

**FY22 CPA and MSDE  
Healthy Families Mid-Shore Home Visiting**

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

Witness our hand and seals:

KENT COUNTY LOCAL MANAGEMENT BOARD

P. Thomas Mason

Name: Thomas Mason

Title: President, Kent County Commissioners

11/30/21

Date

QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

Jennie M Burris

Name: Jennie Burris

Title: Deputy Health Officer

11/23/21

Date

52-6055783

FEIN/Employer ID

## **EXHIBIT A**

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

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

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

Specific goals for the FY22 program year include reducing childhood hunger and fostering economic stability.

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

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

### **Duration of Program Services**

The services described will be carried out during the period July 1, 2021 to June 30, 2022. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

### **Contact Information**

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

### **Reporting Requirements:**

**All narrative and data reports are due quarterly unless otherwise indicated.** The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10<sup>th</sup> business day of the month following the end of the quarter (October 14<sup>th</sup>, January 14<sup>th</sup>, April 14<sup>th</sup> and July 14, 2022). Reports may be submitted prior to this date; reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to [jabner@kentgov.org](mailto:jabner@kentgov.org)

Exhibit B – Expenditure Report

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

**Additional Contract Requirements:**

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



**FY22 CPA and MSDE  
Healthy Families Mid-Shore Home Visiting**

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

**Other Documentation:**

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

**Monitoring Schedule:**

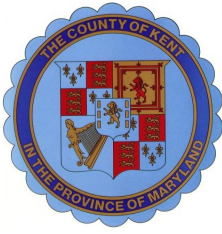
KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal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

Vendor's Acknowledgement:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date





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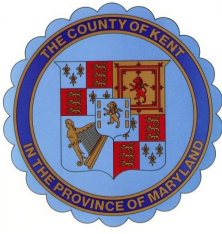
**Parks and Recreation  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Full-Time Facility Monitor Vacancy

**ATTACHMENTS:**

Description



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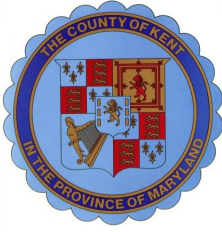
**Public Works - Environmental Operations**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Part-Time Recycling Attendant Position

**ATTACHMENTS:**

Description



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**Roads Division**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Approval to piggyback on an existing competitively bid Howard County, Maryland Contract with American Paving Fabrics, Inc. to surface treat Bessicks Corner Rd., St. James Rd., Walnut Point Rd. and Clark Rd. and to surface treat patch sections of Cliff City Rd., Carroll Clark Rd., Reeses Corner Rd. and Buck Neck Rd.

**ATTACHMENTS:**

**Description**

11.30.21 Contract, By and Between County Commissioners of Kent County and American Paving Fabrics, Inc., in Accordance with the Howard County, Maryland Contract Number 4400003612

Surface Treatment Road List

Road Patching List

# CONTRACT

THIS CONTRACT, made this 30~~t~~<sup>h</sup> day of November 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and American Paving Fabrics, Inc., hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to provide/install Chip Seal Patching and Paving Services to Kent County Roads Division, in accordance with the Howard County, Maryland Contract Number 4400003612.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through June 30, 2022. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein an estimated Two hundred twenty-two thousand forty-four dollars (\$222,044) in conformity with Contract No.: 4400003612.

6. The contract documents include the following:

- a. American Paving Fabrics, Inc. Letter
- b. Howard County, Maryland Contract No. 4400003612

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard

to its conflicts of law principles. Jurisdiction and venue shall lie in State or federal located within the State of Maryland.

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

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

WITNESS/ATTEST

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

Lacey J. Cox 11/30/21

By: P. Thomas Mason 11/30/21  
President of the Kent County Commissioners

AMERICAN PAVING FABRICS, INC.

By: \_\_\_\_\_

President \_\_\_\_\_  
Title \_\_\_\_\_

52-1810889  
Employer Identification Number



11/01/2021

Mr. Dan Voshell  
Kent County Roads Division  
709 Morgnec Road, STE 103  
Chestertown, MD 21620

Reference: Piggybacking Howard County

Mr. Voshell,

American Paving Fabrics, Inc. approves Kent County to piggyback our existing contract with Howard County Contract # 4400003612. We agree to the price of \$1.63 square yard. This service includes CRS2L emulsion, the application of # 7 or # 8 stone (depending on the county's request), traffic control and sweeping of the roads prior to the tar & chip operation. We have attached a copy of our current contract for your review.

Should you require anything additional, please let me know.

Thank you,

  
Kevin McGrath  
President



Howard County, Maryland

OFFICE OF PROCUREMENT AND  
CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226  
Columbia, MD 21046  
(410) 313-6370  
Tax Exemption No. 30001219

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Contract Number: 4400003612

AMERICAN PAVING FABRICS INC  
6910 O'CONNOR ROAD  
HANOVER MD 21076  
USA

| Service Contract |                             |
|------------------|-----------------------------|
| Contract Number: | 4400003612                  |
| Vendor Number:   | 1100280                     |
| Date:            | 07/02/2018                  |
| Contract Term:   | 09/11/2018 to 09/10/2022    |
| Header Target:   | \$4,000,000.00              |
| Ceiling Value:   | \$5,525,631.25 Over 5 Years |
| Buyer:           | Michael V. Decker, CPPB     |
| Telephone:       | 410-313-6375                |
| Fax Number:      | 410-313-6388                |
| Email:           | mdecker@howardcountymd.gov  |

**Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2018-58 and Agreement PA 122-2018, Chip Seal Patching and Paving Services

Contract Change No. 2, 08/11/2021. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/11/2021 to 09/10/2022. All other terms and conditions remain unchanged.

Performance and Payment Bond No. 106932230 \$1,000,000.00.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Kevin McGrath, 410-379-2209, kevin@americanpavingfabrics.com

Agency Contact: Howard Shieh, Bureau of Highways, 410-313-7471, hshieh@howardcountymd.gov

| Item | NIGP Code | Description | Unit | Price |
|------|-----------|-------------|------|-------|
|      |           |             |      |       |





**OFFICE OF PROCUREMENT AND  
CONTRACT ADMINISTRATION**

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Columbia, MD 21046  
(410) 313-6370

| Item                                                                                                                                                                          | NIGP Code | Description                                                        | Unit  | Price        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------|-------|--------------|
| 1                                                                                                                                                                             | 91395     | Paving & Resurfacing, Mobilization<br>Price(Contract/Bid)          | 1 EA  | 1.00 USD     |
| Material Text:<br>Paving and resurfacing, chip seal, patching and paving, mobilization. (\$55,000.00 annually, billed throughout the year in proportion to the project list.) |           |                                                                    |       |              |
| 2                                                                                                                                                                             | 91395     | Paving & Resurfacing, Traffic Maint<br>-MOT<br>Price(Contract/Bid) | 1 DAY | 1,525.00 USD |
| Material Text:<br>Paving and resurfacing, street and pathway, maintenance of traffic                                                                                          |           |                                                                    |       |              |
| 3                                                                                                                                                                             | 91395     | Paving & Resurfacing, Chip Seal<br>Inst/Mat<br>Price(Contract/Bid) | 1 YD2 | 1.63 USD     |
| Material Text:<br>Paving and resurfacing services, street and pathway, chip seal, installation and materials                                                                  |           |                                                                    |       |              |
| 4                                                                                                                                                                             | 91395     | Paving & Resurfacing, Chip<br>Seal-signage<br>Price(Contract/Bid)  | 1 FT2 | 6.00 USD     |
| Material Text:<br>Paving and resurfacing services, street and pathway, chip seal, signage                                                                                     |           |                                                                    |       |              |
| 5                                                                                                                                                                             | 91395     | Paving & Resurfacing, Comp. Chip<br>Sprdr<br>Price(Contract/Bid)   | 1 MON | 6,850.00 USD |
| Material Text:<br>Paving and resurfacing services, street and pathway, 20 Ft Computerized Chip Spreader Rental, Monthly                                                       |           |                                                                    |       |              |
| 6                                                                                                                                                                             | 91395     | Paving & Resurfacing, Steel Roller<br>Price(Contract/Bid)          | 1 MON | 4,875.00 USD |
| Material Text:<br>Paving and resurfacing services, street and pathway, Rubber Tire, Double Drum Steel Roller, Monthly                                                         |           |                                                                    |       |              |



## Howard County, Maryland

### OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226  
Columbia, MD 21046  
(410) 313-6370

Page: 3 / 4  
Contract Number: 4400003612

| Item                                                                                                                                 | NIGP Code | Description                                 | Unit | Price      |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------|------|------------|
| 7                                                                                                                                    | 91395     | Paving & Resurfacing Comp w/20ft bar<br>asp |      |            |
|                                                                                                                                      |           | Price(Contract/Bid)                         | 1 HR | 155.00 USD |
| Material Text:<br>Paving and resurfacing services, street and pathway, Computerized w/20 FT of bar Asphalt Distributor<br>w/operator |           |                                             |      |            |
| 8                                                                                                                                    | 91395     | Paving & Resurfacing, Other Inc Costs       |      |            |
|                                                                                                                                      |           | Price(Contract/Bid)                         | 1 EA | 1.00 USD   |
| Material Text:<br>Paving and resurfacing, chip seal, patching and paving, other incidental costs.                                    |           |                                             |      |            |

#### TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
  - a. Contractor's name;
  - b. Address;
  - c. Federal tax identification number;
  - d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
  - e. Purchase Order number (the first digit is 2XXXXXXXXX);
  - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
  - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
  - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The



Howard County, Maryland

**OFFICE OF PROCUREMENT AND  
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226  
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Contract Number: 4400003612

County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

**10. Remedies for Default**

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

**11. Remedies Cumulative and Concurrent**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature

**Kent County Public Works / Roads Division**  
**FY22 Surface Treating Program (#7/#8 Stone)**

1 coarse each road

Rates of application: 0.5 gallons asphalt & 35 lbs. stone per square yard

Estimate) Asphalt Cost/Gallon:

#7/#8 Chip Stone/Ton:

**Unit Cost**

\$2.00

\$28.30

Total Tons

2,089.3

|   | Road # | Road Name           |   | Length<br>(miles) | Width | Sq. Yards | Tons Stone | Gallons<br>Asphalt | Stone Cost  | Asphalt Cost | Total Cost   | 5.54<br>\$94,300.43 |
|---|--------|---------------------|---|-------------------|-------|-----------|------------|--------------------|-------------|--------------|--------------|---------------------|
| 1 | 356    | Bessicks Corner Rd. | 7 | 1.66              | 20    | 19,477    | 340.9      | 9,739              | \$9,646.15  | \$19,477.33  | \$29,123.48  |                     |
| 1 | 360    | St. James Rd.       | 7 | 2.23              | 20    | 26,165    | 457.9      | 13,083             | \$12,958.38 | \$26,165.33  | \$39,123.71  |                     |
| 1 | 388    | Walnut Point Rd.    | 7 | 1.65              | 18    | 17,424    | 304.9      | 8,712              | \$8,629.24  | \$17,424.00  | \$26,053.24  |                     |
| 2 | 353    | Clark Rd.           | 7 | 4.80              | 20    | 56,320    | 985.6      | 28,160             | \$27,892.48 | \$56,320.00  | \$84,212.48  |                     |
|   |        |                     |   |                   |       |           |            |                    |             |              |              |                     |
|   |        |                     |   |                   |       |           |            |                    |             |              |              |                     |
|   | TOTALS |                     |   | 10.34             |       | 119,387   | 2,089.3    | 59,693             | \$59,126.25 | \$119,386.67 | \$178,512.91 |                     |

5.54  
**\$94,300.43**

4.80  
**\$84,212.48**

Cost per mile: \$17,264.30

**\$178,512.91**

10.34

American Paving

Increase



**Kent County Public Works / Roads Division**  
**Estimate Calculator for Surface Treating Road Sections**

1 coarse each road  
 Rate of application: 0.5 gallons asphalt & 35 lbs. stone per square yd.

