THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

November 16, 2021

6:00 PM 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 415 603 654#

Consent Items

#1 - Regular Session Minutes, November 2, 2021

#2 - Liquor Minutes, November 2, 2021

#3 - Information Technology (IT), VSGi Contract, Audio Visual (AV) Enhancements for Commissioners Hearing Room

County Attorney

Thomas N. Yeager, County Attorney

Introduction of Resolution 2021-17

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

Intrafamily Transfer in the Rural Character Zoning District Text Amendment

Appointments

Jim Quimby, COO, Derek DeWitt, Executive Director, and Dave Prichard, Manager, Boys and Girls Club of Harford and Cecil Counties

Club on the Go

Departmental Appointments

Wayne Darrell, Director, Emergency Services

Emergency Services Board

Bill Mackey, Director, Planning, Housing, and Zoning

Second Amendment of Maryland Environmental Service Stormwater Management Review

Human Resources Director

Compensatory Leave

Buy Back Request

Kent Alcohol and Tobacco Enforcement KATE

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Inspector's Quarterly Report

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Beer and Wine Sales in Food Retail Stores

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

2021 Liquor License Contingencies

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

License Modification Application

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Tobacco Violation Letter

County Administrator

Emily Stransky, Program Officer, Chesapeake Bay Trust Watershed Assistance Grant Program

Request for a Letter of Support

James Randy Guy, President, Commissioners of St. Mary's County

Opioid Settlement Funds Distribution

Muriel Cole, Co-Chair, Commission on Aging

Recommended Appointment

Rachel H. Hise, Department of Legislative Services

Invitation To Attend A Meeting

County Administrator Report

Charles D. MacLeod, Attorney, Representing GB Kennedyville, LLC

Village at Kennedyville, Subdivision Donation

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 415 603 654#

Procedures for Public Comment

For Your Information

Simon Kenyon, President, The Friends of Eastern Neck, Inc.

Thank You Letter

Mark Carper, Associate Planner, Planning, Housing, and Zoning

Minor Site Plan Approval

Carla Gerber, Deputy Director, Planning, Housing, and Zoning

Lot Line Adjustment

Joan O. Horsey, Chairman, Chestertown Library Preservation Foundation

Grant Funds Awarded

Contingency Fund

Contingency and Use of Fund Balance Report

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

#1 - Regular Session Minutes, November 2, 2021
11/16/2021
County Commissioners Meeting

ATTACHMENTS:
Description

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

ATTACHMENTS:
Description

#3 - Information Technology (IT), VSGi Contract, Audio Visual (AV) Enhancements for Commissioners Hearing Room
11/16/2021
County Commissioners Meeting

ATTACHMENTS:

Description

11.16.21 VSGi Customer Price and Agreement, Platinum Audio Visual and Video Conferencing Integration System, Commissioners Hearing Room, Quote Number 44475

11.16.21 VSGi Customer Price Agreement, Onsite Tech Labor, First Meeting Support, Platinum Audio Visual and Video Conferencing Integration System, Commissioners Hearing Room, Quote Number 44474

VSGi CUSTOMER PRICE

CUSTOMER INFORMATION	
COMPANY:	Kent County, Maryland
ADDRESS:	400 High Street
	Chestertown, MD 21620
CONTACT:	April Bitter, CAPM
PHONE:	410.778.5315
FAX:	
EMAIL:	abitter@kentgov.org
SITE(S)	GS-35F-0601T

DATE:	October 5, 2021
ACCT MNGR:	Rahsaan Wood
PHONE:	(703) 848-2834
FAX:	(703) 848-8211
QUOTE #:	44475

VSGi
7900 Westpark Dr Suite T-610
McLean, VA 22102

NOTE: REMIT TO ADDRESS LISTED BELOW.

EQUIPMENT / HARDWARE / PARTS

MODEL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
VCS-RM-PLAT	VSGi Platinum Audio Visual and Video Conferencing Integration (System) - GS-35F-0601T - Equipment Itemized Below	1	$ 44,206.07	$44,206.07
QB55R-N	Samsung - 55-Inch Commercial 4K UHD LED LCD Display (No Wi-Fi) - Manufactured in a TAA country	4	$ -	
FHB5147	Chief - Universal Flat Panel Mount Hardware Kit	4	$ -	
CSE-200	Clickshare CSE-200 Wireless Presentation System	1	$ -	
UC-CX100-T	Flex Advanced Video Conference System Integrator Kit with ASUS® Mini PC for Microsoft Teams® Rooms	1	$ -	
TR311	12X HD PTZ live streaming camera w/ AI Auto Tracking	1	$ -	
Raven 3104 Pro	4-port USB 3.2, 100m CAT 6a/7 Extender System	1	$ -	
SMP-111	Single Channel H.264 Streaming Media Processor & Recorder - 32GB Internal SSD + USB for additional storage	1	$ -	
DM-MD8X8-CPU3	8x8 DigitalMedia™ Switcher	1	$ -	
DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers	3	$ -	
DMC-4KZ-HDO	2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card for DM® Switchers	2	$ -	
DMC-4KZ-HDO	2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card for DM® Switchers	2	$ -	
DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	4	$ -	
TesiraFORTE DAN VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	1	$ -	
MXW8=-Z10	Desktop Base Gooseneck Transmitter	5	$ -	
MX415LPDF/C	Microflex® 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	5	$ -	
MXW2/SM58	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	2	$ -	
MXWAPT8=-Z10	8-Channel Access Point Transceiver	1	$ -	
MXWNCS8	8-Port Networked Charging Station	1	$ -	
GS108-PP-100NAS	8-Port Gigabit Ethernet High-power PoE+ Unmanaged Switch with FlexPoE (123W)	1	$ -	
AMP-X300	X Series Amplifier	1	$ -	
CP4	4-Series Control System	1	$ -	
GS108-PP-100NAS	8-Port Gigabit Ethernet High-power PoE+ Unmanaged Switch with FlexPoE (123W)	1	$ -	

MISC	Misc. Cables & Connectors as needed for Installation	1	$ -	
Estimated Shipping	**NOTE: Final shipping cost may be higher than estimated**	1		
			EQUIPMENT SUBTOTAL:	**$44,206.07**

VSGi MANAGED SERVICES

MODEL #	DESCRIPTION - SERVICES - GS-35F-0601T	QTY	UNIT PRICE	EXT PRICE
INS-VSG-PROG	VSGi Control & Touch Panel Design/Programming	27	$ 185.39	$5,005.54
INS-VSG-PROG	DSP Programming	6	$ 185.39	$1,112.34
INS-VSGI-CUSTFULL	**VSGi Custom Integration** – VSGi Custom Integration applies to all integrated room quotes. A Project Manager is assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. Custom Integration includes development of project design materials, Includes the setup and configuration of a videoconferencing codec and integrated room components, speed dial setup, client acceptance testing, on-site training, installation closeout and transition to ongoing support services.	10	$ 1,142.86	$11,428.57
MNT-PLAT-5SY1	**VSGi One Year Integrated Room 5 Star Service** – VSGi Integrated Room 5 Star Service includes Nationwide On-site technician support provided by VSGi technicians, 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). Standard manufacturer's warranty support on all videoconferencing and A/V equipment quoted above. The service contract provides VSGi Advanced Replacement Service on the Polycom and Cisco videoconferencing equipment only. All other equipment repair or replacement intervals will be in accordance with the standard manufacturer's warranty. Changes or modifications to the original touch-panel code can be provided on a T&M basis.	1	$ 4,475.89	$4,475.89
			SERVICES SUBTOTAL:	**$22,022.35**

EQUIPMENT & SERVICES TOTAL: $66,228.42

VSGi Service Descriptions

VSGi Installation Services

VSGi Installation – P/N: INS-VSG-BASICINSTALL - Basic VSGi Installation includes a Project Manager assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. The Basic VSGi Installation also includes development of project design materials, setup and configuration of a "roll-about system" (video codec, cart, monitor and NT device) or set-top/desktop unit, speed dial setup, client acceptance testing, on-site training, installation, closeout and transition to ongoing support services.

VSGi Premium Integration – P/N: INS-VSG-PREMIUM - VSGI Installation includes a Project Manager assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. Development of project design materials, Includes the setup and configuration of a videoconferencing codec, NT device and up to two (2) wall mounted monitors, speed dial setup, client acceptance testing, on-site training, installation closeout and transition to ongoing support services.

VSGi Custom Integration – P/N: INS-VSG-CUSTOM - VSGi Custom Integration applies to all integrated room quotes. A Project Manager is assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. Custom Integration includes development of project design materials, Includes the setup and configuration of a videoconferencing codec and integrated room components, speed dial setup, client acceptance testing, on-site training, installation closeout and transition to ongoing support services.

VSGi Advance Replacement Service - Manufacturer Specific

VSGi Advanced Replacement Service – VSGi Advanced Replacement Service Includes 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). The service contract provides coverage on the Polycom and Cisco videoconferencing equipment as quoted above. On-site technician support is available and can be provided on a T&M basis. **1 YEAR W/ AUTO RENEW**

VSGi 5 Star Service - Manufacturer Specific

VSGi 5 Star Service [Videoconference Codec] – VSGi 5 Star Service includes Nationwide On-site technician support provided by VSGi technicians, 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). The service contract provides coverage on the Polycom and Cisco videoconferencing equipment as quoted above. **1 YEAR W/ AUTO RENEW**

VSGi Integrated Room Services

VSGi Integrated Room Service - VSGi Integrated Room Service includes 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). Standard manufacturer warranty support on all videoconferencing and A/V equipment quoted above. The service contract provides VSGi Advanced Replacement Service on the Polycom and Cisco videoconferencing equipment only. All other equipment repair or replacement intervals will be in accordance with the standard manufacturer's warranty. On-site technician support is available and can be provided on a T&M basis. Changes or modifications to the original touch-panel code can be provided on a T&M basis. **1 YEAR W/ AUTO RENEW**

VSGi Integrated Room 5 Star Service – VSGi Integrated Room 5 Star Service includes Nationwide On-site technician support provided by VSGi technicians, 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). Standard manufacturer's warranty support on all videoconferencing and A/V equipment quoted above. The service contract provides VSGi Advanced Replacement Service on the Polycom and Cisco videoconferencing equipment only. All other equipment repair or replacement intervals will be in accordance with the standard manufacturer's warranty. Changes or modifications to the original touch-panel code can be provided on a T&M basis. **1 YEAR W/AUTO RENEW**

VSGi Platinum Service

VSGi Platinum Service Add-on – This service contract may be added to VSGi's 5 Star Service or VSGi's Integrated Room 5 Star Service contracts. The coverage provides proactive daily monitoring of the customer's videoconferencing codec and network facilities by VSGi's Helpdesk. The service requires the customer to provide a "Public, Static IP Address outside of the customer's firewall" to allow VSGi to connect the videoconferencing system to its worldwide management software for monitoring. **1 YEAR W/AUTO RENEW**

VSGi Service Agreement Notes

- Service contracts assume the Customer will provide an on site representative to support remote trouble-shooting by VSGi's Helpdesk
- Equipment covered with advance replacement service will be sent next business day for Customer requests received prior to 3:00PM "Local Time" and following remote testing with VSGi's Helpdesk.
- Equipment being returned to VSGi and/or the manufacture must be received within fifteen (15) days of the Customer's receipt of the replacement parts. VSGi reserves the right to invoice the Customer at the Manufacture's List Price for the replacement product. The Customer is responsible for all charges associated with returning the defective equipment to VSGi and/or the manufacture.
- On site technical support will be provided Monday through Friday, 8:00AM to 5:00PM, excluding Holidays.
- Software keys (updates, upgrades and/or features) are available 10 to 14 days after receipt of the Customer's service contract renewal.
- IP and/or ISDN network trouble-shooting is the Customer's responsibility unless they are a VSGi network customer.
- VSGi must have a T&M form signed by the Customer with the credit card authorization approved prior to scheduling a site visit or requisitioning parts.
- VSGi may repair, replace or refurbish defective or discontinued equipment with an equivalent part.

VSGi Installation Notes

- Installations are performed during normal business hours Monday - Friday
- Quoted installation intervals assume uninterrupted and daily access to the room
- Customer delays, restricted access or return visits to the room will result in "wait charges"
- Installations cancelled within seventy-two (72) hours of the start date will be billable
- Customer responsibilities
  - Electrical work must be completed prior to the scheduled installation
  - Wall reinforcement must be completed prior to the scheduled installation
  - IP & ISDN networks should be installed, tested and extended to the conference room prior to the scheduled installation

VSGi Terms & Conditions (Applicable to this Quote)

By signing this Quote, accepting VSGi products or services, or submitting a purchase order, Customer agrees that the prevailing contract terms in any conflict of terms will be the current "Standard Terms and Conditions" located at https://www.vsgi.com/terms/, which will become the exclusive and binding agreement between the parties for the purchase of products and services, even if rejection of terms language appears on any other Customer document. Summary: All invoices are due NET 30 from invoice date. This Quote is valid for 30 days from date of Quote. Prices are US dollars and exclude taxes. Shipping is FOB Origin. VSGi will bill for reasonable freight charges. Products are non-returnable once shipped unless rejected at delivery upon inspection for damaged goods or subject to the Warranty. Customer agrees that scheduling, time delays in the final installation, and additional charges including labor, travel, and reasonable expenses will be charged to the Customer if VSGi's work is impeded or delayed by the Customer or persons reasonable thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness. For invoice questions contact VSGi Collections at 703-848-8217. Purchase orders must include a Bill to Address, Ship to Address, and a Payables Contact Name, including telephone and fax number. Remit to address: Visual Systems Group, Inc., 015394 Collections Center Drive, Chicago, Illinois 60693

PURCHASE TERMS

1. PURCHASE PRICE:	$	66,228
2. PAYMENT TERMS	Net 30	

P. Thomas Mason

Customer Name (Printed)

P. Thomas Mason

Customer Signature

11/16/21

Date

Sales Tax Exempt (Y/N): Y

If sales tax exempt, copy of tax exemption certificate(s) must be returned with this quote

vsgi | HOW DO YOU COMMUNICATE?™

VSGi STANDARD TERMS AND CONDITIONS

Important Information about These Terms and Conditions: These Terms and Conditions constitute a binding contract between You ("**Customer**") and Visual Systems Group, Inc. a Delaware Company, headquartered at 7900 Westpark Drive Suite T-610 McLean, VA 22102 ("**VSGi**") and are referred to herein as either the **"Terms and Conditions"** or the **"Agreement."** (Customer and VSGi may be referred to individually as a "**party**" and collectively as the "**parties**"). These Terms and Conditions are subject to change without prior notice, from time to time, in VSGi's sole discretion. These Terms and Conditions are the entire understanding between Customer and VSGi and they supersede and replace any and all prior communications, agreements and understandings, whether oral, written, electronic or implied, if any, between VSGi with respect to the order(s) Customer are placing with VSGi. No other Terms and Conditions supplied by Customer as a condition of sale will be valid.

