THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

November 14, 2023

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

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

Consent Items

#1 - Regular Session Minutes, October 31, 2023

#2 - Liquor Minutes, October 31, 2023

#3 - Rosemary Ramsey Granillo-Director Kent County Local Management Board

FY2023 Maryland Connected Devices Program Round Two Contract

Proclamation

Katie Wright, Economic Development Manager, Economic and Tourism Development

National Apprenticeship Week Proclamation, November 13-19, 2023

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing Protocol

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning

Code Home Rule Bill 5-2023 Outdoor Retreats In RC, RR, and CR - Second Reading and Public Hearing

Appointments

Joshua Thompson, Restoration Specialist, Wetland, Stream, Wildlife Habitat and Agriculture Conservation Consulting

Turner Creek Stream Restoration - Phase Two, Ravine Stabilization

Departmental Appointments

Herbert Dennis, Warden, and Steve Wallace, Captain, Kent County Detention Center

Substance Use Disorder Telehealth Services Amended and Restated Agreement

Herbert Dennis, Warden, and Steve Wallace, Captain, Kent County Detention Center

Opioid Use Disorder Treatment Initiative

Bill Mackey, Director, Planning, Housing, and Zoning

Schedule Public Hearing for The Wharf at Handy's Point

Thomas N. Yeager, County Attorney

The Wharf at Handy's Point

Public Hearing Notice

Kent Alcohol and Tobacco Enforcement KATE

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

License Update

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

License Update

Human Resources Director

Employment Contracts

Senior Staff Employment Contract

Public Works Director

Mike Moulds, Director, Public Works

County Roads Division

County Administrator

Anthony W, Bertino, Jr. President, Worcester County Government

Increase County Room Tax Letter of Support

2024 MACo Legislative Committee Nominations

2024 MACo Legislative Committee Nominations

County Administrator Report

Joyce Price Morales, Chair, Town of Millington Planning Commission

Proposed Millington Crossing Project

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce

Reallocation of Maryland State Ceiling

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Mike Moulds, Director, Public Works

Environmental Operations Division
Legal
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice

Jim Miller, Director, Human Resources

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

Jim Miller, Director, Human Resources

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

(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, October 31, 2023
11/14/2023
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, October 31, 2023
11/14/2023
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Rosemary Ramsey Granillo-Director Kent County Local Management Board
11/14/2023
County Commissioners Meeting

Item Summary:
FY2023 Maryland Connected Devices Program Round Two Contract for 300 more devices

ATTACHMENTS:

Description

11.14.23 Office of Statewide Broadband Maryland Connected Devices Program Grant Agreement

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R, DAY
Secretary
OWEN MCEVOY
Deputy Secretary

October 18, 2023

Ms. Penny Young-Carrasquillo
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

CONGRATULATIONS!

RE: Request for Funding
Maryland Connected Devices Program

Dear Ms. Young-Carrasquillo:

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your request for 300 devices with a value of $59,625.00 for distribution to eligible households throughout the County Commissioners of Kent County Community has been approved. Also approved is your funding in the amount of $1,800.00 to support the device distribution.

The Office of the Attorney General has prepared a draft MOU attached to this award letter. The acquisition of devices and stipend funding is conditional upon full execution of a grant agreement between the County Commissioners of Kent County and the Maryland Department of Housing and Community Development ("the Department").

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Ronnie Hammond, Program Manager Digital Equity & Inclusion, at 301-429-7514 or ronnie.hammond@maryland.gov.

Sincerely,

Jacob R. Day
Secretary

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

OFFICE OF STATEWIDE BROADBAND
MARYLAND CONNECTED DEVICES PROGRAM GRANT AGREEMENT

THIS MARYLAND CONNECTED DEVICES PROGRAM ("MD-CDP" or the "Program") GRANT AGREEMENT ("**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (the "**Department**"), a principal department of the State of Maryland ("**State**") and the COUNTY COMMISSIONERS OF KENT COUNTY, MD (the "**Grantee**"), a local jurisdiction of the State of Maryland. The Department and the Grantee are each a "**Party**" and may collectively be referred to as the "**Parties**".

RECITALS

A. This Agreement is issued pursuant to the State's appropriation of funding received from the United States Department of the Treasury's Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (the "**Act**") to the Office of Statewide Broadband (the "**Office**"). This federal funding is the sole source of funds for the Program. The award made hereunder is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (the "**Regulations**").

B. The purpose of the Program is to:

1. Address the deficit of broadband connectivity resources available to low-income populations in the State; and

2. Provide for the delivery of internet-enabled devices ("Devices") and a per-device stipend, where applicable, to local jurisdictions that will facilitate the distribution of the devices to those most in need.

C. Grantee has submitted an application (the "**Application**") to the Department, the Executive Summary of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for receipt, storage and distribution of devices to be provided under the Program.

D. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved an award to Grantee.

E. The provisions of the Act, the Regulations, and the Department's Second Round Request for Applications dated September 25, 2023 ("**RFA**"), as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

a) The Department agrees to provide Grantee with Three Hundred (300) Devices, and a per-device stipend of Six Dollars ($6.00) ("Stipend"). The monetary value of the Devices is Fifty-Nine Thousand Six Hundred Twenty-Five Dollars ($59,625.00). The amount of the stipend for the Devices being supplied under this Agreement is One Thousand Eight Hundred Dollars ($1,800.00). Together, the Devices and the total Stipend constitute the Grant. Disbursement of the Grant is subject to the continuing availability of funding to the Department.

b) Grantee shall use the Grant to carry out only the approved activities described in Exhibit A (the "**Project**"). Grantee certifies its activities are eligible activities as set forth in the Act.

2) Expenditure and Disbursement of the Grant.

a) Upon submission to the Office of a copy of this Agreement signed by an authorized representative of Grantee, Grantee must issue an Allocation Request to the Office's Program Manager for Equity and Inclusion. The Allocation Request shall be in the form provided by the Office and shall identify the location to which Devices are to be delivered. Devices shall be delivered in lots. The first lot delivery under an Allocation Request will be scheduled within sixty (60) calendar days of the Effective Date of this Agreement, with subsequent lot deliveries to occur monthly until Grantee has received all allocated Devices. Delivery of Devices on any other schedule is at the sole discretion of the Office and permitted only with the Office's written approval.

b) Grantee is responsible for the Devices once they are delivered to Grantee. If Grantee fails or refuses to accept a scheduled delivery on the scheduled date and time, all risks associated with the products to be delivered shall nonetheless be Grantee's responsibility and Grantee shall be responsible for all additional storage and handling costs to be incurred as a result.

c) Within three (3) business days after delivery of Devices to the Grantee, Grantee must examine the Devices. Issues with any received Device must be brought to the attention of the Office within five (5) business days after delivery – after this time, the Devices will be deemed accepted by Grantee and appropriate for distribution. Once Devices are accepted by the Grantee, the manufacturer's warranty will apply.