Asphalt Cost/Gallon:  
 Nike Base Stone/ton:

| Current Prices       |          |
|----------------------|----------|
| Asphalt Cost/Gallon: | \$2.0000 |
| Nike Base Stone/ton: | \$28.30  |

| Road # | Road Name         | Length | Width | Sq. Yards | Tons Stone | Gallons Asphalt | Stone Cost | Asphalt Cost | Total Cost |
|--------|-------------------|--------|-------|-----------|------------|-----------------|------------|--------------|------------|
| 392    | Cliff City Rd.    | 0.40   | 20    | 4,693     | 82.1       | 2,347           | \$2,324.37 | \$4,693.33   | \$7,017.71 |
| 317    | Carroll Clark Rd. | 0.15   | 18    | 1,584     | 27.7       | 792             | \$784.48   | \$1,584.00   | \$2,368.48 |
| 398    | Reeses Corner Rd. | 0.30   | 20    | 3,520     | 42.2       | 1,760           | \$1,195.39 | \$3,520.00   | \$4,715.39 |
| 363    | Buck Neck Rd.     | 0.60   | 20    | 7,040     | 84.5       | 3,520           | \$2,390.78 | \$7,040.00   | \$9,430.78 |
|        |                   |        |       | 0         | 0.0        | 0               | \$0.00     | \$0.00       | \$0.00     |
|        |                   |        |       |           |            |                 |            |              |            |
|        |                   |        |       |           |            |                 |            |              |            |
|        |                   | 1.45   |       | 16,837    | 237        | 8,419           | 6,695      | 16,837       | 23,532     |

1.45 miles

*America's Paving*

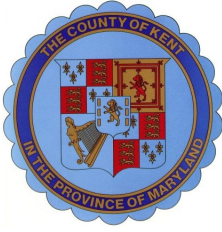
16,837 x  
 1.63 =

27,444.31

*Increase*

27,444.31  
 23,532.36 -

3,911.95



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## **Water and Wastewater Division 11/30/2021 County Commissioners Meeting**

### **Item Summary:**

Water and Wastewater Treatment Chemical Supply Bid Award

### **ATTACHMENTS:**

#### **Description**

11.30.21 Contract, By and Between County Commissioners of Kent County and Intercoastal Trading, Inc., Supply and Delivery of Water and Wastewater Treatment Chemical Supplies, RFP KCWW#21-01

11.30.21 Contract, By and Between County Commissioners of Kent County and Coyne Chemical, Supply and Delivery of Water and Wastewater Treatment Chemical Supplies, RFP KCWW#21-01

# CONTRACT

THIS CONTRACT, made this 30<sup>th</sup> day of November 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Intercoastal Trading, Inc., hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will supply and deliver water and wastewater treatment chemical supplies in accordance with their Bid Proposal provided in response to RFP KCWW#21-01.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to Owner, before beginning any work hereunder, an updated Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the County Commissioners, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall commence the work covered by this contract within 10 days after the date of receipt of the Notice to Proceed.
5. **CONTRACT SUM** The OWNER shall pay the CONTRACTOR in accordance with the unit pricing provided in response to RFP KCWW#21-01.
6. The Contract Documents include the following:
  - a. Exhibit A General Terms & Conditions of Contract between County & Contractor
  - b. Exhibit B Contractor's Proposal dated 10/27/21.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.



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

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

WITNESS/ATTEST

Lacey J. Cox 11/30/21

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 11/30/21  
President of the Kent County Commissioners

INTERCOASTAL TRADING, INC.

By: \_\_\_\_\_

President  
Title

52-1861275  
Employer Identification Number

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**STANDARD SEALED BID FORM SHEET**

**BID NUMBER KCWW 17-02**

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to begin the contract by November 1, 2021 and complete the contract within 365 calendar days.

---

|                                                        |                                         |                                        |
|--------------------------------------------------------|-----------------------------------------|----------------------------------------|
| <b>Drug Abuse Policy in Effect (Circle One)</b>        | <input checked="" type="checkbox"/> YES | NO                                     |
| <b>Insurance certificate attached (Circle One)</b>     | YES                                     | <input checked="" type="checkbox"/> NO |
| <b>Bid Surety Attached? (Circle One)</b>               | YES                                     | <input checked="" type="checkbox"/> NO |
| <b>Signature form executed? (Circle One)</b>           | <input checked="" type="checkbox"/> YES | NO                                     |
| <b>Affidavit of qualification to bid? (Circle One)</b> | <input checked="" type="checkbox"/> YES | NO                                     |
| <b>Non-collusion certificate (Circle One)</b>          | <input checked="" type="checkbox"/> YES | NO                                     |

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

STANDARD SEALED BID FORM

BID NUMBER KCWW 21-01

BIDDER: AGENT: George H Robinson IV

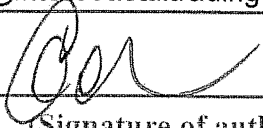
FIRM Name: Intercoastal Trading Inc

ADDRESS: 29 Phillips Industrial Park Drv

Cambridge, MD 21613

TELEPHONE: 410-228-1111

EMAIL: grobinson@intercoastaltrading.net

Submitted by: 

(Signature of authorized agent above)

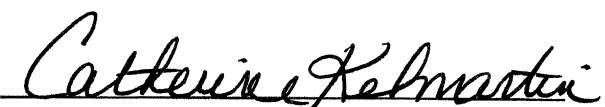
, this 27th day of October 2021.

Accepted by:



Michael S. Moulds, PE  
Director of Public Works

ATTEST:

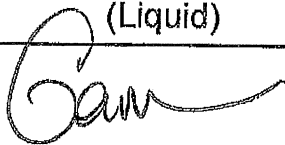
 DATE 10/21/21

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## STANDARD SEALED BID FORM PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                      | Dollars per pound or gallon                                      | Minimum Delivered Quantity |
|-----------------------------------------------|------------------------------------------------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)           | \$2.8500 per gallon bulk<br>\$5.4000 per gallon 15 gal container | 100 gallons<br>15 gallons  |
| Caustic Soda 99.4%<br>(Beads)                 | \$1.04 per pound                                                 | 55 pound bag               |
| Caustic Soda 25%<br>(Liquid)                  | \$2.67 per gallon                                                | 100 gallons                |
| Potash 45%<br>(Liquid)                        | \$6.75 per gallon                                                | 100 gallons                |
| Calcium Hypochlorite 65%<br>(Granular)        | \$2.45 per pound                                                 | 100 pound drum             |
| Alum 50%<br>(Liquid)                          | \$2.95 per gallon bulk<br>\$5.40 per gallon in 15 gal container  | 100 gallons<br>15 gallons  |
| Ferric Chloride 38%<br>(Liquid)               | \$4.11 per gallon                                                | 100 gallons                |
| Citric Acid 50%<br>(Liquid)                   | \$23.10 per gallon                                               | 100 gallons                |
| Polymer 955 or approved alternate<br>(Liquid) | \$2.9500 per pound                                               | 450 pounds                 |
| Polymer 906 or approved alternate<br>(Liquid) | \$2.98 per pound                                                 | 450 pounds                 |
| PolyAluminum Chloride<br>(Liquid)             | InterPac 1111 \$1.23 per pound                                   | 500 pounds                 |
| Micro C 1000<br>(Liquid)                      | \$5.15 per gallon                                                | 100 gallons                |



10/27/2021

Company Representative

Date

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**SIGNATURE FORM**

NAME OF BIDDER: Intercoastal Trading Inc

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: George H Robinson IV

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 29 Phillips Industrial Park Dr

CITY, STATE, ZIP CODE: Cambridge, MD 21613

TELEPHONE NUMBER: 410-228-1111

E-MAIL: grobinson@intercoastaltrading.net

DATE: October 27, 2021

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. 52-1861275

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

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

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT

1. I am the (Title) President and  
the duly authorized representative of the firm of (Name of Corporation)  
Intercoastal Trading Inc

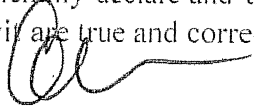
whose address is 29 Phillips Industrial Park Dr. Cambridge, MD 21613  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for  
which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of  
my knowledge, any of its officers, directors, or partners, or any of its employees directly involved  
in obtaining contracts with the State of any county, bi-county, or multi-county agency, or  
subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or  
having during the course of an official investigation or other proceeding, admitted in writing or  
under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe  
under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the  
laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in  
paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition,  
if any) None

I acknowledge that this affidavit is to be furnished to the County Attorney for the  
County Commissioners of Kent County, and where appropriate, to others. I acknowledge that,  
if the representations set forth in this affidavit are not true and correct, the County Commissioners  
of Kent County may terminate any contract awarded and take any other appropriate action. I  
further acknowledge that I am executing this affidavit in compliance with Section 16D of Article  
78A of the Annotated Code of Maryland, which provides that certain persons who have been  
convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be  
disqualified, either by operation of law or after hearing, from entering into contracts with the State  
or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents  
of this affidavit are true and correct.