1) DEFINITIONS

Capitalized terms used but not defined in this section shall have the meaning assigned to such terms in the Agreement. The following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

a) **Deliverables**: any Products and Services described in the Quote

b) **Maintenance Services:** The range of services offered by VSGi to provide repair or replacement and technical support for Products if they do not function as designed. Maintenance Services include (but are not limited to) "Integrated Room," "5 Star," "Advanced Replacement," "5 Star Integrated Room," which are each further described in the "Service Agreement" provided at the time of purchase.

c) **Managed Services:** Vidyo Cloud, Videxio Powered Services, IP Network Services, Video Bridging and Gateway Services, Audio Conferencing Services, and Co-location, each of which may be further described in the supplement "Managed Services Descriptions."

d) **Product:** hardware, equipment, software, manufactured goods, or other physical items.

e) **Quote:** VSGi's formal proposal to the customer which is valid for 30 Days from date of quote, provides prices and details for Products and/or Services to be purchased.

f) **Services:** when used as a standalone term refers to both Maintenance Services and Managed Services, each defined herein, and any other service provided by VSGi including installation, configuration, or work performed under a Warranty.

g) **Statement of Work (SOW):** The document provided by VSGi which defines and limits the scope of a project.

2) TERM, ACCEPTANCE, & TERMINATION.

Customer accepts these Terms and Conditions by any of the following: (1) making a purchase, placing an order with, or otherwise requesting Products or Services from VSGi, (2) purchasing Managed Services which becomes effective the date upon which VSGi establishes a connection which is functioning and the Customer is notified of Service availability, (3) by signing a VSGi Quote, (4) Providing VSGi with a Purchase Order ("**PO**") or Service Order ("**SO**") Form, (5) Signing a copy of this Agreement, OR (6) accepting any Deliverables. This Agreement shall be in effect from the earliest date of any of these precipitating events and shall remain in effect for the duration of performance and delivery of Products and Services to Customer by VSGi and may not be Terminated except as described herein. Any modification, addition to, or waiver of any of these Terms and Conditions shall not be effective unless in writing and signed by an "Authorized Signatory" of VSGi, which is defined as the CEO, Vice Presidents, or Corporate Counsel. Customer accepts and agrees to be bound by these terms and conditions unless Customer and VSGi have signed a separately negotiated "Master Agreement," in which case the Terms and Conditions of the Master Agreement will control. Otherwise, any different or conflicting terms appearing in Customer's PO or other documents are expressly rejected by VSGi. In the event Customer has similar "rejection of terms language," use of VSGi Products or Services shall serve as prima facie evidence that this Agreement shall supersede all others. No relaxation, forbearance or indulgence by VSGi in enforcing any of the Terms and Conditions of this Agreement or the granting of any relaxation, forbearance, or indulgence to any other party shall prejudice or restrict the rights and powers of VSGi hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3) TERMS SPECIFIC TO SERVICES.

All Service Deliverables are subject to (1) the then current Service Descriptions as indicated in a SOW or Quote, (2) Manufacturer's then current End User License Agreement ("**EULA**"), and (3) Acceptable Use Policy ("**AUP**"), each of which is incorporated by reference into this Agreement.

Maintenance Services: Maintenance Services which have an original contract term of one (1) year or less shall automatically renew under the same terms and conditions for successive twelve (12) month terms on the anniversary of the date of original purchase. Either VSGi or Customer may

choose nonrenewal by providing written notice to the other party at least sixty (60) days prior to the expiration of the then current Term. Any such automatic renewal Term shall also be referred herein as the "**Term**."

Managed Services: Service Order Forms received after the Customer's initial order will be coterminous with the first Service Order Form received as part of the Agreement. Upon expiration, each Service Order Form(s) shall automatically renew under the same terms and conditions for successive twelve (12) month terms (excluding Month-to-Month ("**MTM**") terms), unless either party elects to Terminate such Service Order Form(s) by providing written notice thereof at least sixty (60) days prior to the expiration of the then current Term. In the event Customer Terminates the Agreement with respect to any Service Order Form(s) prior to the conclusion of the original Term, Customer shall pay to VSGi all charges for Service provided through the effective date of such cancellation plus a cancellation charge determined as follows: (i) the cancellation charge shall be an amount equal to the balance of the monthly recurring charges (then in effect at the time of cancellation) that otherwise would have become due for the unexpired balance of the Term; and (ii) if Customer was granted a discount or waiver with respect to any non-recurring charges based on the duration of Customer's Term commitment (an "**NRC Discount**"), then the cancellation charge also shall include an amount equal to the NRC Discount and will also include any and all additional charges that VSGi will be required to pay its provider due to Customer termination. The cancellation charge applicable to Customer's early termination of any renewal Term shall be calculated using the calculation in (i) above.

Default: VSGi may terminate Services and/or cease or suspend the provision of a Service upon default of the Customer without any liability to VSGi. Default includes: (i) the failure to pay any amount when due hereunder (after ten (10) days prior written notice of such failure to pay); (ii) the filing of a petition in bankruptcy by or against Customer, or any other similar action; (iii) any material breaches of this Agreement, which include but are not limited to violations of the "AUP," conduct by Customer or Customer's Users (as hereinafter defined) that may subject VSGi to civil or criminal litigation, charges and/or damages ("**Improper Conduct**"), and failure by Customer to take reasonable steps to monitor and safeguard against unauthorized access and other Improper Conduct by Customer's Users. In addition, if VSGi in its reasonable discretion believes there may be Improper Conduct by Customer or Customer's Users, whether or not it is later determined that such Improper Conduct took place, VSGi may Terminate this Agreement and/or cease or suspend the provision of the Service without liability. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of Termination, nor shall it preclude VSGi from pursuing any other remedies available to it, at law or in equity. Termination due to default by Customer shall also subject Customer to the cancellation fees described herein.

In the event a law or regulatory action impairs the provision of Service under this Agreement, as reasonably determined by VSGi, VSGi may, at its option and without liability, Terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action ("**Regulatory Modification**"); provided, however, that VSGi shall provide forty-five (45) days prior written notice to Customer of any such Regulatory Modification, unless VSGi determines, in good faith business judgment, that it is necessary to reduce the forgoing notice period.

4) **PAYMENT TERMS, BILLING SCHEDULE, & TAXES.**

Down Payment: In the amount of 40% of the PO shall be due NET 30 from invoice date. This invoice will be billed after customer's PO has been received.

First Milestone Payment: In the amount of 40% of the PO shall be due NET 30 from invoice date. This invoice will be billed upon shipment of substantially all of the Product to Customer's designated site (or, if applicable, upon delivery of the Product to VSGi's warehouse for staging if staging is either requested by Customer or Customer has been advised by VSGi that staging is necessary).

Final Payment: In the amount of 20% of the PO plus applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by VSGi and Customer. Payment shall be due NET 30 from invoice date. This invoice will be sent upon substantial completion of the project.

Maintenance Services: Maintenance Services are invoiced at the beginning of a Maintenance Term for the entire coverage Term. Maintenance Services renewal, as described in Section 3 of this Agreement, is invoiced at the start of the new Term. Payment shall be due NET 30 from invoice date.

Managed Services: VSGi provided monthly-recurring managed services will be invoiced monthly. Customer agrees to pay all applicable rates and charges set forth on each Service Order Form(s) hereto, which are incorporated by reference herein. Billing for the Non-Recurring Charge ("**NRC**") component of the Service shall be made upon execution of the applicable Service Order Form(s). Cloud Service usage charges will be billed in full minute increments and begin at the Setup time and end when either the last participating endpoint

or participant in the conference disconnects or the Technician terminates the conference. Billing is monthly for the prior month's usage based on the Service features and options utilized. In addition to such rates and charges, Customer shall be responsible for all taxes and fees assessed in connection with the Service.

VSGi reserves the right, for any reason, to (i) eliminate certain or all components of the Service or (ii) modify the rates and charges relating to certain or all components of the Service (each affected component, whether eliminated or subject to changes in rates or charges, is an "**Affected Service**"), each upon not less than thirty (30) days advance written notice to Customer. In the event VSGi notifies Customer of a modification in rates or charges that will be to Customer's detriment, Customer may terminate this Agreement with respect to the affected Services, without penalty, upon not less than thirty (30) days advance written notice to VSGi. Customer agrees to VSGi's initial and continuing credit review and approval of Customer. VSGi reserves the right to condition provision of Service on such credit review and/or reasonable assurance of payment, and may eliminate all or certain components of the Service upon 10 days' written notice if VSGi is not satisfied that Customer is creditworthy.

General: VSGi's payment terms are NET 30 from invoice issue date. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate Termination of Service, if applicable. Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the Product and services, except for any income tax assessed upon VSGi. In the event of default, Customer will be responsible for the payment of all completed services and for all Product and like material which has been shipped up to the date of default. If VSGi is serving as a subcontractor, VSGi shall be paid NET 30, even if the Prime contractor is unable to collect payment from the end user.

If Customer is tax exempt, please send exemption certificate(s) to receivables@vsgi.com.

Remit to address for payments: Visual Systems Group, Inc. 015394 Collections Center Dr. Chicago, IL 60693

5) **DELIVERY.**

VSGi will use its best efforts to deliver the Products in accordance with the Customer requested delivery date subject to receipt of all necessary information from Customer.

VSGi shall have no liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, terrorism, manufacturer caused Product or part shortages, transportation facilities, fuel or energy shortages, compliance with government regulations which cause delay, unavailability of communications services or network facilities, or other causes beyond our control whether or not similar to the foregoing ("**Excusable Delay**" or "**Force Majeure**"). Shipping dates are approximate only. Any delay shall extend delivery dates to the extent caused thereby.

Customer shall reimburse VSGi its additional expenses resulting from any Customer-caused delay in delivery. When delivery of the Product is delayed at the request of the Customer and the Product has already been shipped to VSGi, VSGi will place the Product in storage and VSGi will immediately invoice the Customer for said equipment, and VSGi reserves the right to charge customer a storage fee at actual cost. The Customer shall have no right to cancel or rescind this agreement by reason of an Excusable Delay as defined herein, and shall accept such delayed performance by VSGi. The Customer's receipt of the Product shall constitute a waiver of any claims for delay. VSGi will bill customer for reasonable freight charges. **Products are non-returnable once shipped** unless rejected at delivery upon inspection for damaged goods or subject to the Warranty as defined herein. Provide accurate shipping information. If shipping information provide is incorrect, additional charges and a Change Order may be required.

6) **TITLE, RISK OF LOSS.**

Title to the Product shall pass to Customer upon delivery, subject to a purchase money security interest retained by VSGi in the Product sold and the proceeds thereof until payment of all amounts then due to VSGi. VSGi shall be entitled to remove the Product from the Customer's premises if all payments are not made when due. Customer agrees to execute financing statements under the Uniform Commercial Code or other documents as VSGi requests to protect its security interest. Shipping is FOB Origin; risk of loss or damage to the Product or any part thereof shall pass to the Customer upon shipment.

7) **INSTALLATION & SITE PREPARATION.**

Installation, configuration, commissioning, and end user overview is to be performed by VSGi's trained technical employees. VSGi shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the

event installation by VSGi employees is prevented by trade unions, the Customer shall arrange with the trade unions at its own expense to complete installation. VSGi is thereafter liable only for engineering supervision of installation. VSGi shall coordinate and cooperate with other trades to facilitate satisfactory work progress. Installations are performed during normal business hours Monday through Friday. Quoted installation intervals assume uninterrupted and daily access to the room.

a) **Customer Responsibilities.**
   i) ***Site Preparation.*** The Customer shall be responsible for preparing, at its own expense, the installation site(s) in accordance with VSGi's instructions, including the requirements specified in the quotation or statement of work. Substantial completion of construction activities, including but not limited to: electrical, ceilings, core drills and conduit, walls, wall reinforcements, finishing (paint, wallpaper, fabric, molding, and similar), flooring, infrastructure network cabling, and terminations must be completed prior to the scheduled installation... Customer will ensure worksites are substantially free of dust and excessive moisture prior to VSGi arrival. In no event shall VSGi be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.
   ii) ***Furniture and Built-ins***. Customer furniture and built-ins must be installed prior to the scheduled installation. Customer will be responsible for table modifications and cuts for cable cubbies venting and the like.
   iii) ***Network.*** IP, Phone, VoIP and Broadcast networks, switch port terminations, routers and firewalls, IP address, and Exchange Server configurations, and similar, should be installed, tested, and extended to the installation site prior to the scheduled installation. Unless otherwise specified, If VSGi Product is residing on the Customer's network, the Customer will provide all IP addresses defined by VSGi Project Management prior to installation start. Additionally, VSGi Project Management may request VPN access for remote support of the Product once the project is deemed complete and transferred to the VSGi support team. Customer will Provide guest internet access for the VSGi lead technician on-site to allow for product firmware updates and remote programming adjustments. Customer will provide a fully qualified domain name, required on each server to allow full functionality of key components of installed Product. Customer shall provide VSGi with source code for any non-VSGi programmed remote control system required to be modified under the terms of this agreement.
   iv) ***Access and Permitting.*** Customer will provide VSGi a secure area for equipment deliveries a minimum of one (1) week prior to the installation and shall designate an individual on Customer's staff to serve as a contact person for all site preparation and delivery issues. Customer shall provide VSGi with free access to the installation site for the purpose of preparation and installation. The Customer shall indemnify VSGi against any loss, damage or claim arising out of the condition of the storage and installation premises such as fire, flood, theft, or similar loss. Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required, in connection with the installation and/or use of the Product and access to the premises where the Product shall be situated. Customer is responsible for ensuring permitting complies with local ordinances and regulations and shall indemnify VSGi for the same.
   v) ***Customer Provided Equipment.*** Customer furnished equipment should be onsite and installed (as applicable) prior to the scheduled installation. It is Customer's responsibility to provide resources to troubleshoot customer's existing equipment. VSGi can troubleshoot existing equipment at an additional cost. Customer should complete required software updates/upgrades to any Product VSGi is not installing prior to installation. Any updates/upgrades VSGi performs must have a direct relation to the current project and/or functionality of the new Product. The Customer is responsible for their personal desktop, computer and/or mobile devices and ensuring the devices, cameras, and audio connections meet the then current minimum equipment and computing requirements to utilize any service provided by VSGi.
   vi) ***Project Management.*** The Customer shall provide a single point of contact for communication and day-to-day management of the project. This person should have the authority to act on all aspects of the project, should be available during standard business hours, should help coordinate and communicate information within the Customer's organization, and should designate a back-up contact when the primary contact is unavailable.
   vii) ***Training and Sign Off.*** Customer must determine training attendees and ensure they attend at the agreed upon date and time, typically held on the last scheduled day of the onsite installation. Training should be limited to 3-4 individuals per sessions with a maximum

session length of four (4) hours. Customer shall have an authorized representative available on last day of install to provide written sign-off (with or without exceptions). Customer will sign-off on programming requirements in a timely manner.