d) Devices must be distributed to the end recipients within one hundred and eighty-two (182) calendar days of the first lot delivery to Grantee. Notwithstanding the foregoing or any language to the contrary in the RFA, where the first lot delivery of Devices to a Grantee occurs on or after November 1, 2023, all allocated Devices must be distributed on or before April 30, 2024. Devices that have not been distributed by the 183rd day after the first lot delivery or by April 30, 2024, whichever date is earlier, must be returned to the Office at the Grantee's expense. Failure to return Devices as required under this subsection shall be a material default of this Agreement.

e) Grantee may utilize distribution partners or subcontractors as set forth in the RFA and, if applicable, as described in Exhibit A. Regardless of the participation of any distribution partner or subcontractor in the Project, Grantee shall be responsible for satisfactory implementation of the Project and for the performance of its obligations under this Agreement.

f) The Stipend shall only be applied to the cost of securing Devices in storage, the cost of transporting the devices to the distribution venue(s), the cost of securing devices during distribution, the cost of the distribution venue(s), and personnel costs associated with distribution. Any other use must be directly attributable to the distribution efforts and is permitted only with the written approval of the Office. Grantee's overall costs for receiving, storing, securing, and distributing the Devices, where

in excess of the Stipend, are the sole responsibility of Grantee.

g) The Stipend will be provided incrementally, only for the lot of Devices currently scheduled for delivery, and will be provided directly to the Grantee. The number of deliveries provided for in Grantee's Allocation Request(s) will determine how much of the Stipend will be provided in connection with each delivery.

h) Eligible use of the Stipend must be supported by invoice(s) submitted to the Department within thirty (30) calendar days of each lot delivery described above. Any exception to this requirement is at the sole discretion of the Office and must be confirmed in writing by the Office. **Failure to timely submit invoices will be deemed a default of this Agreement and may result in Grantee being required to repay all or part of the Stipend.**

i) The entirety of the Stipend must be expended by April 30, 2024.

j) Final proof of expenses in the form of invoices or other supporting material must be submitted no later than April 15, 2024, and shall identify in detail all expenses incurred for which the Stipend was used. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.

k) The Department shall have the right at any time to request that Grantee provide additional supporting documentation to verify or validate its eligible use of the Stipend.

l) The Department reserves the right not to disburse the Grant if, in the Department's determination:

i. Grantee has failed to supply a material fact in an Allocation Request;

ii. An Allocation Request, when combined with all prior Allocation Requests of Grantee, exceeds the total amount of the Grant;

iii. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or

iv. Grantee is in default under any other term or condition contained in this Agreement.

3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

a) Records.

i) Grantee shall maintain accurate financial records of all transactions relating to the receipt, expenditure, and disbursement of the Grant and administration of the Project (collectively, **"Records"**). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves final disbursement of the Grant, or such longer period as may be required by federal law.

ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following

the date the Department approves final disbursement of the Grant. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

c) Reports.

i) Every sixty (60) calendar days following the execution of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made utilizing the Stipend, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department no later than ten (10) working days after the due date.

ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a summary of the Project including the number of households that received Devices, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense summary of the Project, certified by the highest fiscal officer of Grantee, that lists the expenditures relating to the Grant which were offset by the Stipend and other costs to the Grantee associated with the successful implementation of the Project. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the U.S. Department of the Treasury or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of the Grant.

b) Grantee must notify and obtain written approval of the Program Manager of Equity and Inclusion for any change in the Project relating to receipt, storage, security or distribution of Devices. Such a change will not require a formal amendment to this Agreement, so long as the amount of the Grant does not change. The allocation of additional devices beyond the number set forth in

Section 2 of this Agreement, and any corresponding increase in the Stipend, will require a formal amendment.

5) Grantee's Certifications. Grantee certifies that:

a) Grantee is a local jurisdiction of the State of Maryland.

b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.

c) Grantee is duly organized and validly existing under the laws of the State of Maryland. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.

d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Project have been obtained or Grantee has reasonable assurances that they will be obtained.

f) Grantee certifies that all of the Grant will be used for eligible Program activities as defined in the Act and Regulations.

g) Grantee has or shall comply with all applicable federal funding conditions.

h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit B**.

i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received, nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.

j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

k) The Grantee is in good standing with the State of Maryland and is not, as of the execution of this Agreement, in default of any grant agreement, memorandum of understanding, or contract with the State.

6) Default, Repayment and Remedies; Termination.

a) A default under this Agreement shall occur if:

i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the RFA, and this Agreement; or

ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.

b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any portion of the Grant not expended or disbursed in accordance with this Agreement. For the purposes of this section, each Device has a per-unit cost of $198.75.

c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.

d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that the U.S. Department of the Treasury requires the repayment of any portion of the Grant, Grantee shall immediately return said funds to the Department.

e) In the event of termination of the Agreement, whether due to default or otherwise:

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

ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been allocated or disbursed.

f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.

g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.

7) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights

or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.

8) Nondiscrimination, Fair Practices, and Drug and Alcohol-Free Certifications:

a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.

b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

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

a) Communications to the Department shall be mailed to:

Ronnie Hammond
Deputy Director
Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

b) Communications to Grantee shall be mailed to:

Attn: Kent County Local Management Board
400 High Street, First Floor
Chestertown, MD 21620

10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

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

14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "Effective Date") until the Grant has been either fully disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.

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

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

18) Notice Regarding Disclosure of Information Relating to the Project.

a) The Department intends to make available to the public certain information regarding the Project and the Grantee.

b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.

b) The Department may be required to disclose information in response to a request for information

made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application
Exhibit B – Certification Prohibiting the Use of Federal Funds for Lobbying
Exhibit C – Allocation Request

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

By: _____ (SEAL)
Name: Ronald H. Fithian
Title: President

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____
Jacob R. Day, Secretary

_____
Date

Approved for form and legal sufficiency,
this _____ day of _____, 20__.

_____
Assistant Attorney General

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Exhibit A

CONNECT Maryland
High Speed Internet For A Better Future.

Application Form
Maryland Connected Devices Program

Applicant Information

Legal Name of Applicant (must match W9):
County Commissioners of Kent County, MD

Please attach a copy of your most current IRS W-9 Form

Federal EIN Number: 526-000-974 DUNS Number: 086131901

Unique Entity ID (SAM.gov) number C8C6GAZ67CA9

Please identify the type of applying entity:

[✓] County

[ ] Incorporated Municipality

Address

Street: 400 High Street

City: Chestertown County: Kent

State: MD Zip: 21620

If applying in partnership with other organization(s) please identify the organization(s) below:
N/A

Contact Information

This is the primary contact for the person coordinating all elements of this application. This is the person the OSB will contact with any questions regarding the application.

Name: Niara Wilson Title: Administrative Specialist I

Email: nwilson@kentgov.org Phone: 443.480.4885

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Project Information

Project Information: Estimated Households

Estimated Eligible Households: 1,679.00 (How many households in your jurisdiction are eligible?)