Signature  Date October 27, 2021

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the President  
(Title)

and the duly authorized representative of the firm of

Intercoastal Trading Inc

whose address is 29 Phillips Industrial Park Dr.

Cambridge, MD 21613

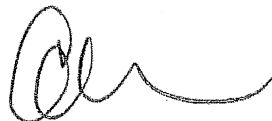
AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, has:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

October 27, 2021

Date



Signature

October 27, 2021

Date

George H Robinson IV

Print Name or Type





**DEPARTMENT OF  
PUBLIC WORKS**

709 Morgnec Road  
Chestertown, MD 21620  
410-778-2600

Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

**KCWW #21-01 CHEMICAL SUPPLIES REQUEST FOR PROPOSAL  
ADDENDUM No. 1  
October 4, 2021**

THE FOLLOWING QUESTIONS ARE A COMPILATION OF ALL RECEIVED BY EMAIL FROM INTERESTED BIDDERS RESPONDING TO THE ABOVE REQUEST FOR PROPOSALS. THE QUESTIONS AND ANSWERS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS. BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THEIR BIDS.

1. ON PAGE 39, THE BID STATES THAT "ALTERNATIVE POLYMERS MUST BE JAR TESTED ON SITE FOR COMPARISON". IS A DIFFERENT POLYMER CONSIDERED A SUBSTITUTION AND SUBJECT TO THE SAME SUBSTITUTION REQUIREMENTS SET FORTH ON PAGES 16 AND 17? **YES ALTERNATIVE POLYMERS ARE A SUBSTITUTION. WE WILL NEED TO EVALUATE THE EFFECTIVENESS OF AN ALTERNATIVE POLYMER TO DETERMINE IF IT PERFORMS AS GOOD AS OR BETTER THAN THE CURRENT POLYMER BEING USED. WE ARE EXTENDING THE BID DEADLINE BELOW TO PROVIDE MORE OPPORTUNITY FOR JAR TESTING.**
2. PAGE 41 MUST THE POLYMER REFERENCED BE DRINKING WATER CERTIFIED SINCE THEY ARE BEING USED IN WASTEWATER APPLICATIONS? **YES.**
3. PAGE 42 THE SPECIFICATION SAYS MICRO C1000 BUT THE CHEMICAL SPECIFICATIONS ARE NOT THOSE OF MICRO C1000. THEY DESCRIBE MICRO C2000. PLEASE CLARIFY AS TO WHICH PRODUCT IS BEING REQUESTED. **THE SPECIFICATION IS INCORRECT. THE COUNTY USES MICRO C1000 UTILIZING A NON-HAZARDOUS CARBOHYDRATE BASED CARBON SOURCE.**
4. PAGE 43 DELIVERY QUANTITIES:
  - A. CAN YOU PROVIDE A BREAKOUT OF HOW MANY IS DELIVERED PER LOCATION AND PER DELIVERY? FOR EXAMPLE, THE BID LISTS AND ANNUAL REQUIREMENT OF 3,390 GALLONS OF SODIUM HYPOCHLORITE IN 15-GALLON DRUMS FOR THE WORTON WATER AND WASTEWATER FACILITY. WHAT IS THE BREAKDOWN OF HOW MUCH GOES TO EACH FACILITY AND HOW MANY DRUMS ARE RECEIVED AT EACH FACILITY PER DELIVERY? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**
  - B. FOR THE DELIVERY SITES MARKED BULK, WHAT SIZE ARE THE TANKS AND HOW MUCH IS TYPICALLY RECEIVED PER DELIVERY? IS A SAFETY SHOWER AND EYE WASH WITHIN 50 FEET OF EACH TANK? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**

## EXHIBIT A

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

#### ("General Conditions")

#### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

#### 2. AMERICANS WITH DISABILITIES ACT

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

#### 3. APPLICABLE LAWS

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

#### 4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

#### 5. CHANGES

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

#### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

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

#### 7. COST AND PRICING DATA

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

#### 8. DISPUTES DURING CONTRACT PERFORMANCE

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

#### 9. DOCUMENTS, MATERIALS AND DATA

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

Contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

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

#### 12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. *All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.*

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

#### 15. IMMIGRATION REFORM AND CONTROL ACT

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

#### 16. INCONSISTENT PROVISIONS

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

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

- a. *Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.*
- b. *Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.*
- c. *These General Conditions.*

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

#### **17. INDEMNIFICATION**

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

#### **18. INDEPENDENT CONTRACTOR**

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

#### **19. INFRINGEMENT**

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

#### **20. INSPECTIONS**

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



## 21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

## 22. NON-CONVICTION OF BRIBERY

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

## 23. NONDISCRIMINATION IN EMPLOYMENT

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

## 24. PAYMENTS

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates

without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

## 25. PERSONAL PROPERTY

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

## 26. TERMINATION FOR CAUSE

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

- a. defaulting in performance or is not complying with any provision of this contract;
- b. failing to make satisfactory progress in the prosecution of the contract; or
- c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

## 27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

# CONTRACT

THIS CONTRACT, made this 30th day of November 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Coyne Chemical, hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will supply and deliver water and wastewater treatment chemical supplies in accordance with their Bid Proposal provided in response to RFP KCWW#21-01.
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, an updated Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within 10 days after the date of receipt of the Notice to Proceed.
5. CONTRACT SUM The OWNER shall pay the CONTRACTOR in accordance with the unit pricing provided in response to RFP KCWW#21-01.
6. The Contract Documents include the following:
  - a. Exhibit A General Terms & Conditions of Contract between County & Contractor
  - b. Exhibit B Contractor's Proposal dated 10/18/21.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

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

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

WITNESS/ATTEST

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

Racey J. Coy 11/30/21

By: P. Thomas Mason 11/30/21  
President of the Kent County Commissioners

COYNE CHEMICAL

By: \_\_\_\_\_

\_\_\_\_\_  
Title

23-0497800

\_\_\_\_\_  
Employer Identification Number

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**STANDARD SEALED BID FORM SHEET**

**BID NUMBER KCWW 17-02**

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to begin the contract by November 1, 2021 and complete the contract within 365 calendar days.

---

**Drug Abuse Policy in Effect (Circle One)**

**YES**

**NO**

**Insurance certificate attached (Circle One)**

**YES**

**NO**

**Bid Surety Attached? (Circle One)**

**YES**

**NO**

**Signature form executed? (Circle One)**

**YES**

**NO**

**Affidavit of qualification to bid? (Circle One)**

**YES**

**NO**

**Non-collusion certificate (Circle One)**

**YES**

**NO**

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

STANDARD SEALED BID FORM

BID NUMBER KCWW 21-01

BIDDER: AGENT: Meridith C. Haskin, Treasurer, Vice President – Finance & Operations Assistant Secretary

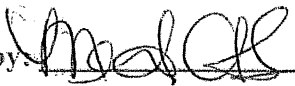
FIRM Name: George S. Coyne Chemical Co., Inc.

ADDRESS: 3015 State Road

Croydon, PA 19021

TELEPHONE: 215-785-3000

EMAIL: bidadministration@coynechemical.com

Submitted by: 

(Signature of authorized agent above)

Meridith C. Haskin, Treasurer, Vice  
President – Finance & Operations  
Assistant Secretary

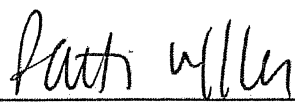
, this 18th day of October 2021.

Accepted by:



Michael S. Moulds, PE  
Director of Public Works

ATTEST:



DATE 10/18/2021

Patti Leffler, Bid/Contract Admin.



# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## STANDARD SEALED BID FORM PRICE SHEET

George S. Coyne Chemical Co., Inc.  
3015 Slate Road  
Croydon, PA 19021  
Phone: (215) 785-3000  
Fax: (215) 785-1585  
E-Mail: [bidadministration@coynechemical.com](mailto:bidadministration@coynechemical.com)

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                      | Dollars per pound or gallon               | Minimum Delivered Quantity                |
|-----------------------------------------------|-------------------------------------------|-------------------------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)           | \$3.8761/gal                              | Minimum 200 gal per delivery.             |
| Caustic Soda 99.4%<br>(Beads)                 | No Bid                                    | No Bid                                    |
| Caustic Soda 25%<br>(Liquid)                  | <i>*Please see attached price sheet *</i> | <i>*Please see attached price sheet *</i> |
| Potash 45%<br>(Liquid)                        | No Bid                                    | No Bid                                    |
| Calcium Hypochlorite 65%<br>(Granular)        | No Bid                                    | No Bid                                    |
| Alum 50%<br>(Liquid)                          | \$3.4416/gal                              | Minimum 500 gal per delivery.             |
| Ferric Chloride 38%<br>(Liquid)               | \$4.5070/gal                              | Minimum 500 gal per delivery.             |
| Citric Acid 50%<br>(Liquid)                   | \$12.9533/gal                             | Minimum 200 gal per delivery.             |
| Polymer 955 or approved alternate<br>(Liquid) | \$24.9963/gal                             | Minimum 1 drum per delivery.              |
| Polymer 906 or approved alternate<br>(Liquid) | \$24.5979/gal                             | Minimum 1 drum per delivery.              |
| PolyAluminum Chloride<br>(Liquid)             | \$18.31/gal                               | Minimum 2 drums per delivery.             |
| Micro C 1000<br>(Liquid)                      | \$6.1793/gal                              | Minimum 500 gal per delivery.             |



10/18/2021

Company Representative

Date

Meridith C. Haskin, Treasurer, Vice President  
– Finance & Operations Assistant Secretary 25

Due to market volatility, both on material supply and freight, Coyne reserves the right to renegotiate pricing should our costs increase in excess of 10%.