6) CUSTOMER DELAYS.

a) ***Cancelations or Postponements.*** Customer agrees that scheduling, time delays in the final installation, and additional charges including labor, travel, and reasonable expenses will be charged to the Customer if VSGi's work is impeded or delayed by the Customer or persons reasonably thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness as described above. A Change Order form signed by the Customer must be returned to VSGi prior to VSGi rededicating resources. *Customer explicitly agrees to pay all fees and charges as described in this Agreement.* Cancellations/postponement less than five (5) business days from install date are subject to recuperation of lost travel expenses and 50% of scheduled time up to a one week at $200/ hour for each technician scheduled to be on site. Cancellations/postponement six (6) to ten (10) business days are subject to recuperation of lost travel expenses and 25% of scheduled time up to a one week at $200/ hour for each technician scheduled to be on site

b) ***Delays, Cancelations, or Postponement While On Premises.*** Delays while VSGi resources are on Customer's site caused by the Customer or persons reasonably thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness as described above, shall be subject to a charge of $200/hour for each resource onsite. Cancelations, or postponement while on premises are subject to a penalty equal to 75% of installation charge.

c) ***Return Visits.*** Return visits are subject to a new quote provided by VSGi and the rates specified therein based on the scope of incomplete work.

7) LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER AND SUBSTITUTE PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY IN CASES OF NEGLIGENCE OR WILLFUL MISCONDUCT, WHICH RESULTS IN PERSONAL INJURY OR TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT. VSGi SHALL HAVE NO LIABILITY FOR DAMAGES DUE TO MANUFACTURER DEFECT,

8) **DISCLAIMER OF WARRANTY.**

VSGi AN AUTHORIZED RESELLER OF CERTAIN MANUFACTURERS' PRODUCTS AND SERVICES AND WARRANT THAT VSGi IS AUTHORIZED TO SELL THE PRODUCTS AND SERVICES PROVIDED. CUSTOMER WILL RECEIVE ANY MANUFACTURER'S ORIGINAL WARRANTY ON THE PRODUCTS OR SERVICES PURCHASED FROM VSGi SUBJECT TO APPLICABLE RESTRICTIONS AS PROVIDED BY THE MANUFACTURER. VSGi AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE PRODUCT AND SERVICES ARE PROVIDED BY VSGi AND ITS LICENSORS "AS IS". VSGi AND ITS LICENSORS DO NOT WARRANT THAT THE PRODUCT OR ANY PORTION THEREOF, ARE ERROR OR BUG FREE, OR THAT YOUR USE OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED. VSGi AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE PRODUCT. VSGi AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SHIPMENT OF THE APPLICABLE PRODUCT. THE PRODUCT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). SERVICES ARE NOT

AUTHORIZED FOR USE IN CRITICAL SAFETY OR OTHER APPLICATIONS WHERE ANY FAILURE MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE, OR CATASTROPHIC DAMAGE TO PROPERTY (EACH "**PROHIBITED APPLICATION**"). THE FOREGOING SHALL NOT LIMIT THE USE OF THE SERVICE FOR HEALTHCARE APPLICATIONS, WHICH SHALL BE SUBMITTED TO THE LIMITATIONS SET FORTH AS FOLLOWS: HEALTHCARE APPLICATIONS – VSGI MAKES NO REPRESENTATION OR WARRANTIES THAT ITS SERVICE CAN ACHIEVE;
UNALTERED TRANSMISSION OF STILL IMAGES, VIDEO IMAGES OR AUDIO
CONTINUOUS, UNINTERRUPTED AND NON-CORRUPTED TRANSMISSIONS OF SUCH STILL IMAGES, VIDEO IMAGES OR AUDIO (EACH A "**DISCLAIMED APPLICATION**").
THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE FOOD AND DRUG ADMINISTRATION HAS NOT AUTHORIZED THE MEDICAL EFFECTIVENESS OF THE SERVICE
THE CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD VSGI AND ITS SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES AND COSTS ARISING OUT OF/OR IN CONNECTION WITH THE USE OF THE SERVICE FOR A PROHIBITED APPLICATION OR A DISCLAIMED APPLICATION.
IF CUSTOMER PURCHASED ADDITIONAL VSGi SERVICES (INCLUDING, BUT NOT LIMITED TO, "**5 STAR**" OR "**ADVANCED REPLACEMENT**") SERVICES WHICH ARE SUBJECT TO THE SEPARATE SERVICES AGREEMENT ISSUED TO CUSTOMER AT THE TIME OF PURCHASE. CUSTOMER OR ANY USER OF THE PRODUCT SHALL (I) NOTIFY VSGi AS SOON AS ANY UNUSUAL OPERATING PECULIARITY APPEARS, AND (II) OPERATE THE PRODUCT IN A SAFE AND COMPETENT MANNER IN STRICT COMPLIANCE WITH ESTABLISHED SAFETY OPERATING PROCEDURES AND APPLICABLE LAWS AND GOVERNMENT REGULATIONS. IN THE EVENT THE CUSTOMER OR ANY USER OF THE PRODUCT FAILS TO COMPLY WITH ANY OF THE ABOVE-STATED CONDITIONS, VSGi'S WARRANTIES AND ITS OBLIGATIONS HEREUNDER SHALL TERMINATE WITHOUT NOTICE TO CUSTOMER.

9) **INFRINGEMENT DEFENSE AND INDEMNIFICATION.**
VSGi will defend and indemnify Customer for damages, costs, and attorney's fees Customer incurs from any third party claim that VSGi's Services infringe on any U.S. patent, copyright, or trademark. Customer will defend, indemnify, and hold VSGi harmless for damages, costs, and attorney's fees VSGi incurs from any claim arising from Customer's manner of using the Products and Services, Customer's combination of the Products and Services with other products or services not provided by VSGi , or Customer's modification of the Products or Services. In addition, Customer will indemnify VSGi for Damages incurred for any third party claim(s) arising out of or in connection with injuries suffered by our employees or agents at any facility owned or operated by Customer, except to the extent the injury is caused by the employee or agent. Customer will not be responsible to the extent that such Damages arise out of any negligent action or omission by our employees or agents. The indemnifying party shall conduct the defense and shall have control of the litigation; the other party shall give prompt notice of claims and shall cooperate in defending against the claim. Each party will indemnify, defend and hold the other party and its officers, directors, shareholders, employees and agents harmless from and against all damages of any kind, including costs, liabilities and expenses (including reasonable attorneys' fees) (collectively, "**Damages**"), incurred for any third party claim(s) arising out of or in connection with, (i) any material misrepresentation or breach of any material representation, warranty or obligation by the indemnifying party under this Agreement, or (ii) any unlawful or negligent act by the indemnifying party.

10) **SEVERABILITY AND AMENDMENT.**
If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. This Agreement may be modified in writing solely by an amendment executed by authorized representatives of both parties. Where these Terms and Conditions are not applicable to certain Government entities through force of law or regulation, all other Terms and Conditions not expressly prohibited shall apply.

11) **GENERAL.**
The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by VSGi upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein. Prices are quoted in U.S. dollars. Federal, State, Local, VAT and other taxes and fees are not included in the quote.

12) **ENTIRE AGREEMENT.**
This Agreement constitutes the entire understanding of the parties with respect to the Services provided herein and supersedes all previous agreements and understandings, whether written or oral.

13) LEGAL NOTICES.
All legal notices should be sent to VSGi, c/o Corporate Counsel, 7900 Westpark Drive Suite T-610 McLean, VA 22102. Electronic notices should be sent to contracts@vsgi.com.

14) GOVERNING LAW.
The construction, interpretation, and performance of this Agreement shall be governed by the local laws of Maryland, without giving effect to choice of law doctrines.

VSGi CUSTOMER PRICE

CUSTOMER INFORMATION		DATE:	October 5, 2021
COMPANY:	Kent County, Maryland	ACCT MNGR:	Rahsaan Wood
ADDRESS:	400 High Street	PHONE:	(703) 848-2834
		FAX:	(703) 848-8211
	Chestertown, MD 21620	QUOTE #:	44474
CONTACT:	April Bitter, CAPM		
PHONE:	410.778.5315		
FAX:			
EMAIL:	abitter@kentgov.org		
SITE(S)			

VSGi
7900 Westpark Dr Suite T-610
McLean, VA 22102

NOTE: REMIT TO ADDRESS LISTED BELOW.

VSGi MANAGED SERVICES

MODEL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
VSGi-SERV-ONS	VSGi One Day Onsite Tech Labor For 1st Meeting Support	1	$ 1,200.00	$1,200.00
			SERVICES SUBTOTAL:	$1,200.00

EQUIPMENT & SERVICES TOTAL: $1,200.00

VSGi Service Descriptions

VSGi Installation Services

VSGi Installation – P/N: INS-VSG-BASICINSTALL - Basic VSGi Installation includes a Project Manager assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. The Basic VSGi Installation also includes development of project design materials, setup and configuration of a "roll-about system" (video codec, cart, monitor and NT device) or set-top/desktop unit, speed dial setup, client acceptance testing, on-site training, installation, closeout and transition to ongoing support services.

VSGi Premium Integration – P/N: INS-VSG-PREMIUM - VSGI Installation includes a Project Manager assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. Development of project design materials, Includes the setup and configuration of a videoconferencing codec, NT device and up to two (2) wall mounted monitors, speed dial setup, client acceptance testing, on-site training, installation closeout and transition to ongoing support services.

VSGi Custom Integration – P/N: INS-VSG-CUSTOM - VSGi Custom Integration applies to all integrated room quotes. A Project Manager is assigned to plan, guide, and oversee day-to-day internal activities as well as develop, maintain, and adhere to project guidelines and timetables. Custom Integration includes development of project design materials, Includes the setup and configuration of a videoconferencing codec and integrated room components, speed dial setup, client acceptance testing, on-site training, installation closeout and transition to ongoing support services.

VSGi Advance Replacement Service - Manufacturer Specific

VSGi Advanced Replacement Service – VSGi Advanced Replacement Service Includes 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). The service contract provides coverage on the Polycom and Cisco videoconferencing equipment as quoted above. On-site technician support is available and can be provided on a T&M basis. **1 YEAR W/ AUTO RENEW**

VSGi 5 Star Service - Manufacturer Specific

VSGi 5 Star Service [Videoconference Codec] – VSGi 5 Star Service includes Nationwide On-site technician support provided by VSGi technicians, 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). The service contract provides coverage on the Polycom and Cisco videoconferencing equipment as quoted above. **1 YEAR W/ AUTO RENEW**

VSGi Integrated Room Services

VSGi Integrated Room Service - VSGi Integrated Room Service includes 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). Standard manufacturer warranty support on all videoconferencing and A/V equipment quoted above. The service contract provides VSGi Advanced Replacement Service on the Polycom and Cisco videoconferencing equipment only. All other equipment repair or replacement intervals will be in accordance with the standard manufacturer's warranty. On-site technician support is available and can be provided on a T&M basis. Changes or modifications to the original touch-panel code can be provided on a T&M basis. **1 YEAR W/ AUTO RENEW**

VSGi Integrated Room 5 Star Service – VSGi Integrated Room 5 Star Service includes Nationwide On-site technician support provided by VSGi technicians, 24 x 7 technical support provided by VSGi's Helpdesk (Toll-free), RMA support, next day repair or replacement parts for defective equipment, software updates for videoconferencing codecs, manufacturer's warranty support, on-line ticketing, 24/7/365 access to VSGi's videoconferencing test facilities (IP/ISDN). Standard manufacturer's warranty support on all videoconferencing and A/V equipment quoted above. The service contract provides VSGi Advanced Replacement Service on the Polycom and Cisco videoconferencing equipment only. All other equipment repair or replacement intervals will be in accordance with the standard manufacturer's warranty. Changes or modifications to the original touch-panel code can be provided on a T&M basis. **1 YEAR W/AUTO RENEW**

VSGi Platinum Service

VSGi Platinum Service Add-on – This service contract may be added to VSGi's 5 Star Service or VSGi's Integrated Room 5 Star Service contracts. The coverage provides proactive daily monitoring of the customer's videoconferencing codec and network facilities by VSGi's Helpdesk. The service requires the customer to provide a "Public, Static IP Address outside of the customer's firewall" to allow VSGi to connect the videoconferencing system to its worldwide management software for monitoring. **1 YEAR W/AUTO RENEW**

VSGi Service Agreement Notes

- Service contracts assume the Customer will provide an on site representative to support remote trouble-shooting by VSGi's Helpdesk
- Equipment covered with advance replacement service will be sent next business day for Customer requests received prior to 3:00PM "Local Time" and following remote testing with VSGi's Helpdesk.
- Equipment being returned to VSGi and/or the manufacture must be received within fifteen (15) days of the Customer's receipt of the replacement parts. VSGi reserves the right to invoice the Customer at the Manufacture's List Price for the replacement product. The Customer is responsible for all charges associated with returning the defective equipment to VSGi and/or the manufacture.
- On site technical support will be provided Monday through Friday, 8:00AM to 5:00PM, excluding Holidays.
- Software keys (updates, upgrades and/or features) are available 10 to 14 days after receipt of the Customer's service contract renewal.
- IP and/or ISDN network trouble-shooting is the Customer's responsibility unless they are a VSGi network customer.
- VSGi must have a T&M form signed by the Customer with the credit card authorization approved prior to scheduling a site visit or requisitioning parts.
- VSGi may repair, replace or refurbish defective or discontinued equipment with an equivalent part.

VSGi Installation Notes

- Installations are performed during normal business hours Monday - Friday
- Quoted installation intervals assume uninterrupted and daily access to the room
- Customer delays, restricted access or return visits to the room will result in "wait charges"
- Installations cancelled within seventy-two (72) hours of the start date will be billable
- Customer responsibilities
  - Electrical work must be completed prior to the scheduled installation
  - Wall reinforcement must be completed prior to the scheduled installation
  - IP & ISDN networks should be installed, tested and extended to the conference room prior to the scheduled installation

VSGi Terms & Conditions (Applicable to this Quote)

By signing this Quote, accepting VSGi products or services, or submitting a purchase order, Customer agrees that the prevailing contract terms in any conflict of terms will be the current "Standard Terms and Conditions" located at https://www.vsgi.com/terms/, which will become the exclusive and binding agreement between the parties for the purchase of products and services, even if rejection of terms language appears on any other Customer document. Summary: All invoices are due NET 30 from invoice date. This Quote is valid for 30 days from date of Quote. Prices are US dollars and exclude taxes. Shipping is FOB Origin. VSGi will bill for reasonable freight charges. Products are non-returnable once shipped unless rejected at delivery upon inspection for damaged goods or subject to the Warranty. Customer agrees that scheduling, time delays in the final installation, and additional charges including labor, travel, and reasonable expenses will be charged to the Customer if VSGi's work is impeded or delayed by the Customer or persons reasonable thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness. For invoice questions contact VSGi Collections at 703-848-8217. Purchase orders must include a Bill to Address, Ship to Address, and a Payables Contact Name, including telephone and fax number. Remit to address: Visual Systems Group, Inc., 015394 Collections Center Drive, Chicago, Illinois 60693

PURCHASE TERMS

1. PURCHASE PRICE:	$	1,200
2. PAYMENT TERMS	Net 30	

P. Thomas Mason

Customer Name (Printed)

P. Thomas Mason

Customer Signature

11/16/21

Date

Sales Tax Exempt (Y/N): Y

If sales tax exempt, copy of tax exemption certificate(s) must be returned with this quote

vsgi HOW DO YOU COMMUNICATE?™

VSGi STANDARD TERMS AND CONDITIONS

Important Information about These Terms and Conditions: These Terms and Conditions constitute a binding contract between You ("**Customer**") and Visual Systems Group, Inc. a Delaware Company, headquartered at 7900 Westpark Drive Suite T-610 McLean, VA 22102 ("**VSGi**") and are referred to herein as either the "**Terms and Conditions**" or the "**Agreement.**" (Customer and VSGi may be referred to individually as a "**party**" and collectively as the "**parties**"). These Terms and Conditions are subject to change without prior notice, from time to time, in VSGi's sole discretion. These Terms and Conditions are the entire understanding between Customer and VSGi and they supersede and replace any and all prior communications, agreements and understandings, whether oral, written, electronic or implied, if any, between VSGi with respect to the order(s) Customer are placing with VSGi. No other Terms and Conditions supplied by Customer as a condition of sale will be valid.