Estimated Households in Need: 1,000.00 (How many eligible households need a device?)

Is stipend being requested for security & distribution of devices? ☑ Yes ☐ No

Estimated Funding:

Number of Devices: 300 @ $198.75 per device: $59,625.00

Stipend @ $6.00 per device (if not requesting, leave blank): $1,800.00

Total project value: $61,425.00

Please identify the organization who will receive the shipment(s) of devices for distribution:

Kent County Local Management Board

Address:

Street: 400 High Street

City: Chestertown County: Kent

Zip: 21620

Does the receiver have secure storage? ☑ Yes ☐ No

Does the receiver have a loading dock? ☐ Yes ☑ No

Please briefly describe your method for delivery to distribution site(s):

Due to not having an off-site distribution area, the KCLMB will receive no more than 150 devices at one time. The Staff members will transport the laptops to the sites.

Maryland
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONNECT Maryland
High Speed Internet For A Better Future.

Other Required Information

The following should be attached to your application form:

1. Written Project Narrative
2. Scope of Work
3. Schedule
4. Monthly Device Delivery Request
5. Federal Form W-9

Certification

To the best of my knowledge and belief, the information contained in this application is true and correct and I have the authority to sign this document on behalf of the applying jurisdiction.

Authorized Representative Name: Ronald H. Fithian

Title: President, County Commissioners of Kent County, MD

Phone: 410-778-4600

Email: rfithian@kentgov.org

Ronnie Fithian
Signature

Date: ~~09/18/2023~~ 09/26/23

Kent County Connected Devices Program

a) Executive Summary

The US Census tells us that the rural Eastern Shore County of Kent County, Maryland has a dispersed population of approximately 19,270 residents and 8,274 households with an average household size of just over two people. 86.6% of these households reported having a computer. But with a 12% poverty rate, it is likely that most of the 13.4% of households without a computer (1108) fall at or under federal poverty guidelines. The Kent County Department of Social Services reports 1679 current active SNAP households. With this information, we estimate that approximately 1000 low-income households in the county do not have a computer. The Kent County Local Management Board, which is the County's planning and coordination agency for services to support children and families, successfully distributed our first 500 computers between July and September 2023. We are requesting an additional 300 computers in this application.

Local populations most impacted by not having a computer include the increasing aging population (65 and older), which makes up nearly one quarter of the total county population, and those under age 18, approximately 15% of Kent County residents. The most recent Kent County United Way Needs Assessment (2017) reports "connection to programs and services" and "access to Providers" as *critical unmet human services* to older residents. Responses to a November 2022 Kent County survey showed that nearly 50% of respondents reported that they were not aware of resources available for their families. Almost one-fourth stated that they did not know where to find information. (The availability of local hard copy newspapers is very limited.) 65% of those surveyed indicated a need for after-school academic support, creating a deficiency when a family cannot afford a computer.

Computers are not only critical communication tools for handling day-to-day tasks such as dealing with healthcare facilities and medical personnel, utility companies, employers, businesses, and educational institutions/educators, but are vital learning tools for students, who need them for homework and tutoring. The United Way Needs Assessment noted limited learning opportunities for children and youth outside of school hours and highlighted the fact that all three local elementary schools, as well as the middle school are designated as Title 1 schools. With majority of students in the county public school system qualifying for free and reduced meals, the local school district made the decision to provide free/ reduced meals to all students beginning in 2023.

The Community Plan recently prepared by the Kent County Local Management Board focuses on increasing economic security and mobility for the 600 – 900 children in the county and their families impacted by poverty. As we work toward the goals of school success, career readiness, and employment, we need to ensure that school children have the resources to succeed. Kent County's elderly and child population overlap in the sense that Kent County ranks 2nd in Maryland in terms of grandparents raising grandchildren. In addition, it is important to supply

elderly residents with computers so that they can more easily take care of everyday tasks, engage in online activities such as free classes, and establish or maintain critical social contact with family members and friends. Finally, in a rural area with limited transportation, computers and internet service are needed to check bus schedules, and to schedule on-demand transportation to healthcare and other appointments. In this area, information about health fairs, various services and resources, employment opportunities, and community events is shared primarily online.

The Kent County Local Management Board expects that the laptops distributed through this program will result in the following:

Low-income students are able to keep up with homework, resulting in improved grades, increased engagement in school, and confidence. In the long term, academic success leads to career readiness.
Adult household members are making various appointments, communicate with educators, search for employment, and access information on available resources for their families more easily.
Older community members are benefiting in the same way but are also having the added benefit of using a computer for vital social connection, helping to alleviate loneliness and issues stemming from isolation.

The Kent County Local Management Board determines program eligibility by requesting proof of Kent County residency/address and current enrollment in at least one income-based government assistance program such as SNAP, Medicaid, WIC, SSI, FPHA, Free and Reduced-Price School Lunch or Breakfast Program (via a letter from the school or the child's p-ebt card), Veterans Pension and Survivors Benefit, enrollment in the ACP program, or the receipt of a Federal Pell Grant in the current award year. We also accept as proof of eligibility the applicant's tax returns, pay stubs, or benefit letter, showing an annual income at or below 200% of the Federal Poverty Guidelines.

b) Verification and Distribution

The Kent County Local Management Board (KCLMB) determines program eligibility as detailed above. We use a standard application asking for the name, address, phone number, email, annual household income for those not enrolled into a government assistance program, with a signature and disclaimer added. The application lists the various forms of documentation accepted and has boxes to confirm which documentation will be presented. KCLMB calls applicants to pick up a device at our office and present their documentation for copying. KCLMB also maintains a calendar of distribution events to be more visibile in the community and reach into different neighborhoods. Events have taken place at the Kent County Local Management

Board office (Kent County Administration Building), Kent County Libraries (all 3 locations), Minary's Dream Alliance (Nonprofit Organization), and the Amy Lynn Ferris Senior Center (operated by Upper Shore Aging). If deemed necessary, we will also schedule distribution events at local Churches in the Kent County Community. While the Kent County Local Management Board has distributed devices at partner locations, we are not asking partners to independently distribute devices. The Local Management Board has three staff members—one of whom is bilingual (English/Spanish)—and 15 board members. One staff member is managing the program with support of others. KCLMB intends to continue partnering with a variety of local organizations to bridge the gap with in-home technology within the diverse population groups within the county. KCLMB is making strides to reduce the language barrier, to ensure all eligible residents are afforded the opportunity to apply and receive a free laptop. KCLMB has translated our application, flyer, and website from English to Spanish. KCLMB will work to provide information in additional languages as it arises.