GEORGE S. COYNE CHEMICAL CO., INC. delivers  
on Monday through Friday within ten (10) to  
fourteen (14) business days after receipt of order



Chemicals for the Industries Since 1868

George S. Coyne Chemical Co., Inc.  
**Kent County MD Chemical Bid 10/27/2021**  
3015 State Road, Croydon, PA 19021-0997  
215 785-3000 215 785-1585 FAX 800 523-1230 ORDER ENTRY

Sodium Hypochlorite Pricing Details

| Location    | Container Size | Minimum Order per Delivery | Annual Gallons | Unit Price   |
|-------------|----------------|----------------------------|----------------|--------------|
| Worton WWTP | Minibulk       | 200 gals.                  | 3,390 gals.    | \$3.8761/gal |

Alum 50% Pricing Details

| Location       | Container Size | Minimum Order per Delivery | Annual Gallons | Unit Price    |
|----------------|----------------|----------------------------|----------------|---------------|
| Betterton WWTP | Minibulk       | 500 gals.                  | 5,720 gals.    | \$3.4416/gal  |
| Galena WWTP    | Minibulk       | 500 gals.                  | 2,195 gals.    | \$ 3.4416/gal |

Caustic Soda 25% Pricing Details

| Location       | Container Size | Minimum Order per Delivery | Annual Gallons | Unit Price   |
|----------------|----------------|----------------------------|----------------|--------------|
| Betterton WWTP | Minibulk       | 500 gals.                  | 5,720 gals.    | \$5.1132/gal |
| Galena WWTP    | Minibulk       | 500 gals.                  | 2,195 gals.    | \$5.1132/gal |
| Worton WWTP    | Minibulk       | 200 gals.                  | 3,065 gals.    | \$4.5504/gal |

Due to market volatility, both on material supply and freight, the George S. Coyne Coyne Chemical Co., Inc. reserves the right to renegotiate pricing should our costs increase in excess of 10%.

George S. Coyne Chemical Co., Inc deliveries are Monday through Friday within ten (10) to fourteen (14) business days after receipt of order.

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

SIGNATURE FORM

NAME OF BIDDER: George S. Coyne Chemical Co., Inc.

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: Meridith C. Haskin,

TITLE OF AUTHORIZED PERSON: Treasurer, Vice President – Finance & Operations Assistant Secretary

STREET NAME AND NUMBER: 3015 State Road

CITY, STATE, ZIP CODE: Croydon, PA 19021

TELEPHONE NUMBER: 215-785-3000

E-MAIL: bidadministration@coynechemical.com

DATE: 10/18/2021

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. 23-0497800

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD Sales & Use License: 04896104

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Treasurer, Vice President – Finance & Operations Assistant Secretary and  
the duly authorized representative of the firm of (Name of Corporation)  
George S. Coyne Chemical Co., Inc.

whose address is 3015 State Road, Croydon, PA 19021

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for  
which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of  
my knowledge, any of its officers, directors, or partners, or any of its employees directly involved  
in obtaining contracts with the State of any county, bi-county, or multi-county agency, or  
subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or  
having during the course of an official investigation or other proceeding, admitted in writing or  
under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe  
under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the  
laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in  
paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition,  
if any) \_\_\_\_\_

None

I acknowledge that this affidavit is to be furnished to the County Attorney for the  
County Commissioners of Kent County, and where appropriate, to others. I acknowledge that,  
if the representations set forth in this affidavit are not true and correct, the County Commissioners  
of Kent County may terminate any contract awarded and take any other appropriate action. I  
further acknowledge that I am executing this affidavit in compliance with Section 16D of Article  
78A of the Annotated Code of Maryland, which provides that certain persons who have been  
convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be  
disqualified, either by operation of law or after hearing, from entering into contracts with the State  
or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents  
of this affidavit are true and correct.

Signature \_\_\_\_\_

Date 10/18/2021

Meridith C. Haskin, Treasurer, Vice President – Finance & Operations Assistant Secretary

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Treasurer, Vice President – Finance & Operations Assistant Secretary  
(Title)

and the duly authorized representative of the firm of

George S. Coyne Chemical Co., Inc.

whose address is 3015 State Road, Croydon, PA 19021

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, has:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

10/18/2021

Date



Signature

10/18/2021

Date

Meridith C. Haskin, Treasurer, Vice President – Finance & Operations Assistant Secretary

Print Name or Type

## **EXHIBIT A**

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

#### **("General Conditions")**

#### **1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

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

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

#### **2. AMERICANS WITH DISABILITIES ACT**

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

#### **3. APPLICABLE LAWS**

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

#### 4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

#### 5. CHANGES

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

#### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;



(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

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

#### 7. COST AND PRICING DATA

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

#### 8. DISPUTES DURING CONTRACT PERFORMANCE

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

#### 9. DOCUMENTS, MATERIALS AND DATA

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

Contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

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

#### 12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

#### 13. GUARANTEE

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

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. *All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.*

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

#### 15. IMMIGRATION REFORM AND CONTROL ACT

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

#### 16. INCONSISTENT PROVISIONS

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

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

- a. *Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.*
- b. *Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.*
- c. *These General Conditions.*

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

#### 17. INDEMNIFICATION

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

#### 18. INDEPENDENT CONTRACTOR

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

#### 19. INFRINGEMENT

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

#### 20. INSPECTIONS

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

## **21. INSURANCE**

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

## **22. NON-CONVICTION OF BRIBERY**

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

## **23. NONDISCRIMINATION IN EMPLOYMENT**

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

## **24. PAYMENTS**

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates

without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

## 25. PERSONAL PROPERTY

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

## 26. TERMINATION FOR CAUSE

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

- a. defaulting in performance or is not complying with any provision of this contract;
- b. failing to make satisfactory progress in the prosecution of the contract; or
- c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

## 27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

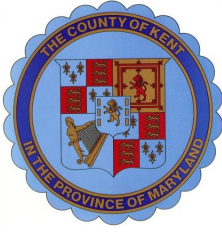
29. TITLE

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

30. WORK UNDER THE CONTRACT

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





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## **Comprehensive Water and Sewerage Plan Amendment - Bayshore Campground 11/30/2021 County Commissioners Meeting**

### **Item Summary:**

Public Hearing Request

### **ATTACHMENTS:**

#### **Description**

10.27.21 Maryland Department of Environment DRAFT Comments, Kent County, Draft 2021 Water and Sewer Plan Amendments for Bayshore Campground

10.06.21 Charles W. Boyd, AICP, Director, Planning Coordinator, Maryland Department of Planning, Draft Kent County Master Water and Sewer Plan Amendments, Bayshore Campground

Exhibit A, 4.5.12 Bayshore Campground, LLC

Figure 4-12 Revised, Bayshore Campground, LLC, Sewerage Service Area

11.30.21 Public Hearing Notice Bayshore Campground

11.30.21 Resolution 2022-XX, A Resolution Pertaining to an Amendment to the Kent County Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for the Bayshore Campground

MDE DRAFT Comments – Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore  
Campground and Ina Reed Allocation Request  
MDE Comments  
10/27/2021

---

DISCLAIMER: Below are MDE's Comments on the Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request, additional comments may be sent under a separate cover.

**Bayshore Campground:**

**General Comments:**

Please be aware that the proposed service area for the OSDS lies within the Critical Area. Additionally, after this amendment is approved, the Bayshore Campground still requires a groundwater discharge permit to operate the OSDS.

**Specific Comments:**

**Figure 4-12:** Please include the street names on the map, as well as the Tax Map and Parcel numbers so that the exact service area may be located on other maps.

**Ina Reed Allocation:**

**General Comments:**

**Figure 4-2:** The County might consider mapping the boundary around the proposed single family home (SFH) on Parcel 46 and identifying it as having an allocation of 1 EDU. The intent is to clarify the service areas shown on the map, showing that the rest of Parcel 46 does not have a wastewater allocation.

**The Maryland Department of Planning Comments (MDP):**

MDP recommends that upon approval on the Ina Reed Allocation, that Parcel 22 be identified as Tier IV and Parcel 46 be identified as Tier I-A on the Kent County Growth Tier Map. Please see the attached documents for the full write-up of MDP's comments.



## Maryland DEPARTMENT OF PLANNING

October 6, 2021

Ms. Dinorah Dalmasy, Integrated Water Planning Program  
Maryland Department of the Environment  
Water and Science Administration 1800 Washington Boulevard  
Baltimore, Maryland 21230

Re: Draft Kent County Master Water and Sewer Plan Amendments  
Bayshore Campground (Tax Map 55, Parcel 229)

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the Bayshore Campground amendment to the Kent County Water and Sewer Master Plan. Planning has reviewed the above-referenced water and sewer plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2) and find the draft revisions to be consistent with the 2018 Kent County Comprehensive Plan. Below is a summary of the draft Water and Sewer Plan (WSP) changes and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your use in the approval process.

### **Summary of Revisions**

The Bayshore Campground is approximately 57 acres in size. The campground is currently served by four pump-out holding tanks and is situated within the county's Agricultural Zoning District. This amendment proposes to remove the holding tanks and replace them with a 24,000 gpd (gallons per day) onsite community treatment system. The onsite community treatment system will be located on six (6) acres. Figure 4-12, Bayshore Campground, LLC Sewerage System Area is proposed to be revised to depict the general location of the onsite community septic system, and the proposed service area.

### **Consistency with the Comprehensive Plan**

To meet the requirements of Environment Article Section 9-507 (b)(2), Planning reviews and comments regarding consistency with the local comprehensive plan on any future activities that provide water and sewer service and related infrastructure to properties which are currently not planned for water and sewer service within the WSP, or which propose new water or sewer service areas to facilitate future water or sewer service (such as a capital improvement project).

Planning finds the amendment to replace the holding tanks with an onsite community treatment system consistent with the Kent County Comprehensive Plan, specifically:

Countryside Element, pages 45-46, Goal Strategy 5 – Retain the Agricultural Zoning District, states the following reasons for extending public water and/or sewer systems to properties in the Agricultural Zoning District, all of which apply to the Bayshore Campground:

“Section b. There exists a public or other community sanitary system that can practically and economically supply service to the parcel and its existing uses.” The onsite community system will serve an existing use of the property;

“Section c. The provision of such service will not result in material expansion, new lot creation or otherwise materially intensify the use of the property.” No material expansion or use of the property is proposed; and

“Section f. This policy shall not be interpreted to allow additional new development and/or material intensification of an existing use and is reserved for special circumstances to protect public health and the environment and not to foster development of residential, commercial, and/or industrial uses in this zoning district.” No residential, commercial or industrial uses are proposed.

### **Priority Funding Areas Review**

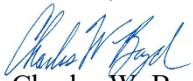
Pursuant to the State Finance and Procurement Article §5-7B-02, local jurisdictions are eligible to receive State financial assistance under certain programs, if the project is located within the PFA. The map amendment parcels are not currently designated as PFA, and do not appear to be eligible for PFA designation because the properties are not within the county’s Map 5 – Designated Growth Areas, page 32, nor zoned for a residential density of at least 3.5 du/acre.

### **Growth Tier Map Review**

On Map 4 – Septic Tier Designations, page 26, Bayshore Campground is identified as Tier IV, areas served by onsite disposal systems which are located within a Priority Preservation Area. If this amendment is adopted by the county and approved by MDE, the tier map designation should remain the same.