1) DEFINITIONS

Capitalized terms used but not defined in this section shall have the meaning assigned to such terms in the Agreement. The following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

a) **Deliverables**: any Products and Services described in the Quote

b) **Maintenance Services:** The range of services offered by VSGi to provide repair or replacement and technical support for Products if they do not function as designed. Maintenance Services include (but are not limited to) "Integrated Room," "5 Star," "Advanced Replacement," "5 Star Integrated Room," which are each further described in the "Service Agreement" provided at the time of purchase.

c) **Managed Services:** Vidyo Cloud, Videxio Powered Services, IP Network Services, Video Bridging and Gateway Services, Audio Conferencing Services, and Co-location, each of which may be further described in the supplement "Managed Services Descriptions."

d) **Product:** hardware, equipment, software, manufactured goods, or other physical items.

e) **Quote:** VSGi's formal proposal to the customer which is valid for 30 Days from date of quote, provides prices and details for Products and/or Services to be purchased.

f) **Services:** when used as a standalone term refers to both Maintenance Services and Managed Services, each defined herein, and any other service provided by VSGi including installation, configuration, or work performed under a Warranty.

g) **Statement of Work (SOW):** The document provided by VSGi which defines and limits the scope of a project.

2) TERM, ACCEPTANCE, & TERMINATION.

Customer accepts these Terms and Conditions by any of the following: (1) making a purchase, placing an order with, or otherwise requesting Products or Services from VSGi, (2) purchasing Managed Services which becomes effective the date upon which VSGi establishes a connection which is functioning and the Customer is notified of Service availability, (3) by signing a VSGi Quote, (4) Providing VSGi with a Purchase Order ("**PO**") or Service Order ("**SO**") Form, (5) Signing a copy of this Agreement, OR (6) accepting any Deliverables. This Agreement shall be in effect from the earliest date of any of these precipitating events and shall remain in effect for the duration of performance and delivery of Products and Services to Customer by VSGi and may not be Terminated except as described herein. Any modification, addition to, or waiver of any of these Terms and Conditions shall not be effective unless in writing and signed by an "Authorized Signatory" of VSGi, which is defined as the CEO, Vice Presidents, or Corporate Counsel. Customer accepts and agrees to be bound by these terms and conditions unless Customer and VSGi have signed a separately negotiated "Master Agreement," in which case the Terms and Conditions of the Master Agreement will control. Otherwise, any different or conflicting terms appearing in Customer's PO or other documents are expressly rejected by VSGi. In the event Customer has similar "rejection of terms language," use of VSGi Products or Services shall serve as prima facie evidence that this Agreement shall supersede all others. No relaxation, forbearance or indulgence by VSGi in enforcing any of the Terms and Conditions of this Agreement or the granting of any relaxation, forbearance, or indulgence to any other party shall prejudice or restrict the rights and powers of VSGi hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3) TERMS SPECIFIC TO SERVICES.

All Service Deliverables are subject to (1) the then current Service Descriptions as indicated in a SOW or Quote, (2) Manufacturer's then current End User License Agreement ("**EULA**"), and (3) Acceptable Use Policy ("**AUP**"), each of which is incorporated by reference into this Agreement.

Maintenance Services: Maintenance Services which have an original contract term of one (1) year or less shall automatically renew under the same terms and conditions for successive twelve (12) month terms on the anniversary of the date of original purchase. Either VSGi or Customer may

choose nonrenewal by providing written notice to the other party at least sixty (60) days prior to the expiration of the then current Term. Any such automatic renewal Term shall also be referred herein as the "**Term**."

Managed Services: Service Order Forms received after the Customer's initial order will be coterminous with the first Service Order Form received as part of the Agreement. Upon expiration, each Service Order Form(s) shall automatically renew under the same terms and conditions for successive twelve (12) month terms (excluding Month-to-Month ("**MTM**") terms), unless either party elects to Terminate such Service Order Form(s) by providing written notice thereof at least sixty (60) days prior to the expiration of the then current Term. In the event Customer Terminates the Agreement with respect to any Service Order Form(s) prior to the conclusion of the original Term, Customer shall pay to VSGi all charges for Service provided through the effective date of such cancellation plus a cancellation charge determined as follows: (i) the cancellation charge shall be an amount equal to the balance of the monthly recurring charges (then in effect at the time of cancellation) that otherwise would have become due for the unexpired balance of the Term; and (ii) if Customer was granted a discount or waiver with respect to any non-recurring charges based on the duration of Customer's Term commitment (an "**NRC Discount**"), then the cancellation charge also shall include an amount equal to the NRC Discount and will also include any and all additional charges that VSGi will be required to pay its provider due to Customer termination. The cancellation charge applicable to Customer's early termination of any renewal Term shall be calculated using the calculation in (i) above.

Default: VSGi may terminate Services and/or cease or suspend the provision of a Service upon default of the Customer without any liability to VSGi. Default includes: (i) the failure to pay any amount when due hereunder (after ten (10) days prior written notice of such failure to pay); (ii) the filing of a petition in bankruptcy by or against Customer, or any other similar action; (iii) any material breaches of this Agreement, which include but are not limited to violations of the "AUP," conduct by Customer or Customer's Users (as hereinafter defined) that may subject VSGi to civil or criminal litigation, charges and/or damages ("**Improper Conduct**"), and failure by Customer to take reasonable steps to monitor and safeguard against unauthorized access and other Improper Conduct by Customer's Users. In addition, if VSGi in its reasonable discretion believes there may be Improper Conduct by Customer or Customer's Users, whether or not it is later determined that such Improper Conduct took place, VSGi may Terminate this Agreement and/or cease or suspend the provision of the Service without liability. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of Termination, nor shall it preclude VSGi from pursuing any other remedies available to it, at law or in equity. Termination due to default by Customer shall also subject Customer to the cancellation fees described herein.

In the event a law or regulatory action impairs the provision of Service under this Agreement, as reasonably determined by VSGi, VSGi may, at its option and without liability, Terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action ("**Regulatory Modification**"); provided, however, that VSGi shall provide forty-five (45) days prior written notice to Customer of any such Regulatory Modification, unless VSGi determines, in good faith business judgment, that it is necessary to reduce the forgoing notice period.

4) **PAYMENT TERMS, BILLING SCHEDULE, & TAXES.**

Down Payment: In the amount of 40% of the PO shall be due NET 30 from invoice date. This invoice will be billed after customer's PO has been received.

First Milestone Payment: In the amount of 40% of the PO shall be due NET 30 from invoice date. This invoice will be billed upon shipment of substantially all of the Product to Customer's designated site (or, if applicable, upon delivery of the Product to VSGi's warehouse for staging if staging is either requested by Customer or Customer has been advised by VSGi that staging is necessary).

Final Payment: In the amount of 20% of the PO plus applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by VSGi and Customer. Payment shall be due NET 30 from invoice date. This invoice will be sent upon substantial completion of the project.

Maintenance Services: Maintenance Services are invoiced at the beginning of a Maintenance Term for the entire coverage Term. Maintenance Services renewal, as described in Section 3 of this Agreement, is invoiced at the start of the new Term. Payment shall be due NET 30 from invoice date.

Managed Services: VSGi provided monthly-recurring managed services will be invoiced monthly. Customer agrees to pay all applicable rates and charges set forth on each Service Order Form(s) hereto, which are incorporated by reference herein. Billing for the Non-Recurring Charge ("**NRC**") component of the Service shall be made upon execution of the applicable Service Order Form(s). Cloud Service usage charges will be billed in full minute increments and begin at the Setup time and end when either the last participating endpoint

or participant in the conference disconnects or the Technician terminates the conference. Billing is monthly for the prior month's usage based on the Service features and options utilized. In addition to such rates and charges, Customer shall be responsible for all taxes and fees assessed in connection with the Service.

VSGi reserves the right, for any reason, to (i) eliminate certain or all components of the Service or (ii) modify the rates and charges relating to certain or all components of the Service (each affected component, whether eliminated or subject to changes in rates or charges, is an "**Affected Service**"), each upon not less than thirty (30) days advance written notice to Customer. In the event VSGi notifies Customer of a modification in rates or charges that will be to Customer's detriment, Customer may terminate this Agreement with respect to the affected Services, without penalty, upon not less than thirty (30) days advance written notice to VSGi. Customer agrees to VSGi's initial and continuing credit review and approval of Customer. VSGi reserves the right to condition provision of Service on such credit review and/or reasonable assurance of payment, and may eliminate all or certain components of the Service upon 10 days' written notice if VSGi is not satisfied that Customer is creditworthy.

General: VSGi's payment terms are NET 30 from invoice issue date. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate Termination of Service, if applicable. Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the Product and services, except for any income tax assessed upon VSGi. In the event of default, Customer will be responsible for the payment of all completed services and for all Product and like material which has been shipped up to the date of default. If VSGi is serving as a subcontractor, VSGi shall be paid NET 30, even if the Prime contractor is unable to collect payment from the end user.

If Customer is tax exempt, please send exemption certificate(s) to receivables@vsgi.com.

Remit to address for payments: Visual Systems Group, Inc. 015394 Collections Center Dr. Chicago, IL 60693

5) DELIVERY.

VSGi will use its best efforts to deliver the Products in accordance with the Customer requested delivery date subject to receipt of all necessary information from Customer.

VSGi shall have no liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, terrorism, manufacturer caused Product or part shortages, transportation facilities, fuel or energy shortages, compliance with government regulations which cause delay, unavailability of communications services or network facilities, or other causes beyond our control whether or not similar to the foregoing ("**Excusable Delay**" or "**Force Majeure**"). Shipping dates are approximate only. Any delay shall extend delivery dates to the extent caused thereby.

Customer shall reimburse VSGi its additional expenses resulting from any Customer-caused delay in delivery. When delivery of the Product is delayed at the request of the Customer and the Product has already been shipped to VSGi, VSGi will place the Product in storage and VSGi will immediately invoice the Customer for said equipment, and VSGi reserves the right to charge customer a storage fee at actual cost. The Customer shall have no right to cancel or rescind this agreement by reason of an Excusable Delay as defined herein, and shall accept such delayed performance by VSGi. The Customer's receipt of the Product shall constitute a waiver of any claims for delay. VSGi will bill customer for reasonable freight charges. **Products are non-returnable once shipped** unless rejected at delivery upon inspection for damaged goods or subject to the Warranty as defined herein. Provide accurate shipping information. If shipping information provide is incorrect, additional charges and a Change Order may be required.

6) TITLE, RISK OF LOSS.

Title to the Product shall pass to Customer upon delivery, subject to a purchase money security interest retained by VSGi in the Product sold and the proceeds thereof until payment of all amounts then due to VSGi. VSGi shall be entitled to remove the Product from the Customer's premises if all payments are not made when due. Customer agrees to execute financing statements under the Uniform Commercial Code or other documents as VSGi requests to protect its security interest. Shipping is FOB Origin; risk of loss or damage to the Product or any part thereof shall pass to the Customer upon shipment.

7) INSTALLATION & SITE PREPARATION.

Installation, configuration, commissioning, and end user overview is to be performed by VSGi's trained technical employees. VSGi shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the

event installation by VSGi employees is prevented by trade unions, the Customer shall arrange with the trade unions at its own expense to complete installation. VSGi is thereafter liable only for engineering supervision of installation. VSGi shall coordinate and cooperate with other trades to facilitate satisfactory work progress. Installations are performed during normal business hours Monday through Friday. Quoted installation intervals assume uninterrupted and daily access to the room.

a) **Customer Responsibilities.**
   i) ***Site Preparation.*** The Customer shall be responsible for preparing, at its own expense, the installation site(s) in accordance with VSGi's instructions, including the requirements specified in the quotation or statement of work. Substantial completion of construction activities, including but not limited to: electrical, ceilings, core drills and conduit, walls, wall reinforcements, finishing (paint, wallpaper, fabric, molding, and similar), flooring, infrastructure network cabling, and terminations must be completed prior to the scheduled installation... Customer will ensure worksites are substantially free of dust and excessive moisture prior to VSGi arrival. In no event shall VSGi be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.
   ii) ***Furniture and Built-ins***. Customer furniture and built-ins must be installed prior to the scheduled installation. Customer will be responsible for table modifications and cuts for cable cubbies venting and the like.
   iii) ***Network.*** IP, Phone, VoIP and Broadcast networks, switch port terminations, routers and firewalls, IP address, and Exchange Server configurations, and similar, should be installed, tested, and extended to the installation site prior to the scheduled installation. Unless otherwise specified, If VSGi Product is residing on the Customer's network, the Customer will provide all IP addresses defined by VSGi Project Management prior to installation start. Additionally, VSGi Project Management may request VPN access for remote support of the Product once the project is deemed complete and transferred to the VSGi support team. Customer will Provide guest internet access for the VSGi lead technician on-site to allow for product firmware updates and remote programming adjustments. Customer will provide a fully qualified domain name, required on each server to allow full functionality of key components of installed Product. Customer shall provide VSGi with source code for any non-VSGi programmed remote control system required to be modified under the terms of this agreement.
   iv) ***Access and Permitting***. Customer will provide VSGi a secure area for equipment deliveries a minimum of one (1) week prior to the installation and shall designate an individual on Customer's staff to serve as a contact person for all site preparation and delivery issues. Customer shall provide VSGi with free access to the installation site for the purpose of preparation and installation. The Customer shall indemnify VSGi against any loss, damage or claim arising out of the condition of the storage and installation premises such as fire, flood, theft, or similar loss. Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required, in connection with the installation and/or use of the Product and access to the premises where the Product shall be situated. Customer is responsible for ensuring permitting complies with local ordinances and regulations and shall indemnify VSGi for the same.
   v) ***Customer Provided Equipment.*** Customer furnished equipment should be onsite and installed (as applicable) prior to the scheduled installation. It is Customer's responsibility to provide resources to troubleshoot customer's existing equipment. VSGi can troubleshoot existing equipment at an additional cost. Customer should complete required software updates/upgrades to any Product VSGi is not installing prior to installation. Any updates/upgrades VSGi performs must have a direct relation to the current project and/or functionality of the new Product. The Customer is responsible for their personal desktop, computer and/or mobile devices and ensuring the devices, cameras, and audio connections meet the then current minimum equipment and computing requirements to utilize any service provided by VSGi.
   vi) ***Project Management.*** The Customer shall provide a single point of contact for communication and day-to-day management of the project. This person should have the authority to act on all aspects of the project, should be available during standard business hours, should help coordinate and communicate information within the Customer's organization, and should designate a back-up contact when the primary contact is unavailable.
   vii) ***Training and Sign Off.*** Customer must determine training attendees and ensure they attend at the agreed upon date and time, typically held on the last scheduled day of the onsite installation. Training should be limited to 3-4 individuals per sessions with a maximum

session length of four (4) hours. Customer shall have an authorized representative available on last day of install to provide written sign-off (with or without exceptions). Customer will sign-off on programming requirements in a timely manner.