Receipt of Devices:

We would request two shipments of devices over a three-month period, starting with 150 devices the first month, and 150 devices a month and a half later. This relatively small number of devices could be delivered and easily and securely stored in the Kent County Local Management Board office. On the schedule delivery day we organize available staff to unload and store the devices, corroborate the shipment order, and inventory the devices.

c) Scope of Work

i. The Kent County Local Management Board has already received commitments from the Nonprofit Organizations Minary's Dream Alliance, and Upper Shore Aging (the Kent County Local Management Board will manage and conduct all distribution). In addition, the Kent County Local Management Board works closely with the following Institutions and Agencies that promote the program and refer program applicants: Kent County Public Schools, Kent County Department of Social Services, Healthy Families Kent County, Kent Family Center, Maryland Coalition of Families, Wraparound Maryland, Crossroads Community, and others.

ii. Kent County LMB uses an encrypted Microsoft Form to collect the the applicant's information. This only consists of names, address, phone number, and a check box of which documentation will be presented to establish eligibility. When the applicant picks up the device we photocopy the documentation and file it in a locked filing cabinet with their application and the serial number of the device they received.

Iii. Kent County is requesting 300 devices over a three-month period, the laptops are stored at the County office of the Local Management Board. This office is in the secure County

Administration building. A Security Guard monitors all entry to the building, with cameras that constantly monitor all indoor and outdoor activity. All individual Departments are locked and can be accessed only by specific department Employees with access cards.

iv. The Kent County Local Management Board encourages residents to make individual appointments to come to our office to receive devices. We also have held at least five distribution events: Three at the Kent County Public Library branches; one at Minary's Dream Alliance; and one at Upper Shore Aging's local Senior Center. We have in place a system to disperse information on distribution events and eligibility (as well as required eligibility documentation), staff and volunteers to staff the events, materials such as applications, and a system and space for applications to be filled out and reviewed, followed by device distribution. While distribution events are publicized and we expect walk-ins, we also encourage residents to RSVP to each event so that we can have an idea of staffing and materials needs. We announce in advance how many devices are available at each event. Should we not have enough available devices to meet the demand, we take reservations for devices after determining applicants' eligibility.

v. Staff and Volunteers receive training on the application process and eligibility verification, with sample images of acceptable eligibility documents. As we process applications, data is input into an Excel spreadsheet in One Drive that can be accessed by multiple staff at once for real-time address documentation to be accessible. The document is backed up and stored in a secure Kent County computer drive accessible only by Local Management Board employees. We bring County laptops to events for our use.

vi. In addition to using the Department Device Tracking Portal, we ensure that only one device per eligible household is provided by completing an address search in our system (see above) prior to application approval to avoid duplication. We ask applicants for documentation of their address.

d) Outreach – Kent County is partnering with the agencies listed under Scope of Work to inform the targeted population of the program. We create and update flyers and distribute them to the agencies (also placing flyers in all County buildings) and use social media to promote the program. The Kent County Local Management Board, which has regular meetings with Providers of services to low-income families, furnishes information about this program at these meetings. In addition, Kent County will send out press releases to local papers and radio stations while also promoting the program on the County website. Notices and flyers include information on how to obtain a device (who to call to make an individual appointment with the County, dates, times, and locations of distribution events) and the required documentation to receive a device. Information about local Senior Center and Kent County Library no-cost computer classes are also be provided. Promotional materials are in English and Spanish. Connections are made with Marylanders online to coordinate with an ACP Program Representative to assist consumers with enrollment at one of the distribution events.

e) Potential Barriers – One potential barrier is transportation; several low-income families do not have cars and have difficulty using a disjointed local public transportation system. Therefore, we include information on access to transportation as we inform the public of the program. For residents who are homebound (for example, some seniors who receive home meal delivery), we work with Upper Shore Aging and Minary's Dream Alliance to obtain screening/eligibility information and arrange for devices to be delivered during normal home services appointments. KCLMB staff have also delivered devices to homes when availability permits.

f) Partners and Local Engagements:

i. Minary's Dream Alliance, a local nonprofit organization. The mission of Minary's Dream Alliance is to transform the lives of youth, families, and communities through education, resource development, and community engagement. Their programs include Feed the Elderly; Club F.E.A.R. (Face Everything and Rise), a youth program; Mindful Mornings, a motivational call for young men; a Community Mentoring Program; and an after-school program. KCLMB distributed laptops at their annual Back to School Bash in August 2023 and they continue to make referrals and help families apply for laptops.

ii. Upper Shore Aging is the nonprofit Area Agency on Aging that offers senior care, meals, and Senior Center activities. They operate the Amy Lynn Ferris Adult Activity Center in Kent County and have agreed for Kent County to host a distribution event at their site. Upper Shore Aging also offers free computer classes.

iii. The Kent County Public Library has committed to hold a distribution event at their main branch (managed/staffed by Kent County Local Management Board). The library is a great resource for program promotion and offers free in-person computer assistance by appointment as well as free online computer classes.

iv. The Kent County Local Management Board *Local Care Team* works with families with multiple needs to deliver family-driven action plans and support through a multi-agency forum. The *Local Care Team* has committed to promoting the program and being actively involved in distribution events.

v. A member of the Kent County *Local Care Team* and ongoing partner with the Kent County Local Management Board is the Kent County Public School system, which has agreed to assist with program promotion and referrals.

vi. The Kent County Health Department, an arm of Kent County government, has promoted the program and made referrals.

vii. The Kent County Department of Social Services has promoted the program and made referrals.

viii. Additional partners that will refer clients to the program include Kent Attainable Housing, Rebuilding Together Kent County, the Kent County Truancy Reduction Program; the Maryland Coalition of Families, a statewide nonprofit committed to empowering families experiencing behavioral health challenges; and Wraparound Maryland, which provides care coordination services to support and encourage families and youth.

ix. Kent County government has strong relationships with local churches, including rural African American churches and Spanish-speaking congregations that will promote the program. We partner with churches as distribution sites as needed (Kent County personnel will manage distribution).

g) Intended Outcomes and Metrics:

During the months of October, November, and December, Kent County intends to distribute 300 laptops to income-eligible households in need of computers. While the Kent County Local Management Board has already made project plans, the Board's Administrative Specialist, Niara Wilson, will manage the program with the support of Rosemary Ramsey Granillo, the Local Management Board Director, and Jamar Abner, the System of Care Coordinator. Local Management Board members (volunteers) will assist with events. Program promotion and referrals will be conducted by Minary's Dream Alliance, the Kent County Public Library, and Upper Shore Aging in addition to Kent County Public Schools, the Kent County Health Department, Kent County Department of Social Services, Healthy Families Kent County, the Kent Family Center, Maryland Coalition of Families, Wraparound Maryland, Crossroads Community, and our own Local Care Team. Because we have identified transportation as a challenge, we will arrange for Upper Shore Aging and Minary's Dream Alliance to share information on income-eligible clients who are homebound and in need of computers so that laptops can be delivered as part of the regular meal delivery (we expect this will result in the delivery of approximately 20– 30 devices). We will publicize bus schedules and information related to on-demand transportation assistance.