If you have any questions or concerns regarding these comments, please contact David Dahlstrom, AICP, Regional Planner at [david.dahlstrom@maryland.gov](mailto:david.dahlstrom@maryland.gov).

Sincerely,



Charles W. Boyd, AICP  
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE  
Tony Redman, DNR  
Dwight Dotterer, MDA  
Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, Planning

## EXHIBIT A

### 4.5.12. Bayshore Campground, LLC

Bayshore Campground is a private campground located at 4228 Eastern Neck Rd, Rock Hall. The Campground provides seasonal public camping sites.

The recreational vehicle camp sites provide electric and water service. There are four holding tank dump sites on the property.

The Campground currently utilizes holding tanks for recreational vehicle pump outs and onsite flows generated by the onsite bathrooms and office. There are no laundry facilities. Holding tank sewage is pumped out by a local septic hauling service and transported to the Kent County Worton wastewater treatment facility for disposal.

The Campground is in the process of designing and obtaining approval from the Maryland Department of the Environment for a conventional on-site disposal system on 6 acres of the property. The design is proposed to utilize with an average daily flow of 12,000 gallons per day and a maximum design flow of 24,000 gallons per day to be able to discontinue hauling of holding tank sewage.

#### Bayshore Campground Amendment 7/28/2021

The Bayshore Campground is located on 57.86 acres. The Campground is a legal nonconforming use, which has been in continuous use since 1972. While the conditional use approval associated with the campground did not limit the number of campsites or outbuildings, the property owner agreed to limit intensification of the campground use to the existing 160 campsites and up to 248 campsites in any configuration of Recreational Vehicles (RV), campers, and/or tents. The *existing* 160 campsites may be located or relocated within the shaded area shown on the attached Exhibit A in any configuration of RVs, campers, or tents.

Any new campsites over 160 (up to 248 campsites) or campsites located outside of the grandfathered campsite area depicted on the shaded area in will require additional approvals from the local authorities.

Bayshore is proposing to convert from a wastewater holding tanks to an onsite sewage disposal system as contemplated by COMAR 26.04.02.02. This will include Best Available Technology for reduction of nutrients and a trench infiltration leachate field. Bayshore will also convert the on-site sewage collection system from centralized pumpout stations to a gravity collection system with individual connection points at each campsite. The collection system will discharge into a wastewater pumping station which will convey the wastewater to the treatment system.

The wastewater system is planned and being permitted for a 12,000 gallon per day (gpd) average daily flow and a 24,000 gpd maximum daily flow (MDF). The design capacity is based on 160 campsites at a maximum daily flow (a factor of 2 times the average daily flow) of 150 gallons per day per campsite. The system will include pre-treatment with nitrogen removal, low-pressure distribution, and a drainfield capable of dispersing at least 150% capacity of the MDF.

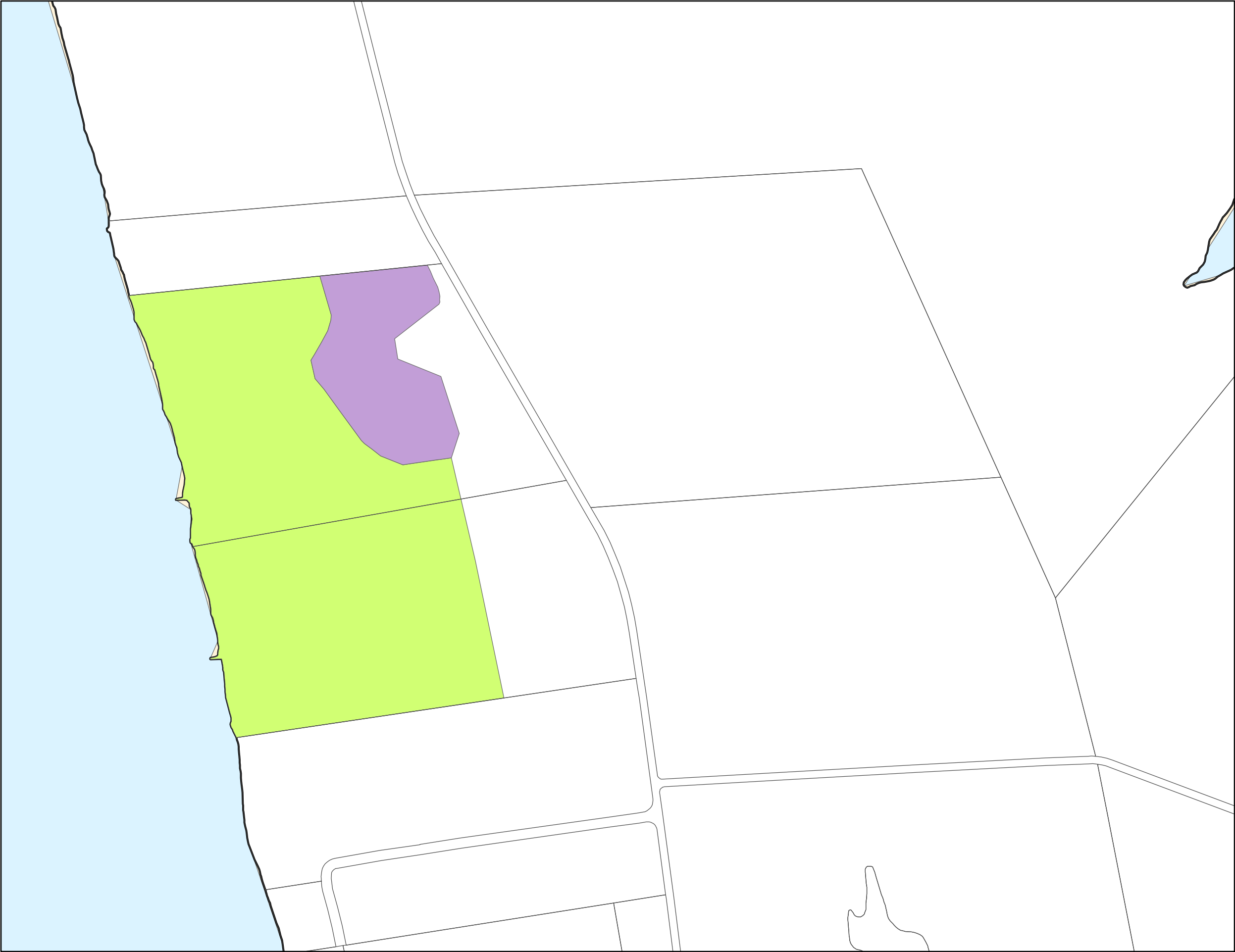
## EXHIBIT A

The water system is capable of producing 24,000 gpd and is being permitted for an average daily flow of 12,000 gpd and a maximum month flow of 18,000 gpd.

Bayshore's development plans also include razing the existing bathhouse and constructing a new bathhouse beyond 100 feet of the mean high water that will be directly connected to the planned new onsite sewage disposal system.

The project will implement stormwater management best management practices to meet current state and local regulations. Bayshore will also construct a regional stormwater facility within the existing campground area to enhance water quality, which includes compliance with the critical area 10% pollutant removal requirement for stormwater management. The project will feature a forest edge along Eastern Neck Road to enhance the natural habitat of the forest stand on the east side of the road.

Figure 4.12rev. identifies the proposed sewerage service area for the campground and location of the treatment facility.



**FIGURE 4-12 - Revised**  
**BAYSHORE CAMPGROUND, LLC**  
**SEWERAGE SERVICE AREA**

- Legend**
- Proposed Service Area
  - Community Septic System

Kent County  
Comprehensive Water and  
Sewer Plan 2018



1 inch = 375 feet

Kent County Department of Planning,  
Housing and Zoning. October 2018.  
Revised June 2021



## NOTICE OF PUBLIC HEARING

Pursuant to the requirements of the Environmental Section, Title 9, Subtitle 5, Section 9-503 of the Annotated Code of Maryland, the County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, January XX, 2022, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is for reviewing and receiving comments on the proposed Amendment to the Kent County Comprehensive Water and Sewerage Plan for the Bayshore Campground.

The proposed amendment is to include a sewer service area for the Bayshore Campground to provide a private onsite wastewater treatment and disposal facility to serve the campground. The proposed plan has been reviewed by the Kent County Planning Commission and received a favorable recommendation for approval at its March 4, 2021, meeting. Draft comments have also been received from the Maryland Department of the Environment and Maryland Department of Planning.

The proposed amendment to the Comprehensive Water and Sewerage Plan may be examined at the following locations: Water and Wastewater Division, 709 Morgne Road, Chestertown, and County Commissioners' Office, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Monday – Friday from 8:30 a.m. – 4:30 p.m.; or the Kent County Public Library, 408 High Street, Chestertown, Maryland.

The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing, and it will include a unique call-in number. Citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at 410-778-4600 and press 4 or visit Maryland Relay at [www.mdrelay.org](http://www.mdrelay.org) no later than noon on January XX, 2022.

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

PUBLISH: KCN 12/XX/21, 1/XX/22

cc: Michael Moulds, PE, Director of Public Works  
Fred Wick, Applicant, Bayshore Campground, LLC

**RESOLUTION 2022-XX**

**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

**A RESOLUTION PERTAINING TO AN AMENDMENT TO THE KENT COUNTY  
COMPREHENSIVE WATER AND SEWERAGE PLAN, 2018 TO INCLUDE ONSITE  
SEWER SERVICE FOR THE BAYSHORE CAMPGROUND**

**WHEREAS**, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a County plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018; and

**WHEREAS**, the Kent County Planning Commission discussed the proposed plan amendment on March 4, 2021 and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan; and

**WHEREAS**, after due notice was published, the County Commissioners conducted a public hearing on January XX, 2022, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited.

**NOW, THEREFORE, BE IT RESOLVED**, after considering the evidence which had been presented at the public hearing regarding the proposed amendment, the County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include onsite sewer service for the Bayshore Campground as set forth in Exhibit A and Figure 4-12 revised attached hereto and made a part hereof.