6) CUSTOMER DELAYS.

a) ***Cancelations or Postponements.*** Customer agrees that scheduling, time delays in the final installation, and additional charges including labor, travel, and reasonable expenses will be charged to the Customer if VSGi's work is impeded or delayed by the Customer or persons reasonably thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness as described above. A Change Order form signed by the Customer must be returned to VSGi prior to VSGi rededicating resources. *Customer explicitly agrees to pay all fees and charges as described in this Agreement.* Cancellations/postponement less than five (5) business days from install date are subject to recuperation of lost travel expenses and 50% of scheduled time up to a one week at $200/ hour for each technician scheduled to be on site. Cancellations/postponement six (6) to ten (10) business days are subject to recuperation of lost travel expenses and 25% of scheduled time up to a one week at $200/ hour for each technician scheduled to be on site

b) ***Delays, Cancelations, or Postponement While On Premises.*** Delays while VSGi resources are on Customer's site caused by the Customer or persons reasonably thought to be acting with Customer's authority, other trades, contractors (excluding VSGi's own subcontractors), or due to lack of site readiness as described above, shall be subject to a charge of $200/hour for each resource onsite. Cancelations, or postponement while on premises are subject to a penalty equal to 75% of installation charge.

c) ***Return Visits.*** Return visits are subject to a new quote provided by VSGi and the rates specified therein based on the scope of incomplete work.

7) LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER AND SUBSTITUTE PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY IN CASES OF NEGLIGENCE OR WILLFUL MISCONDUCT, WHICH RESULTS IN PERSONAL INJURY OR TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT. VSGi SHALL HAVE NO LIABILITY FOR DAMAGES DUE TO MANUFACTURER DEFECT,

8) **DISCLAIMER OF WARRANTY.**

VSGi AN AUTHORIZED RESELLER OF CERTAIN MANUFACTURERS' PRODUCTS AND SERVICES AND WARRANT THAT VSGi IS AUTHORIZED TO SELL THE PRODUCTS AND SERVICES PROVIDED. CUSTOMER WILL RECEIVE ANY MANUFACTURER'S ORIGINAL WARRANTY ON THE PRODUCTS OR SERVICES PURCHASED FROM VSGi SUBJECT TO APPLICABLE RESTRICTIONS AS PROVIDED BY THE MANUFACTURER. VSGi AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE PRODUCT AND SERVICES ARE PROVIDED BY VSGi AND ITS LICENSORS "AS IS". VSGi AND ITS LICENSORS DO NOT WARRANT THAT THE PRODUCT OR ANY PORTION THEREOF, ARE ERROR OR BUG FREE, OR THAT YOUR USE OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED. VSGi AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE PRODUCT. VSGi AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SHIPMENT OF THE APPLICABLE PRODUCT. THE PRODUCT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). SERVICES ARE NOT

AUTHORIZED FOR USE IN CRITICAL SAFETY OR OTHER APPLICATIONS WHERE ANY FAILURE MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE, OR CATASTROPHIC DAMAGE TO PROPERTY (EACH "**PROHIBITED APPLICATION**"). THE FOREGOING SHALL NOT LIMIT THE USE OF THE SERVICE FOR HEALTHCARE APPLICATIONS, WHICH SHALL BE SUBMITTED TO THE LIMITATIONS SET FORTH AS FOLLOWS: HEALTHCARE APPLICATIONS – VSGI MAKES NO REPRESENTATION OR WARRANTIES THAT ITS SERVICE CAN ACHIEVE;
UNALTERED TRANSMISSION OF STILL IMAGES, VIDEO IMAGES OR AUDIO
CONTINUOUS, UNINTERRUPTED AND NON-CORRUPTED TRANSMISSIONS OF SUCH STILL IMAGES, VIDEO IMAGES OR AUDIO (EACH A "**DISCLAIMED APPLICATION**").
THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE FOOD AND DRUG ADMINISTRATION HAS NOT AUTHORIZED THE MEDICAL EFFECTIVENESS OF THE SERVICE
THE CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD VSGI AND ITS SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES AND COSTS ARISING OUT OF/OR IN CONNECTION WITH THE USE OF THE SERVICE FOR A PROHIBITED APPLICATION OR A DISCLAIMED APPLICATION.
IF CUSTOMER PURCHASED ADDITIONAL VSGi SERVICES (INCLUDING, BUT NOT LIMITED TO, "**5 STAR**" OR "**ADVANCED REPLACEMENT**") SERVICES WHICH ARE SUBJECT TO THE SEPARATE SERVICES AGREEMENT ISSUED TO CUSTOMER AT THE TIME OF PURCHASE. CUSTOMER OR ANY USER OF THE PRODUCT SHALL (I) NOTIFY VSGi AS SOON AS ANY UNUSUAL OPERATING PECULIARITY APPEARS, AND (II) OPERATE THE PRODUCT IN A SAFE AND COMPETENT MANNER IN STRICT COMPLIANCE WITH ESTABLISHED SAFETY OPERATING PROCEDURES AND APPLICABLE LAWS AND GOVERNMENT REGULATIONS. IN THE EVENT THE CUSTOMER OR ANY USER OF THE PRODUCT FAILS TO COMPLY WITH ANY OF THE ABOVE-STATED CONDITIONS, VSGi'S WARRANTIES AND ITS OBLIGATIONS HEREUNDER SHALL TERMINATE WITHOUT NOTICE TO CUSTOMER.

9) **INFRINGEMENT DEFENSE AND INDEMNIFICATION.**
VSGi will defend and indemnify Customer for damages, costs, and attorney's fees Customer incurs from any third party claim that VSGi's Services infringe on any U.S. patent, copyright, or trademark. Customer will defend, indemnify, and hold VSGi harmless for damages, costs, and attorney's fees VSGi incurs from any claim arising from Customer's manner of using the Products and Services, Customer's combination of the Products and Services with other products or services not provided by VSGi , or Customer's modification of the Products or Services. In addition, Customer will indemnify VSGi for Damages incurred for any third party claim(s) arising out of or in connection with injuries suffered by our employees or agents at any facility owned or operated by Customer, except to the extent the injury is caused by the employee or agent. Customer will not be responsible to the extent that such Damages arise out of any negligent action or omission by our employees or agents. The indemnifying party shall conduct the defense and shall have control of the litigation; the other party shall give prompt notice of claims and shall cooperate in defending against the claim. Each party will indemnify, defend and hold the other party and its officers, directors, shareholders, employees and agents harmless from and against all damages of any kind, including costs, liabilities and expenses (including reasonable attorneys' fees) (collectively, "**Damages**"), incurred for any third party claim(s) arising out of or in connection with, (i) any material misrepresentation or breach of any material representation, warranty or obligation by the indemnifying party under this Agreement, or (ii) any unlawful or negligent act by the indemnifying party.

10) **SEVERABILITY AND AMENDMENT.**
If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. This Agreement may be modified in writing solely by an amendment executed by authorized representatives of both parties. Where these Terms and Conditions are not applicable to certain Government entities through force of law or regulation, all other Terms and Conditions not expressly prohibited shall apply.

11) **GENERAL.**
The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by VSGi upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein. Prices are quoted in U.S. dollars. Federal, State, Local, VAT and other taxes and fees are not included in the quote.

12) **ENTIRE AGREEMENT.**
This Agreement constitutes the entire understanding of the parties with respect to the Services provided herein and supersedes all previous agreements and understandings, whether written or oral.

13) LEGAL NOTICES.
All legal notices should be sent to VSGi, c/o Corporate Counsel, 7900 Westpark Drive Suite T-610 McLean, VA 22102. Electronic notices should be sent to contracts@vsgi.com.

14) GOVERNING LAW.
The construction, interpretation, and performance of this Agreement shall be governed by the local laws of Maryland, without giving effect to choice of law doctrines.

Thomas N. Yeager, County Attorney
11/16/2021
County Commissioners Meeting

Item Summary:
Introduction of Resolution 2021-17

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
11/16/2021
County Commissioners Meeting

Item Summary:
A Resolution to introduce a text amendment to revise Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to add a new provision in order to allow for one-acre parcels to be created for bona fide intrafamily transfers in the Rural Character district.

ATTACHMENTS:

Description

11.16.21 Resolution 2021-17, Resolution to Introduce a Text Amendment to Revise Chapter 222 to Include Intrafamily Transfer Language in the Rural Character Zoning District

RESOLUTION 2021-17

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION TO INTRODUCE A TEXT AMENDMENT TO REVISE CHAPTER 222, ZONING, OF THE COUNTY CODE OF KENT COUNTY, MARYLAND, ALSO KNOWN AS THE KENT COUNTY LAND USE ORDINANCE TO INCLUDE INTRAFAMILY TRANSFER LANGUAGE IN THE RURAL CHARACTER (RC) ZONING DISTRICT

WHEREAS, the Board of County Commissioners of Kent County, Maryland (the Board) may exercise its right to amend the County Code of Kent County, Maryland (the Code), by legislative action in the form of a Code Home Rule Bill to create an Act and thus propose text amendments to the Code; and

WHEREAS, in Article XII, *Administrative Procedures*, Section 6, *Amendments*, §1, the Land Use Ordinance states regarding the Board and the Code that "The County Commissioners may amend, supplement, or change the boundaries of the districts or the regulations of this Ordinance. Any amendment may be initiated by resolution of the County Commissioners…"; and

WHEREAS, the Board finds that including intrafamily transfers in the Rural Character zoning district addresses a need in the community; and

WHEREAS, the Code does not currently include provisions for intrafamily transfers in the Rural Character zoning district; and

WHEREAS, the Board determines that including this option in the Rural Character zoning district serves to further the health, safety, and welfare of Kent County.

NOW, THEREFORE, BE IT RESOLVED, that on November 16, 2021, the Board does hereby introduce the proposed text amendment, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Board refers the draft amendment for advisory review and recommendation to the Kent County Planning Commission.

ATTEST:

Sallie Watson, Deputy Clerk, II

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

ADOPTED: November 16, 2021

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

November 16, 2021
Legislative Session Day

Legislative Session Day
November 16, 2021

CODE HOME RULE
BILL NO. 10-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Article V. District Regulations, Section 3. Rural Character District, § 3.2 Permitted Principal Uses and Structures, by adding a new number 15. *Bona Fide Intrafamily Transfers of New Lots to Family Members*, in order to allow for one-acre parcels to be created for bona fide intrafamily transfers in the Rural Character zoning district.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, _____, 2021, ordered posted and public hearing scheduled _____, 202X, at XX:00 a.m./p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on _____, 202X. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on _____, 202X, a legislative session day.

DRAFT

A BILL ENTITLED CHR 10-2021 INTRAFAMILY TRANSFERS OF NEW LOTS TO FAMILY MEMBERS IN RURAL CHARACTER ZONING DISTRICT

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.
DISTRICT REGULATIONS

SECTION 3. RURAL CHARACTER DISTRICT

. . .

3.2 PERMITTED PRINCIPAL USES AND STRUCTURES

A building or land shall be used for only the following purposes.

1. Agriculture including horticultural, hydroponics or general farming, orchards, groves, or nurseries for growing or propagation of plants, trees, and shrubs.

. . .

14. Mobile homes existing and in use as of January 16, 1996 may be continued in use and may be replaced with another mobile home, provided the replacement mobile home complies with the Kent County Codes and all Health Department regulations. It is not the intent of this provision to allow additional mobile homes in the County, but rather to allow the continued use and improvement (including replacement) of mobile homes, existing as of January 16, 1996. A mobile home that remains idle or unused for a continuous period of two years shall not be used again except in conformity with these regulations.

15. PRIMARY RESIDENCE LOCATED ON A NEW LOT CREATED BY A BONA FIDE INTERFAMILY TRANSFER IN ACCORDANCE WITH THESE REGULATIONS.

A. THE OWNER OF THE PARCEL SHALL ATTEST, IN WRITING, TO THE BONA FIDE FAMILY RELATIONSHIP AND THAT THE INTENT OF THE SUBDIVISION/USE IS NOT FOR ULTIMATE TRANSFER TO A THIRD PARTY.

B. ANY DEED FOR A LOT THAT IS CREATED BY A BONA FIDE INTRAFAMILY TRANSFER SHALL CONTAIN A COVENANT STATING THAT THE LOT IS CREATED SUBJECT TO THE PROVISIONS OF THIS

DRAFT

SECTION AND THAT THE PROVISIONS OF THIS SECTION SHALL CONTROL AS LONG AS THE PROPERTY CONTINUES TO BE ZONED RURAL CHARACTER.

C. A LOT CREATED BY A BONA FIDE INTRAFAMILY TRANSFER MAY NOT BE CONVEYED SUBSEQUENTLY TO ANY PERSON OTHER THAN A MEMBER OF THE OWNERS IMMEDIATE FAMILY EXCEPT UNDER THE FOLLOWING PROCEDURES:

THE KENT COUNTY PLANNING COMMISSION SHALL DETERMINE THAT:

I. THE LOT WAS CREATED AS A PART OF BONA FIDE INTRAFAMILY TRANSFER AND NOT WITH THE INTENT OF SUBDIVIDING THE ORIGINAL PARCEL OF LAND FOR PURPOSES OF ULTIMATE TRANSFER TO A THIRD PARTY; OR

II. THE OWNER OF THE TRANSFERRED PROPERTY DIES; OR

III. A CHANGE OF CIRCUMSTANCES HAS OCCURRED SINCE THE ORIGINAL TRANSFER WAS MADE THAT IS CONSISTENT WITH THE INTENT OF THIS ORDINANCE.

D. THIS SUBSECTION SHALL NOT PREVENT THE CONVEYANCE OF SUCH A LOT TO A THIRD PARTY AS SECURITY FOR A MORTGAGE OR DEED OF TRUST OR SUBSEQUENT CONVEYANCES RESULTING FROM A FORECLOSURE.

E. THE MAXIMUM LOT SIZE SHALL BE ONE ACRE OR, IF NEEDED IN ORDER TO ACCOMODATE THE DESIGN OF A SEPTIC RESERVE FIELD, REQUIRED SETBACKS, TOPOGRAPHY, ETC., UP TO TWO ACRES.