The proposed project schedule is as follows:

Date	Activity	Responsible Parties	Partners	Number of devices distributed
Oct 2023	Release a new press release announcing another round of free laptops.	Kent County LMB Staff, Board Members, and Volunteers	All partners help with promotion	
Oct 2023	Plan for end of October distribution event and conduct outreach	Kent County LMB Staff and Upper Shore Aging	Upper Shore Aging: all partners help with promotion	

Kent County Connected Devices Program

Date	Activity	Responsible Parties	Partners	Number of devices distributed
Oct 2023	Make appointments for device pickup at Kent County Administration Building	Kent County LMB Staff		60
Oct. 2023	Evaluate procedures and adjust as needed	Kent County LMB Staff and Board Members		
End of Oct 2023	Hold distribution event; device deliveries to homebound clients	Kent County LMB Staff, and Upper Shore Aging	Upper Shore Aging	30
Nov 2023	Plan for and promote November distribution event at the Kent County Administration Building	Kent County LMB and Board Members	All partners will assist with promotion	
Nov 2023	Schedule individual appointments for device pickup at Kent County Administration Building	Kent County LMB Staff		50
End of Nov 2023	Host distribution event (Mt Olive A.M.E. Church)	Kent County LMB Staff and board members		50
Nov 2023	Plan for December distribution by appointment. Plan for December distribution event; outreach.	Kent County LMB Staff and board members with Minary's Dream Alliance staff	Minary's Dream Alliance, all partners to help with promotion	
Dec 2023	Hold distribution event Minary's Dream Alliance	Kent County LMB Staff and Minary's Dream Alliance Staff	Minary's Dream Alliance; All partners to help with promotion	50
Dec 2023	Continue to make individual appointments for device pickups at Kent County Administration Building	Kent County LMB Staff		20

Kent County Connected Devices Program

Date	Activity	Responsible Parties	Partners	Number of devices distributed
Dec 2023	Plan for additional distribution events if needed	Kent County LMB Staff and Kent County Public Library Staff		40
				300

Monthly Device Delivery Request:

October: 150

November: 150

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

County Commissioners of Kent County, MD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

400 High Street

6 City, state, and ZIP code

Chestertown, MD 21620

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	2	–	6	0	0	0	9	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 11/15/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EXHIBIT B

CERTAIN FEDERAL FUNDING CONDITIONS AND CERTIFICATION AGAINST LOBBYING

All CDP Grantees acknowledge the following conditions may be applicable to their award:

A. Certification prohibiting use of federal funds for lobbying

1. 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL. Where applicable, the Grantee shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). Any subgrantees to whom this section is applicable shall certify and disclose accordingly.

B. Clean Air Act and Federal Water Pollution Control Act

1. Clean Air Act

   a. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   b. The Grantee agrees to report each violation to DHCD and understands and agrees that the DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

   c. The Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act

   a. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

   b. The Grantee agrees to report each violation to DHCD and understands and agrees that DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

c. The Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

C. Access to Records

1. The Grantee agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. Suspension and Debarment

1. As Federal funds support the activities of this Agreement, the Grantee acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

> "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities."

E. Audits

1. If applicable to the Grantee, the Grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F – Audit Requirements, if applicable. OMB 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of $750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.

CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

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

Kent County Local Management Board
Full Name of the Grantee

By: _____
Authorized Signature for the Grantee

11/6/2023
Date

Rosemary Ramsey Granville
Printed Name and Title

KCLMB Director

EXHIBIT C

DEVICE ALLOCATION REQUEST

Devices will be delivered in lots, a maximum of once per month. Indicate below how many Devices you wish to receive per lot. Total Devices requested for allocation may not exceed the number of Devices awarded to Grantee under the Agreement.

Lot One: 150

*Lot One will be scheduled for delivery within sixty (60) days of the Effective Date of the Agreement. All subsequent Lot deliveries are expected to occur once per month thereafter.

Lot Two: 150

Lot Three: _____

Lot Four: _____

Lot Five: _____

Total: 300

Delivery Address for Devices:

400 High St.
Street Address

Chestertown, Maryland 21620
City Zip code

Department or Individual authorized to accept Lot deliveries:

Rosemary Ramsey Granillo
Name

Director
Title (if applicable)

410 810 2673 rramseygranillo@kentgov.org
Phone Number and Email Address

Katie Wright, Economic Development Manager, Economic and Tourism Development
11/14/2023
County Commissioners Meeting

Item Summary:
National Apprenticeship Week Proclamation, November 13-19, 2023

ATTACHMENTS:

Description

11.14.23 Proclamation, National Apprenticeship Week

Kent County, Maryland

Proclamation

NATIONAL APPRENTICESHIP WEEK
"Registered Apprenticeship: Superhighway to Good Jobs"
November 13-19, 2023

WHEREAS, National Apprenticeship Week is celebrating its 5th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly skilled workforce in diverse industries in Kent County, Maryland, and across the nation; and

WHEREAS, the advancement and well-being of the United States of America depend upon the continued development of skilled workers in their chosen fields; and

WHEREAS, there are more job openings than job seekers in the United States, and the expansion of apprenticeships will help bridge the skills gap to fill these jobs; and

WHEREAS, Kent County, Maryland recognizes that robust apprenticeship programs provide tangible value to both job creators and apprentices, with the potential to increase productivity, improve diversity and inclusion, and reduce recruitment and training costs while providing a pathway to prosperous careers for job seekers; and

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim November 13-19, 2023, as **National Apprenticeship Week** in Kent County.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

November 14, 2023

Thomas N. Yeager, County Attorney
11/14/2023
County Commissioners Meeting

Item Summary:
Public Hearing Protocol

ATTACHMENTS:

Description

CHR Bill No. 5-2023 Outdoor Retreat In RC, RR, and CR, Public Hearing Notice

11.14.23 Procedures for Testifying, Public Hearing, CHR Bill No. 5-2023 Outdoor Retreat In RC, RR, and CR

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

October 3, 2023
Legislative Session Day

Legislative Session Day
October 3, 2023

CODE HOME RULE
BILL NO. 5-2023

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding "14.5 Outdoor Retreat" to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding "15.5 Outdoor Retreat" to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding "12.5 Outdoor Retreat" to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding "25.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 6 Procedures; (5) by adding specific conditions for said new land use "34.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 7 Special Exceptions; (6) by adding a new definition under "227.5 Outdoor Retreat" to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

A hearing will be held on November 14, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Thursday, November 9, 2023.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 10/19/23 & 10/26/2023

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process is given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

Rule 1. Please sign the "testimony log" if you desire to speak during the hearing(s).

Rule 2. All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.

Rule 3. Each person testifying will have three minutes for his/her remarks.

Rule 4. The Chair will maintain order via voice commands.

Rule 5. Stick to the issues at hand.