ATTEST:

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

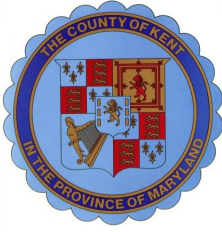
\_\_\_\_\_  
Sondra M. Blackiston, Clerk

\_\_\_\_\_  
P. Thomas Mason, President

\_\_\_\_\_  
Ronald H. Fithian, Member

\_\_\_\_\_  
Robert N. Jacob, Jr., Member

ADOPTED: January XX, 2021



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## **Comprehensive Water and Sewerage Plan Amendment - Ina Reed 11/30/2021 County Commissioners Meeting**

### **Item Summary:**

Public Hearing Request

### **ATTACHMENTS:**

#### **Description**

Figure 3-2 Revised, Town of Rock Hall Water Treatment Plant and Water Service Area

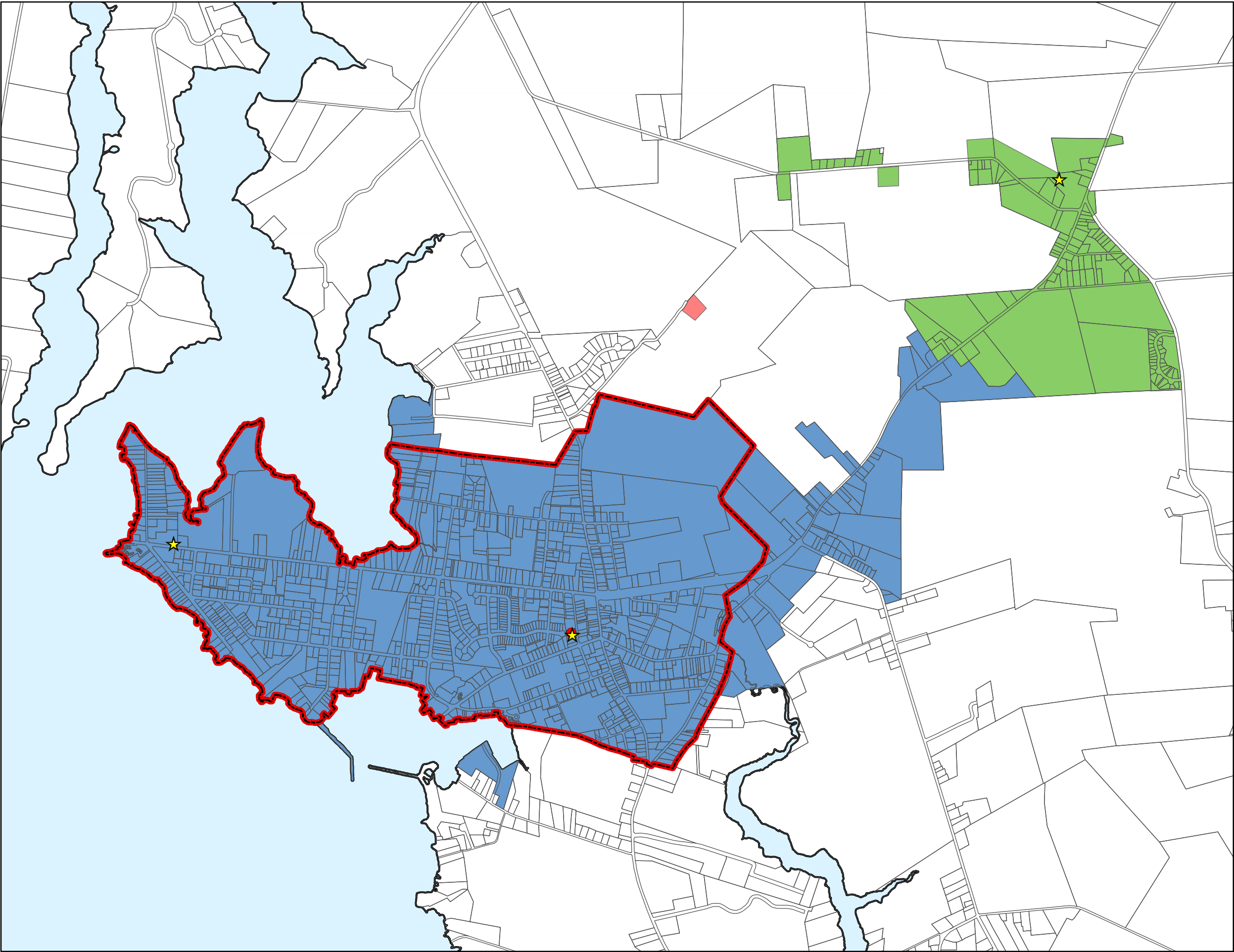
Figure 4-2 Revised, Town of Rock Hall Wastewater Treatment Plant and Sewerage Service Area

MDE Draft Comments, Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request

10.05.21 Charles W. Boyd, AICP, Director, Planning Coordination, Maryland Department of Planning, Draft Kent County Master Water and Sewer Plan Amendments, Ina Reed, Tax Map 46, Parcels 22 and 46

11.30.21 Public Hearing Notice Ina Reed

11.30.21 Resolution 2022-XX, A Resolution Pertaining to an Amendment to the Kent County Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for Ina Reed Parcel 46



**FIGURE 3-2 - Revised**

**TOWN OF ROCK HALL  
WATER TREATMENT PLANT &  
WATER SERVICE AREA**

- Legend**
- ★ Water Tower
  - Treatment Plant
  - Existing Town Service
  - Existing County Service
  - Planned County Service
  - Incorporated Town
  - County Boundary

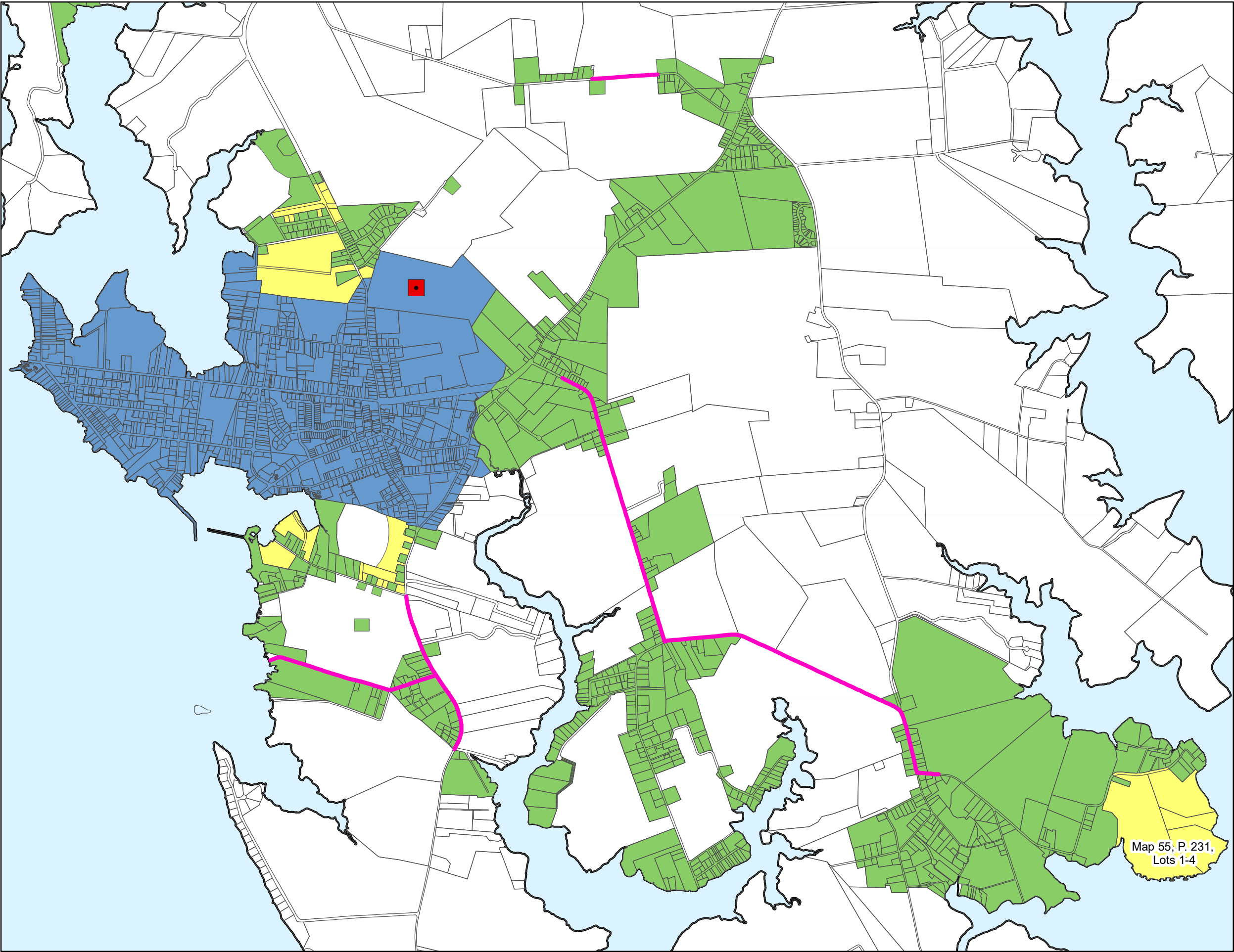
NOTES:  
Includes Edesville and Wesley Chapel  
Corridor Water Service Areas

Kent County  
Comprehensive Water & Sewer Plan  
2018



1 inch = 1,500 feet





**FIGURE 4-2 Revised**

**TOWN OF ROCK HALL  
WASTEWATER TREATMENT PLANT  
AND SEWERAGE SERVICE AREA**

- Legend**
- Treatment Plant
  - Denied Access Force Main
  - Existing Town Service
  - Existing County Service
  - Planned County Service
  - Town Boundary

NOTES:  
Includes the following service areas:  
Allen's Lane  
Green Lane and Spring Cove  
Piney Neck/Skinner's Neck/Wesley Chapel  
Edesville

REVISED MAY 2020  
Map 55, Parcel 231, Lots 1-4  
added to Planned Service Area

Kent County  
Comprehensive Water & Sewer Plan  
2018



1 inch = 2,000 feet

Kent County Department of Planning,  
Housing and Zoning. September 2018.  
Revised August 2021.

MDE DRAFT Comments – Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore  
Campground and Ina Reed Allocation Request  
MDE Comments  
10/27/2021

---

DISCLAIMER: Below are MDE's Comments on the Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request, additional comments may be sent under a separate cover.

**Bayshore Campground:**

**General Comments:**

Please be aware that the proposed service area for the OSDS lies within the Critical Area. Additionally, after this amendment is approved, the Bayshore Campground still requires a groundwater discharge permit to operate the OSDS.

**Specific Comments:**

**Figure 4-12:** Please include the street names on the map, as well as the Tax Map and Parcel numbers so that the exact service area may be located on other maps.