F. LAND SHALL BE SUBDIVIDED AS INDICATED:

I. A PARCEL THAT IS SEVEN (7) ACRES OR MORE AND LESS THAN TWELVE (12) ACRES IN SIZE MAY BE SUBDIVIDED INTO TWO LOTS; OR

II. A PARCEL THAT IS TWELVE (12) ACRES OF MORE AND LESS THAN SIXTY (60) ACRES IN SIZE MAY BE SUBDIVIDED INTO THREE LOTS. THE LOTS MAY BE CREATED AT DIFFERENT TIMES.

G. ANY DEED OR SUBDIVISION PLAT FOR A LOT CREATED BY A BONA FIDE INTRAFAMILY TRANSFER SHALL CONTAIN A STATEMENT THAT

DRAFT

THE ADJACENT PROPERTY IS ZONED RURAL CHARACTER.

H. THE PARCEL IS CREATED FOR THE CONSTRUCTION OF A PRIMARY RESIDENCE ONLY; AND

I. THESE PROVISIONS APPLY TO THOSE INDIVIDUALS OWNING CURRENTLY RURAL CHARACTER ZONED LAND, WITH OWNERSHIP PRIOR TO DECEMBER 3, 2002.

DRAFT

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the____ day of _____.

Read Third Time _____

PASSED this ___ day of _____

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

Jim Quimby, COO, Derek DeWitt, Executive Director, and Dave Prichard, Manager, Boys and Girls Club of Harford and Cecil Counties
11/16/2021
County Commissioners Meeting

Item Summary:
Club on the Go

Wayne Darrell, Director, Emergency Services
11/16/2021
County Commissioners Meeting

Item Summary:
Emergency Services Board

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing, and Zoning
11/16/2021
County Commissioners Meeting

Item Summary:
Kent County is responsible for the technical review of Stormwater Management (SWM) designs that are proposed on submitted plans and permits for projects within unincorporated areas. The County Commissioners have created a new position that will, among other things, review SWM.

Over the last fiscal year (FY21), the Maryland Environmental Service (MES) has been performing the County's professional Stormwater Management reviews. Since the County is still in the hiring process for an engineer, an amendment to the contract with MES was proposed to continue reviews for six months by MES. A second revision for an additional six months is attached to continue the agreement through June 2022.

A copy of the amendment is attached.

ATTACHMENTS:

Description

11.16.21 Amendatory Agreement Between Maryland Environmental Service and Kent County, MES Contract No. 2-20-4-36, Extending Contract for Six Months

AMENDATORY AGREEMENT

BETWEEN

MARYLAND ENVIRONMENTAL SERVICE

AND

KENT COUNTY

(MES Contract No. 2-20-4-36)

THIS AMENDATORY AGREEMENT, dated this 16th day of November, 2021, by and between the Maryland Environmental Service, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter referred to as the ("Service")) and the Kent County (hereinafter referred to as the ("County")).

R E C I T A L S

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter referred to as the ("Agreement")) dated July 2, 2020 for MES to provide timely engineering and technical services to the County on an as needed basis in order to help respond to the County's environmental requirements; and amended the Contract on June 29, 2021 to extend the Contract for six (6) months; and

WHEREAS, the County and the Service desire to amend the Agreement to extend the contract another six (6) months until the County resume the duties with their own forces; and

WHEREAS, both the MES and the County consent to enter into this AMENDMENT of the Agreement; and

NOW, THEREFORE, for and in consideration of the premises and agreements herein set forth, the parties hereto agree to amend the Agreement as follows:

I. AMENDMENT

1. MES shall continue to provide timely engineering and technical services to the County on an as needed basis for a period of six (6) months commencing on December 31, 2021.

2. The term of work shall be extended from December 31, 2021 to June 30, 2022.

II. GENERAL

A. Except as modified by this AMENDMENT, the provisions of the Agreement shall remain in full force and effect.

B. This AMENDMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to Agreement 2-20-4-36 dated June 11, 2021 to be executed and delivered as of the date first set forth above.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: _____
WILLIAM C. KESSEL
MANAGER, CONTRACTS ADMINISTRATION

Approved as to form and legal sufficiency this fifth **day of** November**, 2021.**

Christy Fisher
Assistant Attorney General

KENT COUNTY

Lacey I. Cox
WITNESS

BY: P. Thomas Mason

NAME: **Mr. P. Thomas Mason**

TITLE: **Commissioner President**

Approved as to form and legal sufficiency this 16th **day of** November, **2021.**

Thomas N. Yeager

Thomas N. Yeager, Esq.
County Attorney

Compensatory Leave
11/16/2021
County Commissioners Meeting

Item Summary:
Buy Back Request

ATTACHMENTS:
Description

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
11/16/2021
County Commissioners Meeting

Item Summary:
Inspector's Quarterly Report

ATTACHMENTS:
Description

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
11/16/2021
County Commissioners Meeting

Item Summary:
Beer and Wine Sales in Food Retail Stores

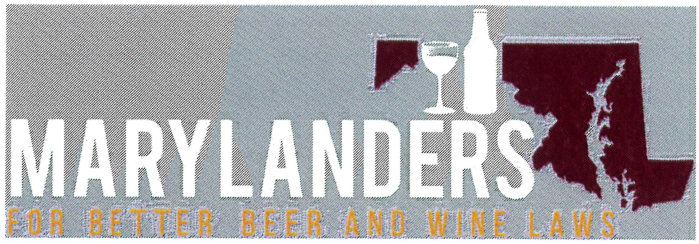
ATTACHMENTS:

Description

11.16.21 Cailey Locklair, Maryland Alcohol Choice Coalition and Adam Borden, Marylanders for Better Beer & Wine Laws, Resolution of Support, Commissioner Mason

11.16.21 Cailey Locklair, Maryland Alcohol Choice Coalition and Adam Borden, Marylanders for Better Beer & Wine Laws, Resolution of Support, Commissioner Fithian

11.16.21 Cailey Locklair, Maryland Alcohol Choice Coalition and Adam Borden, Marylanders for Better Beer & Wine Laws, Resolution of Support, Commissioner Jacob





October 27, 2021

Commissioner Thomas Mason
Kent County Board of Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioner Mason:

On behalf of over 40,000 Marylanders, we are writing to ask for your Council's support for an impactful statewide initiative that will significantly affect your communities. The Maryland Alcohol Choice coalition and Marylanders for Better Beer and Wine Laws have partnered with Senator Cory McCray and Delegate Lily Qi to creatively improve food access, expand economic development, create new jobs, and provide greater consumer choice. We need your assistance to push this effort across the finish line by passing a resolution of support.

Thousands of Marylanders in every jurisdiction struggle to access adequate nutritious food in their community, a problem greatly exacerbated by the COVID pandemic. This is not just an urban poverty issue but one that affects many rural communities as well. Food retailers operate with 1-3% profit margins – the lowest margins in the retail industry – so beer and wine sales are often a deciding factor in determining locations for new stores. Economic development agencies across the state are desperately seeking new tools in their toolbox to lure national retailers to distressed communities. At the same time, Maryland is losing millions in tax revenue and is unnecessarily inconveniencing consumers through its outdated restrictions on the types of retailers that can sell beer and wine – we are one of only four states in the country where shoppers can't purchase beer in their average food retail store.

We propose addressing these diverse community and consumer needs by providing a long-overdue update to Maryland's alcohol sales laws through state-level legislation. It would:

- Eliminate current prohibitions on chain grocery store licensing and allow local liquor boards to accept beer and wine license transfers or issue new beer and wine licenses with off-premise privileges per existing rules and regulations that consider community input;

County Commissioners
Office
Date 11-1-21

- Require any food retailer receiving a license, whether transferred or new, to sell at least 6 of 7 food categories including fresh produce, fresh and uncooked meat, and dairy products; and to devote 50% or more of the retail selling space or 6,000 square feet to these items; and
- Require any food retailer receiving a license to pay $2,500 annually to the Department of Housing and Community Development (DHCD)'s Community Legacy Financial Assistance Fund in addition to its local licensing fee to help address the root causes of food insecurity in Maryland.

Your constituents want to buy beer and wine in grocery stores by a 2:1 margin. Consumers want the added convenience of one-stop shopping and greater product selection. A 2020 economic study conducted by Dunham & Associates found that selling beer and wine in food retailers would create 760 new jobs, increase overall sales in Maryland by $192.8 million, and bring in $24.1 million in additional tax revenues. We estimate our legislation would also yield an incremental $2 million investment in combating food insecurity through the annual contributions to the Community Legacy Financial Assistance Fund.

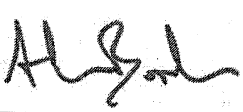
Our proposal effectively regulates the retail industry within existing local frameworks, expands the availability of fresh foods in Maryland's communities, creates an annuity revenue stream for reducing food insecurity, and provides opportunity for your county's economic development agency to entice even more partners. As we approach the 2022 legislative Session, we respectfully ask that you publicly support our goal of bringing greater access to fresh food to Maryland's communities by allowing the sale of beer and wine in food retail stores.

Thank you for your consideration, and we hope to hear from you soon!

Sincerely,

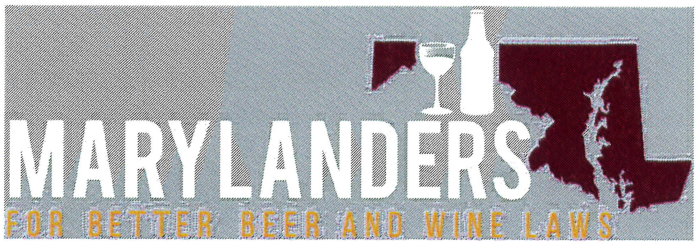


Cailey Locklair
Maryland Alcohol Choice Coalition



Adam Borden
Marylanders for Better Beer & Wine Laws

Maryland Alcohol Choice is paid for by the Maryland Retailers Association





October 27, 2021

Commissioner Ronald Fithian
Kent County Board of Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioner Fithian:

On behalf of over 40,000 Marylanders, we are writing to ask for your Council's support for an impactful statewide initiative that will significantly affect your communities. The Maryland Alcohol Choice coalition and Marylanders for Better Beer and Wine Laws have partnered with Senator Cory McCray and Delegate Lily Qi to creatively improve food access, expand economic development, create new jobs, and provide greater consumer choice. We need your assistance to push this effort across the finish line by passing a resolution of support.

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County Commissioners
Office
Date 11-1-21 LC

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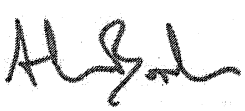
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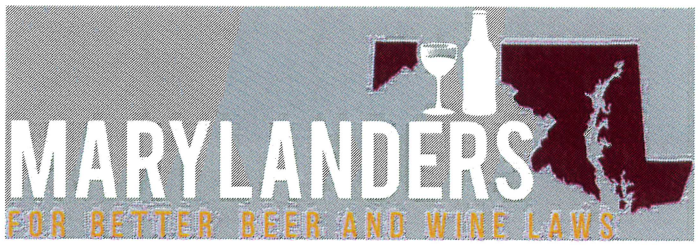


Cailey Locklair
Maryland Alcohol Choice Coalition



Adam Borden
Marylanders for Better Beer & Wine Laws

Maryland Alcohol Choice is paid for by the Maryland Retailers Association





October 27, 2021

Commissioner Robert Jacob
Kent County Board of Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioner Jacob:

On behalf of over 40,000 Marylanders, we are writing to ask for your Council's support for an impactful statewide initiative that will significantly affect your communities. The Maryland Alcohol Choice coalition and Marylanders for Better Beer and Wine Laws have partnered with Senator Cory McCray and Delegate Lily Qi to creatively improve food access, expand economic development, create new jobs, and provide greater consumer choice. We need your assistance to push this effort across the finish line by passing a resolution of support.

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County Commissioners
Office
Date 11-1-21 LC

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Sincerely,

Cailey Locklair
Maryland Alcohol Choice Coalition

Adam Borden
Marylanders for Better Beer & Wine Laws

Maryland Alcohol Choice is paid for by the Maryland Retailers Association

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
11/16/2021
County Commissioners Meeting

Item Summary:
2021 Liquor License Contingencies

ATTACHMENTS:
Description

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
11/16/2021
County Commissioners Meeting

Item Summary:
License Modification Application

ATTACHMENTS:

Description

11.16.21 Memo to Board of License Commissioners License Modification JJ's Deli and Liquor, LLC

Kent County
MARYLAND

MEMORANDUM

To:	Commissioners Mason, Fithian, and Jacob
From:	Brandon L. McFayden, Inspector
	Sondra M. Blackiston, Clerk/KATE Manager
Cc:	Shelley L. Heller, County Administrator
	Thomas N. Yeager, County Attorney
Date:	November 16, 2021
Subject:	JJ's Deli and Liquor, LLC trading as JJ's Deli and Liquor
	License No. 4681 Modification Request

A license modification application was received by Penny Lee Usilton and John Andrew Thompson. Both applicants wish to be added as members to J.J.'s Deli and Liquor, LLC. The establishment is currently operating under a temporary extension issued by the Board on October 19, 2021. The application is in proper order and both members meet the requirements to be added to the license.

Staff recommends the Board of License Commissioners accept the addition of Penny Lee Usilton and John Andrew Thompson to License No. 4681.

This transaction will be recorded in the monthly report of retail license activity given to the Comptroller of Maryland.

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
11/16/2021
County Commissioners Meeting

Item Summary:
Tobacco Violation Letter

ATTACHMENTS:
Description

Emily Stransky, Program Officer, Chesapeake Bay Trust Watershed Assistance Grant Program
11/16/2021
County Commissioners Meeting

Item Summary:
Request for a Letter of Support

ATTACHMENTS:

Description

11.16.21 Emily Stransky, Program Officer, Chesapeake Bay Trust Watershed Assistance Grant Program, Additional Design Work Targeting Eroding Ravines at Turner's Creek

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
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

November 16, 2021

Emily Stransky, Program Officer
Chesapeake Bay Trust Watershed Assistance Grant Program
108 Severn Avenue
Annapolis, MD 21403

RE: Additional Design Work Targeting Eroding Ravines at Turner's Creek

Dear Ms. Stransky:

Kent County is pleased to support and work alongside ShoreRivers in their effort to seek funding through your Watershed Assistance Grant in order to complete the additional design work targeting eroding ravines at Turner's Creek. Kent County is committed to the repair of these eroding ravines in order to protect the integrity of downstream restoration work, as well as the water quality and habitat of Turner's Creek.