Written comments will be accepted until Friday, November 17, 2023, at 12:00 p.m. (noon) by the following methods:

By email:
kentcounty@kentgov.org

By letter:
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Bill Mackey, Director, Planning, Housing, and Zoning
11/14/2023
County Commissioners Meeting

Item Summary:
AN ACT to amend Chapter 222, Zoning, of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding "14.5 Outdoor Retreat" to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding "15.5 Outdoor Retreat" to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding "12.5 Outdoor Retreat" to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding "25.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 6 Procedures; (5) by adding a specific conditions for said new land use "34.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 7 Special Exceptions; (6) by adding a new definition under "227.5 Outdoor Retreat" to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

On July 6, 2023, and August 3, 2023, the Kent County Planning Commission held a public hearing, reviewed the proposed applicant-initiated zoning text amendment, and made recommendations to the County Commissioners. A letter from the Planning Commission is attached.

On September 6, 2023, the Kent County Agriculture Advisory Commission reviewed the proposed zoning text amendment and made recommendations to the County Commissioners. A letter from the Agriculture Advisory Commission is attached.

On October 3, 2023, the County Commissioners voted to introduce CHRB 5-2023, in order to schedule the public hearing.

This item is presented for Public Hearing before the County Commissioners.

ATTACHMENTS:

Description

11.14.23 Testimony Log, Public Hearing, CHR Bill No. 5-2023 Outdoor Retreat In RC, RR, and CR

DRAFT Code Home Rule Bill 5-2023 Outdoor Retreat In RC, RR, and CR

Letter from the Planning Commission

Letter from the Agriculture Advisory Commission

TESTIMONY LOG

PUBLIC HEARING

November 14, 2023

CODE HOME RULE 5-2023
OUTDOOR RETREAT IN RC, RR, AND CR

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. JANET Christensen-Lewis
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

October 3, 2023
Legislative Session Day

Legislative Session Day
October 3, 2023

CODE HOME RULE
BILL NO. 5-2023

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

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding "14.5 Outdoor Retreat" to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding "15.5 Outdoor Retreat" to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding "12.5 Outdoor Retreat" to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding "25.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 6 Procedures; (5) by adding specific conditions for said new land use "34.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 7 Special Exceptions; (6) by adding a new definition under "227.5 Outdoor Retreat" to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
Ronald H. Fithian, President

INTRODUCED, read the first time, October 3, 2023, ordered posted and public hearing scheduled on November 14, 2023, at 10:00 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 the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on November 14, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on December 19, 2023, a legislative session day.

DRAFT

A BILL ENTITLED CHR 5-2023 OUTDOOR RETREATS IN RURAL CHARACTER, RURAL RESIDENTIAL, AND COMMUNITY RESIDENTIAL

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

SECTION 1.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 3. RURAL CHARACTER

. . .

3.3 Special Exceptions

. . .

13. Golf course, public or private
14. More than four horses and mules on land less than 20 acres in size
14.5 OUTDOOR RETREAT
15. Personal wireless facility tower

. . .

SECTION 2.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 4. RURAL RESIDENTIAL

. . .

4.3 Special Exceptions

. . .

13. Golf course, public or private
14. Houses of worship
15. More than four horses and mules on land less than 20 acres in size
15.5 OUTDOOR RETREAT
16. *Private club*s

. . .

DRAFT

SECTION 3.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 6. COMMUNITY RESIDENTIAL

. . .

6.3 Special Exceptions

. . .

11. Golf course, public or private
12. Houses of worship
12.5 OUTDOOR RETREAT
13. *Private club*s

. . .

SECTION 4.

ARTICLE VII.
SPECIAL EXCEPTIONS

SECTION 6. PROCEDURES

The application for a special exception shall include a site plan together with such data and information as may be required for a determination of the nature of the proposed use and its effect on the Comprehensive Plan, the neighborhood, and surrounding properties.

The Planning Director may hear and decide the following special exceptions:

1. Accessory storage structures
…

The Planning Commission shall review and send a recommendation to the Board of Appeals on the following special exceptions:

1. Aquaculture
…

24. Outdoor entertainment
25. Outdoor recreation, miniature golf, but not golf courses
25.5 OUTDOOR RETREAT
26. Personal wireless facility tower
…

DRAFT

SECTION 5.

ARTICLE VII.
SPECIAL EXCEPTIONS

SECTION 7. SPECIAL EXCEPTIONS

…

33. Outdoor entertainment in IV and IVCA
34. Outdoor recreation, miniature golf, but not golf courses, in V, IV, and IVCA.

34.5 OUTDOOR RETREAT IN RC, RR, AND CR PROVIDED:

A. THE PROJECT SHALL BE LOCATED ON A PARCEL OF AT LEAST TEN ACRES.
B. THE NUMBER OF GUEST UNITS PROVIDED ON THE SITE IS LIMITED TO FIFTEEN EXCLUDING RESIDENT MANAGEMENT QUARTERS. THERE SHALL BE A MAXIMUM OF TWENTY STRUCTURES, INCLUDING THE GUEST UNITS, ON ANY PERMITTED SITE.
C. DINING SERVICES MAY BE PROVIDED ONLY TO GUESTS.
D. THE SITE HAS ACCESS TO A PUBLIC ROAD. THIS ACCESS MUST BE CAPABLE OF SUPPORTING THE PASSAGE OF EMERGENCY VEHICLES. THE BOARD MAY REQUIRE IMPROVEMENTS TO EXISTING ACCESS ROADS.
E. THERE SHALL BE SUFFICIENT ACREAGE FOR THE PROPOSED USE AND ACTIVITIES.
F. ADEQUATE LANDSCAPING SHALL BE PROVIDED TO SCREEN ALL PARKING AREAS FROM ADJOINING RESIDENTIAL PROPERTIES. LANDSCAPING OR SCREENING PROPOSED SHALL BE SHOWN ON A SITE PLAN AS REQUIRED BY THIS ORDINANCE.
G. THE USE AND OCCUPANCY OF THE GUEST UNITS IS INHERENTLY TRANSIENT AND GUEST OCCUPANCY SHALL BE LIMITED TO TWO WEEKS. THERE SHALL BE A MAXIMUM OCCUPANCY OF TWO ADULT GUESTS, AND TWO ADDITIONAL CHILDREN GUESTS, IN EACH GUEST UNIT.
H. ALL NEW ACCESSORY USES AND OUTDOOR RETREAT STRUCTURES SHALL BE SETBACK A MINIMUM OF 100 FEET FROM ANY ADJACENT PROPERTY LINE.
I. THE PLANNING COMMISSION AND BOARD OF APPEALS SHALL PLACE CONDITIONS OR RESTRICTIONS ON EVENTS AS MAY BE APPROPRIATE TO ASSURE THE COMPATIBILITY OF THE USE WITHIN A DISTRICT OR LOCATION.
J. ALL STRUCTURES SHALL MEET ALL APPLICABLE KENT COUNTY CODES, INCLUDING THE BUILDING CODE, AND HEALTH DEPARTMENT REGULATIONS.