**Ina Reed Allocation:**

**General Comments:**

**Figure 4-2:** The County might consider mapping the boundary around the proposed single family home (SFH) on Parcel 46 and identifying it as having an allocation of 1 EDU. The intent is to clarify the service areas shown on the map, showing that the rest of Parcel 46 does not have a wastewater allocation.

**The Maryland Department of Planning Comments (MDP):**

MDP recommends that upon approval on the Ina Reed Allocation, that Parcel 22 be identified as Tier IV and Parcel 46 be identified as Tier I-A on the Kent County Growth Tier Map. Please see the attached documents for the full write-up of MDP's comments.



## Maryland DEPARTMENT OF PLANNING

October 5, 2021

Ms. Dinorah Dalmasy, Integrated Water Planning Program  
Maryland Department of the Environment  
Water and Science Administration  
1800 Washington Boulevard  
Baltimore, Maryland 21230

Re: Draft Kent County Master Water and Sewer Plan Amendments  
Ina Reed (Tax Map 46, Parcels 22 and 46)

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the Ina Reed amendment to the Kent County Water and Sewer Master Plan. Planning has reviewed the above-referenced water and sewer plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2) and find the adopted revisions to be consistent with the 2018 Kent County Comprehensive Plan. Below is a summary of the draft Water and Sewer Plan (WSP) changes and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your use in the approval process.

### **Summary of Revisions**

The amendment proposes to exchange the available water and sewer allocation (one), along a Denied Access Main, from Parcel 22 to proximate Parcel 46. Both properties are owned by the same party.

### **Comments**

1. Parcel 22 is 0.078 acres in size, while Parcel 46 is 150 acres in size. Only one allocation is proposed to be swapped in this amendment; however, the designation of the entire 150 acres of Parcel 46, as “Existing County Service,” may inadvertently signal that more residential development and additional sewer allocation is contemplated. Planning recommends that a much smaller area, generally associated with a minimum lot size for a residential lot in the Agricultural Zoning District, be identified on the following maps:
  - Figure 3, Kent County Water Service Area;
  - Figure 3-2, Town of Rock Hall Water Treatment Plant and Service Areas;
  - Figure 4, Kent County Sewerage Service Area;



- Figure 4-2, Town of Rock Hall Wastewater Treatment Plant and Sewerage Service Areas, as “Existing County Service.”

Pursuant to Section 1.4.6.B.2, the area to be served should be contiguous to the right-of-way containing the service main, or Lover’s Lane. The balance of Parcel 46 should not be classified as a future water or sewer service area. It should be noted that the balance of Parcel 46 would continue to be eligible to apply for minor subdivision, utilizing onsite disposal systems.

Additionally, Section 3.5.2.1, Edesville Water Service Area (page 3-7); Section 4.5.2.4, Edesville (page 4-8); Appendix 4.F, Edesville Service Area Map; Section 3.3.2.4, Edesville Service Area; and Section 4.2.2.4, Edesville Service Area, should be amended to note the change in allocation from Parcel 22 to Parcel 46, and include the map changes, as noted above.

2. According to the draft application, Parcel 22, with an existing sewer allocation, is not of sufficient in lot size to be developed for residential use. If Kent County cannot approve a dwelling unit on a parcel 3,400 square feet in size, with sewer, then the parcel, without a sewer allocation, will have few allowable uses. The WSP should be clear that the sewer allocation for Parcel 22 has been transferred to Parcel 46 and development potential is limited.

In addition, Section 1.4.6.B.1, Denied Access Facilities, which states in part, “access to a denied access line is prohibited...unless the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements,” should be expanded to indicate that a lot of record must be a minimum of two acres, or the minimum lot area needed to meet the septic requirements. For example, unless the connection is to an unimproved lot of record, of at least two acres in size, that can demonstrate it is buildable by passing all other on-site well and septic requirements. This change is recommended because Parcel 22 is less than two acres in size, the minimum necessary to accommodate an onsite septic system. This would help clarify that the allocation has been transferred from Parcel 22 and that it is too small to meet the well and septic tank requirements.

### **Consistency with the Comprehensive Plan**

To meet the requirements of Environment Article Section 9-507 (b)(2), Planning reviews and comments regarding consistency with the local comprehensive plan on any future activities that provide water and sewer service and related infrastructure to properties which are currently not planned for water and sewer service within the WSP, or which propose new water or sewer service areas to facilitate future water or sewer service (such as a capital improvement project).

Therefore, Planning finds the amendment to remove the allocation to Parcel 22 to Parcel 46 consistent with the Kent County Comprehensive Plan, specifically:

Comprehensive Plan Countryside Element, pages 45-46, Goal Strategy 5 – Retain the Agricultural Zoning District, states the following reasons for extending public water and/or sewer systems to properties in the Agricultural Zoning District, all of which apply to the proposed amendment:

“Section b. There exists a public or other community sanitary system that can practically and economically supply service to the parcel and its existing uses”; because the denied access main is planned.

“Section c. The provision of such service will not result in material expansion, new lot creation or otherwise materially intensify the use of the property”; because the single allocation will not result in an intensity of use of the property; and

“Section f. This policy shall not be interpreted to allow additional new development and/or material intensification of an existing use and is reserved for special circumstances to protect public health and the environment and not to foster development of residential, commercial, and/or industrial uses in this zoning district”; because the single allocation will not result in additional residential, commercial, or industrial uses.

### **Priority Funding Areas Review**

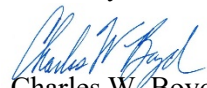
Pursuant to the State Finance and Procurement Article §5-7B-02, local jurisdictions are eligible to receive State financial assistance under certain programs, if the project is located within the PFA. The map amendment parcels are not currently designated as PFA, and do not appear to be eligible for PFA designation because the properties are not within the county’s Map 5 – Designated Growth Areas, page 32, nor zoned for a residential density of at least 3.5 du/acre.

### **Growth Tier Map Review**

On Map 4 – Septic Tier Designations, page 26, Parcel 22 is identified as Tier I-A, an area currently served by public sewer but not considered a growth area. Parcel 46 is identified as Tier IV, areas served by onsite disposal systems which are located within a Priority Preservation Area. Upon approval of this amendment, Parcel 22 should be identified as Tier IV, and Parcel 46 should be identified as Tier I-A on the Kent County Growth Tier Map.

If you have any questions or concerns regarding these comments, please contact David Dahlstrom, AICP, Regional Planner at [david.dahlstrom@maryland.gov](mailto:david.dahlstrom@maryland.gov).

Sincerely,



Charles W. Boyd, AICP  
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE  
Tony Redman, DNR  
Dwight Dotterer, MDA  
Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, Planning

## NOTICE OF PUBLIC HEARING

Pursuant to the requirements of the Environmental Section, Title 9, Subtitle 5, Section 9-503 of the Annotated Code of Maryland, the County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, January XX, 2022, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is for reviewing and receiving comments on the proposed Amendment to the Kent County Comprehensive Water and Sewerage Plan for Ina Reed.

The proposed amendment is to include the property identified as Tax Map 46, Parcel 46 in the planned water and sewer service area for Edesville Rock Hall. The Amendment would allow the allocation of one and only one water and sewer allocation for a single-family home on Parcel 46. The allocation would be transferred from the property identified as Tax Map 46, Parcel 22 and this property would be permanently removed from the water and sewer service area map. The proposed amendment has been reviewed by the Kent County Planning Commission and received a favorable recommendation for approval at its March 4, 2021, meeting. Draft comments have also been received from the Maryland Department of the Environment and Maryland Department of Planning.

The proposed amendment to the Comprehensive Water and Sewerage Plan may be examined at the following locations: Water and Wastewater Division, 709 Morgnec Road, Chestertown, and County Commissioners' Office, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Monday – Friday from 8:30 a.m. – 4:30 p.m.; or the Kent County Public Library, 408 High Street, Chestertown, Maryland.

The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing, and it will include a unique call-in number. Citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at 410-778-4600 and press 4 or visit Maryland Relay at [www.mdrelay.org](http://www.mdrelay.org) no later than noon on January XX, 2022.

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

PUBLISH: KCN 12/XX/21, 1/XX/22

cc: Michael Moulds, PE, Director of Public Works  
Ina Reed, Applicant

**RESOLUTION 2022-XX**

**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

**A RESOLUTION PERTAINING TO AN AMENDMENT TO THE KENT COUNTY  
COMPREHENSIVE WATER AND SEWERAGE PLAN, 2018 TO INCLUDE WATER  
AND SEWER SERVICE FOR INA REED PARCEL 46**

**WHEREAS**, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a County plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018; and

**WHEREAS**, the Kent County Planning Commission discussed the proposed plan amendment on August 5, 2021 and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan; and

**WHEREAS**, after due notice was published, the County Commissioners conducted a public hearing on January XX, 2022, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited; and

**NOW, THEREFORE, BE IT RESOLVED**, after considering the evidence which had been presented at the public hearing regarding the proposed amendment, the County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include public sewer and water service for Parcel 46 and remove Parcel 22 from the Existing County Service Area in the Town of Rock Hall Service Area as set forth in Figures 3-2 revised and 4-2 revised attached hereto and made a part hereof.

**BE IT FURTHER RESOLVED**, Parcel 46 is limited to and will only have one (1) allocation transferred from Parcel 22 and any access to public water and sewer is to be denied to any future lots that maybe subdivided.

ATTEST:

THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

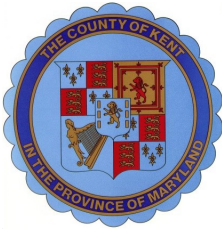
\_\_\_\_\_  
Sondra M. Blackiston, Clerk

\_\_\_\_\_  
P. Thomas Mason, President

\_\_\_\_\_  
Ronald H. Fithian, Member

\_\_\_\_\_  
Robert N. Jacob, Jr., Member

ADOPTED: January XX, 2021



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**Shelley L. Heller, County Administrator and Marty Hale, Director,  
Human Resources**

**11/30/2021**

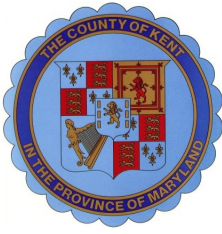
**County Commissioners Meeting**

**Item Summary:**

Vaccination Mandate Policy

**ATTACHMENTS:**

Description



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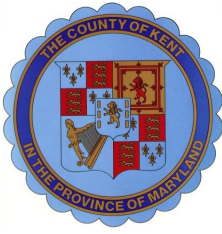
## **2022 Meeting Calendar 11/30/2021 County Commissioners Meeting**

### **Item Summary:**

Discussion

### **ATTACHMENTS:**

Description



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## **Procedures for Public Comment 11/30/2021 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

Procedures for Public Comment

11.30.21 Public Comments Sign In Sheet



# **BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT**

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at [www.kentcounty.com/government](http://www.kentcounty.com/government).