Turner's Creek is a popular public resource for recreational activity and is utilized as a site for environmental education. The project outlined in the 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 in Kent County 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 in this proposal and the property owner, 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., Member

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

James Randy Guy, President, Commissioners of St. Mary's County
11/16/2021
County Commissioners Meeting

Item Summary:
Opioid Settlement Funds Distribution

ATTACHMENTS:

Description

11.16.21 James Randy Guy, President, Commissioners of St. Mary's County, Opioid Settlement Funds Distribution

Proposed Maryland Settlement

Proposed Maryland Settlement, Exhibit A

ST. MARY'S COUNTY GOVERNMENT

COMMISSIONERS OF ST. MARY'S COUNTY

James R. Guy, President
Eric Colvin, Commissioner
Michael L. Hewitt, Commissioner
Todd B. Morgan, Commissioner
John E. O'Connor, Commissioner

October 26, 2021

Board of County Commissioners
Kent County
400 High Street
Chestertowne, Maryland 21620

RE: Opioid Settlement Funds Distribution

Dear Fellow Commissioners:

We are writing to enlist your support for a better and more fair distribution of opioid settlement funds. As you probably know, Attorney General Brian Frosh is proposing that only 15% of opioid settlement funds will go directly to local governments. Further, counties with populations under 240,000 will have to petition the state for their share of a state grant fund, with the spending being supervised by the state. This is manifestly unfair.

Enclosed please find a letter from our counsel, Bruce Poole, and Cheryl Ainsworth and Jeffrey Reeves, who also represent some localities in Maryland. It was published by The Baltimore Sun on October 1, 2021. It explains why we believe 85% of all settlement funds should go directly to localities, and 15% to the state. You might recall that this was discussed at the MACO summer convention this year.

Time is running short. We are asking you as elected leaders of Counties with less than 240,000 citizens to take action. We ask that you write the Governor, the Comptroller, the Treasurer, and Attorney General Frosh and ask that they agree to receive 15% of the funds and have local governments receive the remainder. Please note that action would be just a first step, as county and municipal governments would then need to reach agreement as to how to split the monies received.

Sincerely,
COMMISSIONERS OF ST. MARY'S COUNTY

James Randy Guy, President

CSMC/AB/sf
T:/Consent/2021/201

Cc: Commissioner Eric Colvin
Commissioner Mike Hewitt
Commissioner John O'Connor
Commissioner Todd Morgan
Dr. Rebecca Bridgett, County Administrator
David Weiskopf, County Attorney

County Commissioners Office
Date 10-29-21 LJC

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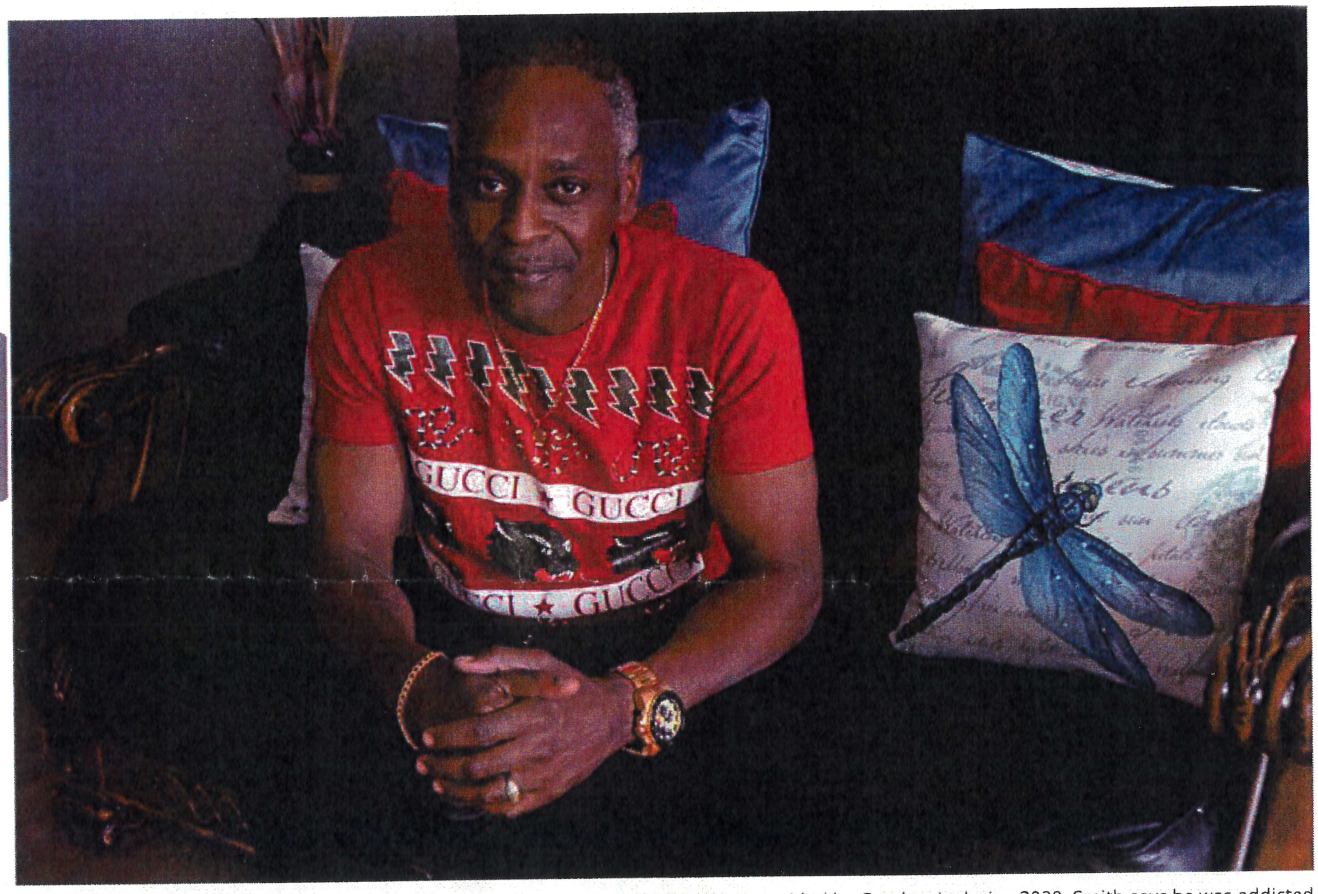
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A new family, a school and a tuba: how Richard Antoine White went from being..



FEEDBACK



Albert Smith, shown here in September, underwent outpatient addiction treatment provided by Gaudenzia during 2020. Smith says he was addicted to a number of drugs, including opioids after he was prescribed painkillers for his avascular necrosis. A $26 billion settlement between the three biggest U.S. drug distribution companies and drugmaker Johnson & Johnson and thousands of states and municipalities that sued over the toll of the opioid crisis is certainly significant, but it is far from tying a neat bow on the tangle of still unresolved lawsuits surrounding the epidemic. (Kim Hairston/The Baltimore Sun)

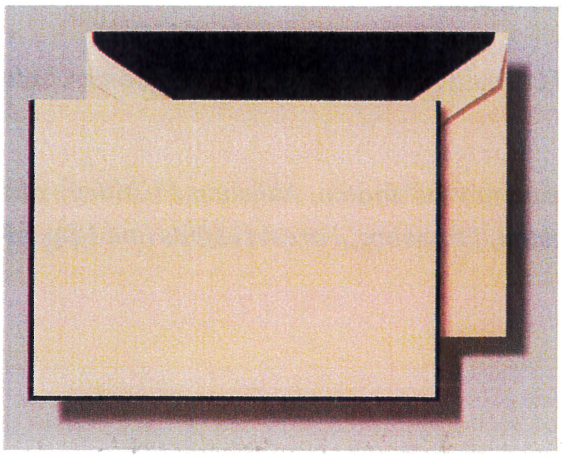
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Within the next four months, the Maryland Board of Public Works will have to vote on whether to settle all opioid claims with the three largest distributors of these drugs and manufacturer Johnson & Johnson. It will directly impact county and municipal government claims when it does. Discussion among the stakeholders is sorely needed (["4 companies on verge of settling US opioid lawsuits," July 20).

Other states have had robust discussions with local stakeholders and ultimately concluded that most of the money should go to local governments. For instance, North Carolina recently reached an agreement whereby 85% of settlement funds go to local governments with 15% to the state. In the same time period, Wisconsin decided to give 70% of funds to local governments, and 30% to the state. The rationale has been straightforward: opioids have caused most of their damage at the local level. In Maryland, this is certainly true. The real damage of opioid abuse — beyond that to individuals and their families — has been an overwhelming impact on schools, police, fire, rescue, detention centers, health departments, social services and local neighborhoods. Additionally, unlike the Maryland local governments which filed suits to pave the way for settlements and recoveries, the state of Maryland has not participated in the arduous and

expensive (and still ongoing) multi-district litigation of the past four years. Nearly every Maryland county and many of its municipalities have carried that burden.

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On Aug. 2, we asked the state of Maryland to consider a split of settlement funds, with 85% going to the local governments and 15% going to the state. The funds would be earmarked for opioid abatement purposes so that a repeat of the state's questionable spending response from the 1998 tobacco settlement would not recur. We still have not gotten a response to our proposal. Since the announcement of the settlements, the state of Maryland has not responded to requests for further discussion regarding how settlement funds will be allocated. Not engaging with the local governments would result in the state receiving and controlling 85% of the funds with only 15% going directly to local governments, making it one of the worst state/local allocations in the country for local governments.

It is unclear whether local governments will agree to settle their claims, especially without a meaningful commitment from the state to ensure local governments receive the vast bulk of the funds directly. Baltimore, for instance, is showing signs that it may not participate and instead will present its case to a city jury with damages far in excess of what the settlement offers. If local government support for the national settlement evaporates, the total monies received to Maryland (combined state and localities) can shrink from $502 million to $276 million, per the dictates of the settlement agreement.

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Meanwhile, opioid deaths are on the rise again. As The Baltimore Sun pointed out recently, deaths from opioid prescriptions are once again exceeding deaths from heroin. Many in the public may have tired of the problem but the problem has not tired of claiming victims. The state needs to engage with counties and municipalities. Time is not on our side.

D. Bruce Poole, Hagerstown and Cheryl Priest Ainsworth, Los Angeles, California

The writers are attorneys representing Washington, Allegany, St. Mary's and Carroll counties as well as municipalities including Cumberland, Frostburg, Forest Heights and Upper Marlboro in the national opioid litigation.

FEEDBACK

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rmer Poly basketball player Ian Wallace, a three-time state champion, dies at 19

rmer Poly basketball player Ian Wallace, a 2020 graduate who was part of three straight state championship ms, died Thursday night in a car accident in Baltimore County. He was 19.

imore Sun

Longtime Historic Annapolis vice president dies at age 49 after brief illness

Carrie Kiewitt oversaw membership, communications and engagement at the non-profit organization that protects and preserves historic buildings in the city.

Baltimore Sun

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FEEDBACK

PROPOSED FRAMEWORK FOR MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MARYLAND AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

(To be formalized through legislation in the 2022 Session of the Maryland General Assembly)

I. Definitions

1. *Qualifying County*: 1) County with population greater than 240,000 as determined by the 2020 Census; or 2) County with a plan approved by the Maryland Department of Health (MDH) for expenditure of opioid settlement funds that demonstrates adequate public health infrastructure to administer effective opioid abatement programs and initiatives.

2. *Local Abatement Fund*: A separate, special revenue fund created by a local government receiving funds under Section II (2) or (3) of this MOU framework.

3. *Regional Abatement Fund*: A separate, special revenue fund created by a group of counties with populations under 240,000 that join together for purposes of spending their share of opioids settlement funds directed to local governments for purposes of abatement under Section II(3) of this MOU framework.

II. **Overall Allocation of Funds**: Opioid settlement funds shall be allocated through an allocation agreement as follows:

1. 15% directly to the State, plus the "additional restitution" pursuant to Section IX of the National Settlement Agreement, for deposit in the Opioid Restitution Fund under State Finance and Procurement Section 7-331(e).

2. 15% directly to local governments that are identified as eligible to receive funds in Exhibit G of the National Settlement Agreement, based on the formula described in Section III of this MOU framework (Subdivision Funds). The funds shall be deposited into each local government's Local Abatement Fund.

3. 70% to the State for distribution (Targeted Abatement Funds) in accordance with Section III.

III. **Targeted Abatement Funds:** The Targeted Abatement Funds shall be distributed as follows:

a. 21.5% of the Targeted Abatement Funds shall be spent by the State, in the State's discretion, on opioid remediation programs.

b. Subject to subparagraph (c) below, 71.5% of the Targeted Abatement Funds ("State Grant Fund") shall be awarded in grants by the State to:

i. qualifying counties for their share of the State Grant Fund to be deposited in each county's Local Abatement Fund, based on the formula described in Section IV of this MOU framework;

ii. groups of counties with populations under 240,000, for their share of the State Grant Fund, that qualify as eligible to receive and expend funds as a region through approval by MDH of a regional opioid abatement plan. Such plan may include spending by the State in the region in accordance with each county's allocation share based on the formula described in Section IV of this MOU framework. If the regional opioid abatement plan includes spending by the group of counties participating in the regional plan, the grants shall be deposited into a Regional Abatement Fund established by the participating counties.

c. As much as 7% of the Targeted Abatement Funds shall be awarded as a bonus to counties that obtain full participation by all subdivisions within their jurisdictions. The amount of the bonus that can be earned by a county shall be based upon the formula described in Section IV herein.

IV. Intra-Subdivision Allocation:

The share of total settlement recoveries received by each local government, or which is spent in each local jurisdiction by the State or by a region under a Regional Opioid Abatement Plan, under Sections II (2) and (3) of this MOU framework shall be calculated by using a formula that measures a combination of opioids intensity metrics and population.

The population component of the formula will be based on U.S. Census Bureau figures. The intensity metrics are: 1) morphine milligram equivalent ("MME") data [volume of opioid pills]; 2) overdose deaths; and 3) opioid use disorder cases.

The State's Opioid Operational Command Center (OOCC) shall determine the amount of funds to be received by each county under this formula. Approximations of the amount each local

government would receive, or which would be spent by the State or by a region under a Regional Opioid Abatement Plan, under this formula are attached as Exhibit A.

V. Use of Funds

1. Except as set forth in paragraph (2) below, all opioid settlement funds, regardless of allocation, shall be used for future opioid remediation purposes that are authorized under State Finance and Procurement Section 7-331(f) and that qualify as future opioids abatement under the National Settlement Agreement.

2. Fifteen percent of the subdivision funds allocated to local governments under Section II (2) of this MOU framework may, pursuant to the National Settlement Agreement, be used for purposes other than future opioids abatement. However, if a jurisdiction uses any monies for a purpose other than opioid remediation permitted under the settlement agreement, it must notify both the OOCC and the Settlement Administrator pursuant to Section VB2 of the National Settlement Agreement.