35. Personal wireless facility tower in AZD, RCD, RC, CC, C, CCA, EC, and I provided:
…

DRAFT

SECTION 6.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

…

227. Open Space – Those areas suitable …

227.5 OUTDOOR RETREAT – A LOT, TRACT, OR PARCEL OF LAND CONTAINING UP TO FIFTEEN GUEST UNITS, DESIGNED FOR AND UTILIZED FOR PERIODIC, TRANSIENT OCCUPANCY AND NOT AS A PERMANENT RESIDENCE, AND WHICH MAY CONTAIN OUTDOOR RECREATIONAL ACCOMMODATIONS, DINING FACILITIES FOR GUESTS, AND BATHROOM ACCOMMODATIONS FOR GUESTS.

228. Overbank Flood Protection Volume – The volume controlled by …

…

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DRAFT

SECTION 7. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the _____ day of_____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

_____
Ronald H. Fithian, President

_____
Albert H. Nickerson, Member

_____
John F. Price, Member

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

DRAFT

August 3, 2023

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

RE: Zoning Text Amendment regarding new use: Outdoor Retreat

Dear President Fithian:

At its meeting on August 3, 2023, the Planning Commission reviewed an application by Sandra Donnely for a zoning text amendment to amend the Kent County Land Use Ordinance to add a new special exception for an Outdoor Retreat in the Agricultural Zoning District, Rural Character, Rural Residential, Community Residential, and Village districts.

Following discussion, the Planning Commission voted 4-1 to provide a favorable recommendation to the County Commissioners on the proposed zoning text amendment with the following recommended amendments:

- The proposed use not be allowed in the Village district.
- Standard "a" be changed to "the project shall consist of a parcel of at least ten acres."
- Standard "h" be changed to "all new accessory uses and outdoor retreat structures shall be setback a minimum of 100 feet from any adjacent property line."
- Standard "i" be changed to "the Planning Commission and Board of Appeals shall place conditions or restrictions on events as may be appropriate to assure the compatibility of the use within a district or location."

Sincerely,

Kent County Planning Commission

Joe Hickman, Chairman

c: Shelley L. Heller, County Administrator

September 6, 2023

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

RE: Text Amendment regarding new use: Outdoor Retreat

Dear President Fithian:

At its meeting on September 6, 2023, the Agriculture Advisory Commission reviewed an application for a zoning text amendment to amend the Kent County Land Use Ordinance to add a new special exception for an Outdoor Retreat in the Agricultural Zoning District, Rural Character, Rural Residential, Community Residential, and Village districts.

Following discussion, Agriculture Advisory Commission recommended removal of the AZD from the proposed ZTA.

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

Sincerely,

Jennifer Debnam

Jennifer Debnam, Chair

c: Shelley L. Heller, County Administrator

Joshua Thompson, Restoration Specialist, Wetland, Stream, Wildlife Habitat and Agriculture Conservation Consulting
11/14/2023
County Commissioners Meeting

Item Summary:
Turner Creek Stream Restoration - Phase Two, Ravine Stabilization

ATTACHMENTS:

Description

11.14.23 Gabe Cohee, Maryland Department of Natural Resources, Turner's Creek Restoration Support Letter

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

November 14, 2023

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

RE: Ravine repair and restoration at Turner's Creek

Dear Mr. Cohee:

This letter is to support ShoreRivers' effort to stabilize and restore multiple actively eroding ravines that feed to the recent restoration and floodplain reconnection that was completed on County property along Turner's Creek.

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

As a key partner in this proposal and the property owner, Kent County has worked closely with ShoreRivers providing feedback and comment on the design of this project and will continue to partner through the implementation phase. A landowner agreement outlining our commitment is currently under Kent County's legal review and will be forthcoming in support of this proposal.

Having enjoyed a long history of partnership and shared stewardship goals, the County and ShoreRivers staff have collaborated on the development of this and many other projects. As local jurisdictions grapple with the implementation of the strategies identified in the Phase III WIPs, it is only through these initiatives that we can hope to achieve our load reduction goals. As such, the County is in full support of this grant application.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

Herbert Dennis, Warden, and Steve Wallace, Captain, Kent County Detention Center
11/14/2023
County Commissioners Meeting

Item Summary:
Substance Use Disorder Telehealth Services Amended and Restated Agreement

ATTACHMENTS:

Description

11.14.23 Memorandum of Understanding July 2023, by and between University of Maryland Psychiatric Associates, P.A., Prime Care Medical, Inc., and the Kent County Detention Center Amended and Restated Agreement for Substance

11.14.23 General Terms and Conditions of Contract Exhibit A by and between Kent County Board of Commissioners and University of Maryland Psychiatric Associates, PA

Memorandum of Understanding

This Memorandum of Understanding ("M.O.U."), entered into on July 2023 ("Effective Date"), by and between the University of Maryland Psychiatric Associates, PA., u Maryland non-profit corporation embodying the fhcu1Ly practice for Psychiatry facility of the University System of Maryland ("Practice"), Prime Care Medical, Inc. ("Prime Care"), and the Kent County Detention Center ("County"), located at 104 Vickers Drive, Suite A, Chestertown, MD 21620, for the purpose of providing treatment with Buprenorphine services ("MOUD") for medically appropriate patients through telemedicine in a rural criminal justice setting.

Practice and County are parties to an amended and Restated Agreement for Substance Use Disorder Telehealth Services, This MOU is entered into by the parties hereto for the purpose of complementing, and not amending or modifying, {he Amended and Restated Agreement and nothing heroin shall be construed to modify any part of such Agreement.

A Prime Care qualified healthcare worker will screen patients at County intake for Opioid Use Disorders (OUD). If the patient screens positive for OUD and is not released on bail* Prime Cue will ask If they are interested in hearing about Buprenorphine medication treatment through the MOUD program. If the patient identifies at intake that they are currently in a treatment program, a release of information will be completed at intake and faxed to the named treatment facility for verification. Patients will be placed on Prime Care's detox protocol until either verification is received or the patient is evaluated by the provider and an alternative treatment is offered, or both.

Patients interested in participating in the MOUD program will be placed on the Prime Care doctor's telemedicine schedule under the Amended and Restated Agreement. Telemedicine clinics will be held on Monday through Friday via a secure platform, County and acknowledges that, notwithstanding any other term within this MOU, may be windows of time when technical. interruptions occur such as VPN loss or device malfunction 01' other technical issues, during which Practice will not be able to provide the services via telemedicine. In such an event, Provider will provide the services via telephone to the time feasible, Evely effort will be made to re-establish connection, but telephonic consultation will continue until the telemedicine connection issues are resolved. Telemedicine treatment consent and HIPAA authorizations will be obtained prior to the first MOUD treatment encounter. Follow-up telemedicine counseling sessions will be required after an initial MOUD appointment, at Intervals in accordance with specific patient needs,

For the provision of the services by telemedicine, County shall be responsible for procuring/providing (and as applicable, supporting and maintaining): A. a mobile cart with

computer, '{Pan Tilt Zoom" camera, and adequate audio quality to hear all patient communications.