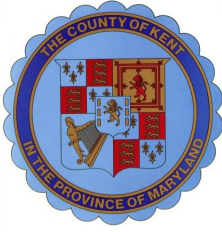
It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS  
SIGN IN SHEET  
November 30, 2021**

| NAME (please print) | ADDRESS | TOPIC |
|---------------------|---------|-------|
|                     |         |       |
|                     |         |       |
|                     |         |       |
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|                     |         |       |



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**Cindy Stone, Director, Community Development Programs**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Release of Maryland Community Development Block Grant Funds

**ATTACHMENTS:**

**Description**

11.30.21 Cindy Stone, Director, Community Development Programs, MD Dept. of Housing and Community Development, Release of Funds Maryland Community Development Block Grant Funds Grant No. MD-22-CD-1 Housing Counseling



LARRY HOGAN  
Governor  
BOYD K. RUTHERFORD  
Lt. Governor  
KENNETH C. HOLT  
Secretary  
OWEN MCEVOY  
Deputy Secretary

November 2, 2021

The Honorable P. Thomas Mason  
President  
Board of County Commissioners  
Kent County  
400 High Street  
Chestertown MD 21620

Re: Release of Funds  
Maryland Community Development Block Grant Funds  
Grant No.: MD-22-CD-1 Housing Counseling

Dear President Mason,

The Maryland Department of Housing and Community Development approved the use of Community Development Block Grant (CDBG) funds for the above referenced project. As you are aware, the County must successfully complete an Environmental Review Record and obtain a Release of Funds prior to the expenditure of grant funds for the project.

The County's Environmental Review for this project is complete and was found in compliance with the applicable environmental standards. The grant agreement for this project has not been fully executed, however, the State will authorize a conditional Release of Funds, allowing the County to begin the project.

Until there is an executed grant agreement between the County and the State, any CDBG expenditures are made at the County's own risk. There may be additional special conditions listed in the Grant Agreement which must be met before funds may be requested and/or disbursed.

Please note if there is a change in the scope of the Project, you must contact Dona Sorce, the CDBG Environmental Officer, at (410) 514-7239.

Sincerely,

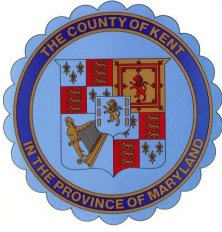
Cindy Stone  
Director  
Community Development Programs

cc: Justin Fair, DHCD  
Dona Sorce, DHCD  
Robert Corless, DHCD  
William Mack, County

County Commissioners  
Office

Date 11/10/21 LS





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**Lisa Mazingo, Director, Kent Family Center**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Thank You Letter

**ATTACHMENTS:**

Description

11.30.21 Lisa Mazingo, Director, Kent Family Center, Thank You Letter, Imagination Library Donation



November 10, 2021

Kent County Commissioners  
400 High Street  
Chestertown, MD 21620

Dear Commissioners,

On behalf of the Imagination Library, I would like to thank you for your very generous donation of \$1000. Kind donors such as you, ensure this program's success and longevity.

This program means so much to families all over the world. Please know that everyone at Kent Family Center and the families that Imagination Library serves here in Kent County, appreciate your kindness and support.

Sincerely,

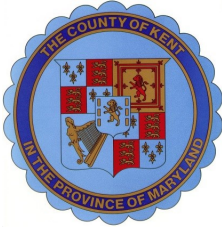
A handwritten signature in blue ink that reads "Lisa Mazingo".

Lisa Mazingo  
Director

115 South Lynchburg Street • Suite B • Chestertown, Maryland 21620  
PH: 410-810-3790 / FAX: 410-778-3808 • kentfamilycenter@kentgov.org

County Commissioners  
Office

Date 11-12-21 LC



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**Andre Fountain, Senior Specialist, Government and Community Affairs,  
Comcast  
11/30/2021  
County Commissioners Meeting**

**Item Summary:**

Comcast Price Changes

**ATTACHMENTS:**

**Description**

11.18.21 Andre Fountain, Senior Specialist, Government and Community Affairs, Comcast, Price Changes





November 18, 2021

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

***RE: Important Information—Price Changes***

Dear Ms. Heller,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in Kent County, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at \$54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from \$54.95 to \$59.95 per month as part of the letter accompanying their Customer Notice.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 410-497-0365.

Sincerely,

Andre Fountain  
Senior Specialist, Government & Community Affairs  
Comcast Beltway Region

Enclosure: Customer Notice



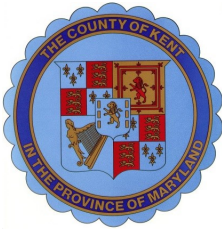
V00.PC22LFA

# Important information regarding your Xfinity services and pricing

Effective December 20, 2021

| <b>Xfinity TV</b>                        | <b>Current</b> | <b>New</b> |
|------------------------------------------|----------------|------------|
| Broadcast TV Fee                         | \$16.10        | \$17.00    |
| Regional Sports Fee                      | \$10.75        | \$11.85    |
| Choice TV Select                         | \$30.00        | \$32.50    |
| Choice TV Select - with TV Box           | \$37.50        | \$41.00    |
| Entertainment                            | \$15.00        | \$17.00    |
| TV Box and Remote                        | \$7.50         | \$8.50     |
| TV Box                                   | \$7.10         | \$8.10     |
| HD TV Box Limited Basic                  | \$7.10         | \$8.10     |
| HD TV Box and Remote Limited Basic       | \$7.50         | \$8.50     |
| Service to Additional TV with TV Adapter | \$7.50         | \$8.50     |

| <b>Xfinity Internet</b>                         | <b>Current</b> | <b>New</b> |
|-------------------------------------------------|----------------|------------|
| Performance - Xfinity Internet Service Only     | \$80.95        | \$83.95    |
| Performance Pro - Xfinity Internet Service Only | \$95.95        | \$98.95    |
| Blast! - Xfinity Internet Service Only          | \$100.95       | \$103.95   |
| Extreme Pro - Xfinity Internet Service Only     | \$105.95       | \$108.95   |
| Gigabit - Xfinity Internet Service Only         | \$110.95       | \$113.95   |



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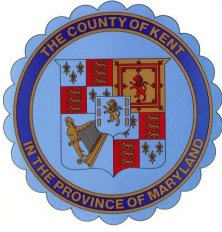
## **Contingency and Use of Fund Balance Report 11/30/2021 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

11-2-2021 Commissioner Report Contingency

| CONTINGENCY                                                                                                                                                |                                         |                    |                                                                                                   |  |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------|---------------------------------------------------------------------------------------------------|--|---|
| DATE<br>APPROVED                                                                                                                                           | DEPARTMENT                              | AMOUNT<br>APPROVED | DESCRIPTION                                                                                       |  |   |
| 8/24/21                                                                                                                                                    | Kent County Health Department (KCHD)    | \$ 227,000         | Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic     |  |   |
| 9/7/21                                                                                                                                                     | Circuit Court                           | 7,131              | Replace carpet in Kent County Circuit Court project #BM 22-01                                     |  |   |
| 9/28/21                                                                                                                                                    | Building and Grounds                    | 32,785             | Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02 |  |   |
| 10/5/21                                                                                                                                                    | Planning & Zoning                       | 1,039              | Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road                           |  |   |
| 10/12/21                                                                                                                                                   | Buildings/Grounds-Court House           | 40,852             | HVAC split system-Court House                                                                     |  | - |
| 10/26/21                                                                                                                                                   | Water and Wastewater Fund               | 129,600            | Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)          |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
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|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
|                                                                                                                                                            |                                         | -                  |                                                                                                   |  | - |
| TOTAL                                                                                                                                                      |                                         | <u>\$ 438,407</u>  |                                                                                                   |  |   |
| BEGINNING CONTINGENCY BUDGET                                                                                                                               |                                         | \$ 400,000         |                                                                                                   |  |   |
| ENDING CONTINGENCY BALANCE                                                                                                                                 |                                         | <u>\$ (38,407)</u> |                                                                                                   |  |   |
| USE OF FUND BALANCE                                                                                                                                        |                                         |                    |                                                                                                   |  |   |
| DATE<br>APPROVED                                                                                                                                           | DEPARTMENT                              | AMOUNT<br>APPROVED | DESCRIPTION                                                                                       |  |   |
| 6/22/2021                                                                                                                                                  | Sheriff's Office                        | \$ 54,776          | Body Cameras five year agreement                                                                  |  |   |
| 6/22/2021                                                                                                                                                  | University of Maryland Extension Office | \$ 15,156          | Increase FY22 Allocation-PTK positions salary increase                                            |  |   |
| 10/19/2021                                                                                                                                                 | Human Resources                         | \$ 3,269           | Transfer of current employee to HR Specialist                                                     |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
|                                                                                                                                                            |                                         |                    |                                                                                                   |  |   |
| TOTAL                                                                                                                                                      |                                         | <u>\$ 73,201</u>   |                                                                                                   |  |   |
| USE OF FUND BALANCE                                                                                                                                        |                                         |                    |                                                                                                   |  |   |
| Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target. |                                         |                    |                                                                                                   |  |   |



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**Thomas N. Yeager, County Attorney**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

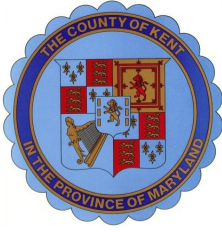
Legal Advice / Potential Litigation

STATUTORY AUTHORITY TO CLOSE SESSION

General Provisions Art. § 3-305(b) (7) To consult with counsel to obtain legal advice and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

**ATTACHMENTS:**

Description



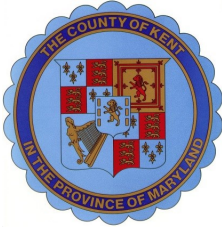
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**Scott Boone, Director, Information Technology**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Broadband Opportunities

Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State



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**Marty Hale, Director, Human Resources**  
**11/30/2021**  
**County Commissioners Meeting**

**Item Summary:**

Personnel

STATUTORY AUTHORITY TO CLOSE SESSION, 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