3. Local Abatement Funds shall be subject to audit and reporting requirements established by the OOCC.

EXHIBIT A

County	Qualifying Subdivision	Share of Subdivision Fund (15% of total State recovery)	Share of Targeted Abatement Funds (Up to 55% of total State recovery)
ASSUMPTIONS: 1) Estimated shares from both Distributors' and J&J settlements, assuming 100% participation by subdivisions; 2) Counties with subdivisions that will also receive direct distributions have had their total population discounted by the populations of those subdivisions to avoid double counting; 3) Counties will receive their subdivisions' share of the Targeted Abatement Funds for expenditure in those subdivisions; subdivisions will receive their share of the Subdivision Fund directly. **FORMULA:** 25% of $ Allocation based on population + 75% of $ Allocation based on PEC formula			
Allegany	**Allegany County**	$1,034,158.52	$3,791,914.58
Allegany	**Cumberland City**	$150,631.67	$552,316.12
Allegany	**Frostburg City**	$37,154.90	$136,234.65
Anne Arundel	**Anne Arundel County**	$7,033,586.48	$25,789,817.09
Anne Arundel	**Annapolis City**	$256,196.53	$939,387.27
Baltimore City	**Baltimore City**	$13,588,175.36	$49,823,309.63

Baltimore County	**Baltimore County**	$12,495,838.64	$45,818,075.03
Calvert	**Calvert County**	$1,234,549.28	$4,526,680.68
Caroline	**Caroline County**	$431,502.13	$1,582,174.47
Carroll	**Carroll County**	$2,120,046.60	$7,773,504.20
Carroll	**Westminster City**	$82,181.97	$301,333.88
Cecil	**Cecil County**	$2,366,371.17	$8,676,694.28
Cecil	**Charlestown**	$4,473.49	$16,402.81
Cecil	**Elkton Town**	$97,725.84	$358,328.07
Cecil	**North East Town**	$21,318.42	$78,167.53
Cecil	**Perryville Town**	$23,773.45	$87,169.32
Charles	**Charles County**	$1,604,913.80	$5,884,683.92

Dorchester	**Dorchester County**	$281,146.16	$1,030,869.24
Dorchester	**Cambridge City**	$48,862.37	$179,162.03
Dorchester	**Vienna Town**	$925.19	$3,392.37
Frederick	**Frederick County**	$2,535,438.27	$9,296,607.00
Frederick	**Frederick City**	$308,731.02	$1,132,013.74
Garrett	**Garrett County**	$271,432.27	$995,251.64
Garrett	**Grantsville Town**	$2,488.22	$9,123.47
Garrett	**Mountain Lake Park Town**	$6,514.26	$23,885.61
Garrett	**Oakland Town**	$6,685.25	$24,512.58
Harford	**Harford County**	$3,573,678.54	$13,103,487.98
Harford	**Aberdeen City**	$70,323.35	$257,852.28

Harford	**Bel Air Town**	$49,286.34	$180,716.59
Harford	**Havre De Grace City**	$68,917.27	$252,696.67
Howard	**Howard County**	$2,824,340.04	$10,355,913.47
Kent	**Kent County**	$322,200.91	$1,181,403.34
Montgomery	**Montgomery County**	$7,559,973.53	$27,719,902.95
Montgomery	**Gaithersburg City**	$223,529.72	$819,608.99
Montgomery	**Rockville City**	$244,372.35	$896,031.96
Montgomery	**Takoma Park City**	$65,668.50	$240,784.49
Prince George's	**Prince Georges County**	$6,247,288.52	$22,906,724.58
Prince George's	**Bowie City**	$195,771.72	$717,829.62
Prince George's	**College Park City**	$102,105.63	$374,387.33

Prince George's	**Cottage City**	$4,922.81	$18,050.29
Prince George's	**Forest Heights Town**	$8,383.23	$30,738.51
Prince George's	**Greenbelt City**	$92,405.19	$338,819.04
Prince George's	**Hyattsville City**	$63,407.92	$232,495.69
Prince George's	**Laurel City**	$95,948.77	$351,812.14
Prince George's	**New Carrollton City**	$43,420.91	$159,209.99
Prince George's	**North Brentwood Town**	$1,633.09	$5,987.98
Prince George's	**Seat Pleasant City**	$16,267.97	$59,649.22
Prince George's	**Upper Marlboro Town**	$2,476.65	$9,081.04
Queen Anne's	**Queen Annes County**	$568,827.06	$2,085,699.20
Somerset	**Somerset County**	$296,042.08	$1,085,487.63

St. Mary's	**St Mary's County**	$1,116,593.70	$4,094,176.88
Talbot	**Talbot County**	$337,483.74	$1,237,440.39
Talbot	**Easton Town**	$86,742.76	$318,056.77
Washington	**Washington County**	$2,048,742.20	$7,512,054.72
Washington	**Hagerstown City**	$226,211.59	$829,442.51
Wicomico	**Wicomico County**	$1,152,878.23	$4,227,220.17
Wicomico	**Salisbury City**	$177,133.19	$649,488.37
Worcester	**Worcester County**	$699,305.93	$2,564,121.74
Worcester	**Berlin Town**	$21,137.42	$77,503.89
TOTALS		**$74,652,242.09**	**$273,724,887.65**

Muriel Cole, Co-Chair, Commission on Aging
11/16/2021
County Commissioners Meeting

Item Summary:
Recommended Appointment

ATTACHMENTS:
Description

Rachel H. Hise, Department of Legislative Services
11/16/2021
County Commissioners Meeting

Item Summary:
Invitation To Attend A Meeting

ATTACHMENTS:

Description

11.16.21 Rachel H. Hise Department of Legislative Services Estimated School Funding for Kent County Public Schools

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
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

November 16, 2021

Rachel H. Hise
c/o Office of Policy Analysis
Legislative Services Building
90 State Circle
Annapolis, MD 21401

Re: Estimated School Funding for Kent County Public Schools

Dear Ms. Hise:

We cordially request your attendance at an upcoming Commissioners meeting. We would like to gain a better understanding of the rationale concerning estimated funding for Kent County Public Schools over the next ten years. Please contact this office by email at kentcounty@kentgov.org or by phone at 410-810-2221 for further information and available meeting dates and times.

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., Member

KCC/smb

cc: Dr. Karen Couch, Superintendent, Kent County Public Schools

Charles D. MacLeod, Attorney, Representing GB Kennedyville, LLC
11/16/2021
County Commissioners Meeting

Item Summary:
Village at Kennedyville, Subdivision Donation

ATTACHMENTS:

Description

11.03.21 Charles MacLeod, Esq., Village at Kennedyville, Subdivision Donation

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
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

November 4, 2021

Charles D. MacLeod, Esq.
MacLeod Law Group, LLC
110 N. Cross Street
Chestertown, MD 21620

RE: The Village at Kennedyville

Dear Mr. MacLeod:

We are in receipt of your letter dated October 22, 2021. With respect to a donation of the land to the County, careful consideration was given to your clients' offer. After thoughtful deliberation and input from the residents of the subdivision, we would accept the donation of all of the land that is currently owned by GB Kennedyville, LLC if your client choses to donate it to the County. This acceptance is made with the understanding that such donation would occur in the very near future.

We meet again on November 16th at 6:00 p.m., should you need to discuss this option further. For scheduling purposes kindly inform us of your desire to attend the meeting by close of business on Wednesday, November 10th. We look forward to your response.

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., Member

KCC/sw

cc: Shelley Heller, County Administrator
Thomas N. Yeager, County Attorney
Michael Moulds, Director, Public Works

Procedures for Public Comment
11/16/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

11.16.21 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.

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 16, 2021

NAME **(please print)**	ADDRESS	TOPIC

Simon Kenyon, President, The Friends of Eastern Neck, Inc.
11/16/2021
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

11.16.21 Simon Kenyon, President, The Friends of Eastern Neck, Inc., Thank You Letter

The Friends of Eastern Neck, Inc.

P. O. Box 450
Rock Hall, MD 21661

Board of Directors

Simon Kenyon
President

Phil Cicconi
Vice President

Leann Miller
Secretary

Sue Conaghan
Treasurer

Board Members:
Bonnie Ford
Lew Halin
Meg Parry
Laurie Resele
Cece Trainor

The Friends of Eastern Neck is a volunteer, non-profit 501(c)(3) organization supporting the environmental initiatives and public use objectives of Eastern Neck National Wildlife Refuge, an island located at the confluence of the Chester River and Chesapeake Bay on Maryland's Eastern Shore.

October 19, 2021

Kent County Commissioners
Kent County Government Center
400 High St.
Chestertown, MD 21620

Gentlemen

On behalf of the Friends of Eastern Neck I wish to thank you for your generous funding of the Museums of Kent County and the county-wide Museums Tour. The 2022 tour will be the first time that the Eastern Neck Lodge will be represented, and we are eager to show off our unique building, its historical artifacts and displays related to the history of Eastern Neck Island. The building is the Visitors Center for Eastern Neck National Wildlife Refuge and is currently open on weekends for visitors to the Refuge. The opportunity to take part in the Museums Tour means that we will be able to host a whole new group of visitors enjoying our Kent County heritage.

Thank you to the Commissioners for investing in the tourism infrastructure in Kent County.

Sincerely

Simon Kenyon

Simon Kenyon
President

cc. Museums of Kent County

County Commissioners
Office
Date 10-22-21 LSC

Mark Carper, Associate Planner, Planning, Housing, and Zoning
11/16/2021
County Commissioners Meeting

Item Summary:
Minor Site Plan Approval

ATTACHMENTS:

Description

11.16.21 Mark Carper, Associate Planner, Planning, Housing, and Zoning, #21-57 Genovique Specialties Corporation, Robert Bishop, Minor Site Plan, District 3, Map 28, Parcel 69

Department of Planning,
Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)
planning@kentgov.org

October 27, 2021

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

RE: #21-57 – Genovique Specialties Corporation, Robert Bishop
Minor Site Plan
District 3, Map 28, Parcel 69

Dear Interested Parties:

The Kent County Department of Planning, Housing, and Zoning has received an application from Robert Bishop, representative for Eastman Specialties Corporation (a subsidiary of Genovique Specialties Corporation). The applicant is requesting minor site plan approval to construct a new dewatering reactor building approximately 960 square feet in size. The property is located at 10380 Worton Road in the Third Election District and is zoned and Industrial (I).

The Kent County Land Use Ordinance requires the Planning Director to review proposals to assure good arrangement and appearance and to ensure consistency with the County's Comprehensive Plan and all County regulations. As an adjoining property owner or interested party, we invite you to comment on the proposal within ten days from the date of this notice.

The full application is on file in the Planning Department and available by appointment for your review. If you have any questions concerning this proposal, please contact the Department at 410-778-7423 or email me at mcarper@kentgov.org.

If you need communication assistance, please contact the Maryland Relay Service at www.mdrelay.org or 7-1-1 for voice/TDD.

Sincerely,

Mark Carper

Mark Carper
Associate Planner

MC/mrp

cc: Robert Bishop, Genovique Specialties Corporation

County Commissioners
Office
Date 11/02/21 LTC

Carla Gerber, Deputy Director, Planning, Housing, and Zoning
11/16/2021
County Commissioners Meeting

Item Summary:
Lot Line Adjustment

ATTACHMENTS:

Description

11.16.21 Carla Gerber, Deputy Director, Planning, Housing, and Zoning, #21-59 Worton Creek Marina, LLC, Lot Line Adjustment, District 3, Map 27, Parcel 283 and Buck Neck Public Landing

Department of Planning,
Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)
planning@kentgov.org

October 29, 2021

James and April Merrell
23226 Myers Road
Chestertown, Maryland 21620

RE: #21-59 – Worton Creek Marina, LLC and
County Commissioners of Kent County
Lot Line Adjustment
District 3, Map 27, Parcel 283 and Buck Neck Public Landing

Dear Interested Parties:

The Kent County Department of Planning, Housing, and Zoning has received an application from Worton Creek Marina requesting a lot line adjustment to add 0.099-acres from Buck Neck Public Landing and 0.049 acres at the end of the County Road Right of Way that is maintained by the marina to Parcel 283. In addition, Buck Neck Public Landing will acquire 0.529 acres from Worton Creek Marina. The resulting area of Parcel 283 will be 15.949 acres and the resulting area of Buck Neck Public Landing will be 0.823-acres. The property is located at 23141 Buck Neck Road in Chestertown in the Third Election District and is zoned Marine (M).

The Kent County Land Use Ordinance requires the Planning Director to review proposals to assure good arrangement and appearance and to ensure consistency with the County's Comprehensive Plan and all County regulations. As an adjoining property owner or interested party, we invite you to comment on the proposal within ten days from the date of this notice.

The full application is on file in the Planning Department and available for your review. If you have any questions concerning this proposal, please contact the Department at 410-778-7423 or email me at cgerber@kentgov.org.

If you need communication assistance, please contact the Maryland Relay Service at www.mdrelay.org or 7-1-1 for voice/TDD.

Sincerely,

Carla M. Gerber

Carla Gerber
Deputy Director

CMG/mrp

cc: John Patnovic, Worton Creek Marina, LLC
County Commissioners of Kent County, Maryland
Buck Nickerson, Extreme Measures

County Commissioners
Office
Date 11/02/21 LTC

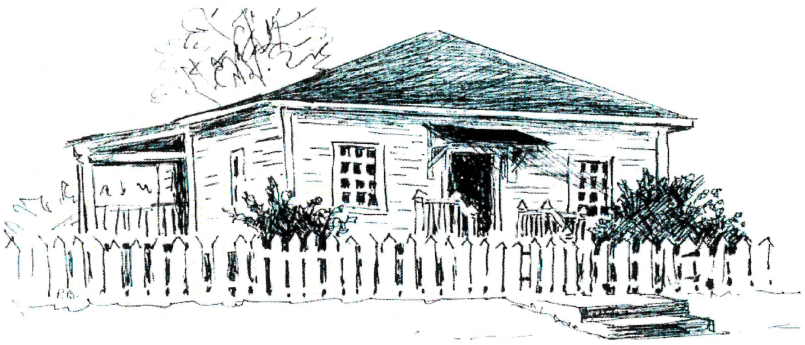
Joan O. Horsey, Chairman, Chestertown Library Preservation Foundation
11/16/2021
County Commissioners Meeting

Item Summary:
Grant Funds Awarded

ATTACHMENTS:

Description

11.16.21 Joan O. Horsey, Chairman, Chestertown Library Preservation Foundation, Grant Reward



Chestertown Library, Inc.
P. O. Box 237
Chestertown, Maryland

November 1, 2021

Ms. Arnessa Dowell, Director
Kent County Public Library
408 High Street
Chestertown, MD 21620

Dear Ms. Dowell:

The Chestertown Library Preservation Foundation is pleased to award you the following grant to be used as specified below:

Check # 35161 in the amount of $2778.23 made payable to the Kent County Public Library, Inc. $664.00 is from the Paca Fund and is designated specifically as a fund to purchase books. We ask that the remaining monies also be used to purchase books.

Please let me know if you have any questions.

Sincerely,

Joan O. Horsey
Chairman
Chestertown Library, Inc.

Cc: Kent County Public Library Board of Trustees
Kent County Commissioners

County Commissioners
Office
Date 11-2-21 LC

Contingency and Use of Fund Balance Report
11/16/2021
County Commissioners Meeting

ATTACHMENTS:

Description

10-26-2021 Commissioner Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
October 26, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT 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		$ 438,407	
BEGINNING CONTINGENCY BUDGET		$ 400.000	
ENDING CONTINGENCY BALANCE		$ (38,407)	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT 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		$ 73,201	

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.