B. High quality audio-visual platform that is HIPPA compliant with 256 double encryption 01' the mode of encryption that is currently industrial standard.
C. stable managed connectivity to County's network with video enabled quality of services, If the existing wireless environment is not adequately robust to use the cart wirelessly, County will need 10 remediate the wireless infrastructure or use the earl in a wild environment, emergency and routine IT support County's computer and internet connection.

Correct RX will provide the Buprenorphine required for the MOUD program. All Buprenorphine doses received will be verified with the patient's name and dose to ensure accountability. A Prime Care qualified healthcare worker will document per Prime Care policy all Buprenorphine received in the controlled substance logbook. Under the direction of the prescribing Buprenorphine provider, a Prime Care qualified healthcare worker will administer the medication to the patient daily, as prescribed,

This MOU may be terminated by any party upon 30 days' prior written notice to the other parties. Each party agrees to be responsible for its own acts and omissions as it pertains to their respective responsibilities established by this MOIL The parties to this MOU have no financial obligations between them as it relates to any of the services provided under this MOU.

IN WITNESS WHEREOF, each party has entered this Memorandum of Understanding, effective as or the Date,

AGREED TO AND ACCEPTED AS STATED ABOVE:

University of Maryland Psychiatric Associates, P.A.

Nanle. Jill Rachbeisel, M.D. Title:
President

Kent County Detention Center

Warden H Dennis

Name:

Title: Warden Herbert Dennis

PrimeCare Medical, Inc.

Name: Derek G. Hughes

Title: VP, Business Development

Ronnie Fithian

Ronald H. Fithian, President.

Kent County Board of County Commissioners

GENERAL TERMS & CONDITIONS OF CONTRACT
BETWEEN KENT COUNTY BOARD OF COMMISSIONERS & UNIVERSITY OF MARYLAND PSYCHIATRIC ASSOCIATES, PA

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data

in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

infringement.

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The

Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

A. Defaulting in performance or is not complying with any provision of this contract;

B. Failing to make satisfactory progress in the prosecution of the contract; or

C. Endangering the performance of this contract.

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

Ronald H Fithian, President
Kent County Board of County Commissioners

11-14-23
Date

Jill Rachbeisel, M.D. President
University of Maryland Psychiatric Associates, P.A.

10/26/2023
Date

Herbert Dennis, Warden
Kent County Detention Center

10/19/23
Date

Herbert Dennis, Warden, and Steve Wallace, Captain, Kent County Detention Center
11/14/2023
County Commissioners Meeting

Item Summary:
Opioid Use Disorder Treatment Initiative

ATTACHMENTS:

Description

11.14.23 Memorandum of Understanding By and Between Maryland Treatment Centers and Kent County Commissioners for SUDMAT Telehealth Counseling Services for Kent County Detention Center Opioid Use Disorder Treatment Initiativ

11.14.23 General Terms and Conditions of Contract Exhibit A by and between Kent County and Maryland Treatment Centers

Memorandum of Understanding

Between Maryland Treatment Centers (MTC) and Kent County Board of County Commissioners for SUD/MAT telehealth counseling services for the Kent County Detention Center Opioid Use Disorder Treatment Initiative

Because Kent Co Detention Center (KCDC) committed to providing counseling as part of its Medication Assisted Treatment (MAT) for Opioid Use Disorder (OUD) program for its implementation of HB 116, and because Maryland Treatment Centers (MTC) has specialty expertise in SUD/OUD treatment, the parties agree as follows:

- MTC will provide substance use disorder (SUD) treatment, to include:
  - SUD assessment and treatment planning, in particular in relationship to medications for opioid use disorder (MOUD)
  - Individual SUD counseling, up to weekly as needed
  - Care navigation for re-entry treatment
  - Collaboration with UM MAT telehealth team (Dr Weintraub and colleagues)
  - Participation in weekly treatment team

- Services
  - Services will be provided through HIPAA-compliant video telehealth
  - Services will be provided by appropriately licensed/certified SUD counselor(s)
  - Oversight and supervision of services will be provided by a qualified certified SUD supervisor
  - Documentation will be provided on paper for the KCDC correctional health record
  - The parties will be considered Business Associates under HIPAA, and will sign a separate HIPAA Business Associates agreement

- Terms
  - MTC will provide counseling services coverage for up to 10 inmates, up to 11 hours per week
  - Services to be provided on a quarterly basis, commencing on _____, and renewing until cancelled
  - This supersedes the previous agreement dated 2/1/23
  - MTC will charge $10,000 per quarter ($3,333 per month; 25% increase over the previous agreement) for these services, and will invoice after the completion of each quarter
  - Either party may cancel this agreement with 60 days notice.

Agreed to:

Ronald H Fithian, President
Kent County Board of County Commissioners

11-14-23
Date

Marc Fishman, CEO
Maryland Treatment Centers

10-26-23
Date

Herbert Dennis, Warden
KCDC

10/26/23
Date

GENERAL TERMS & CONDITIONS OF CONTRACT
BETWEEN KENT COUNTY BOARD OF COMMISSIONERS & MARYLAND TREATMENT CENTERS

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data

in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

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

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and

F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

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

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

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

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

C. These General Terms and Conditions.

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

infringement.

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The

Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

A. Defaulting in performance or is not complying with any provision of this contract;

B. Failing to make satisfactory progress in the prosecution of the contract; or

C. Endangering the performance of this contract.

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

Ronald H Fithian, President
Kent County Board of County Commissioners

11-14-23
Date

Marc Fishman, CEO
Maryland Treatment Centers

10-25-23
Date

Herbert Dennis, Warden
Kent County Detention Center

10-26-2023
Date

Bill Mackey, Director, Planning, Housing, and Zoning
11/14/2023
County Commissioners Meeting

Item Summary:
This item is to schedule a Public Hearing for the Growth Allocation application for The Wharf at Handy's Point. The Growth Allocation application was presented before the Kent County Planning Commission on November 2, 2023, and it received a favorable recommendation by the Planning Commission.

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

ATTACHMENTS:

Description

Letter from the Planning Commission

November 2, 2023

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

RE: Growth Allocation application for The Wharf at Handy's Point

Dear President Fithian:

At its meeting on November 2, 2023, the Planning Commission reviewed an application by the Wharf at Handy's Point to request Growth Allocation to be designated as an Intense Development Area (IDA) for 26 areas of land area currently designated as Resource Conservation Area (RCA), requiring a double Growth Allocation of 56 acres. The Planning Commission also reviewed suggested findings submitted by the applicant for the County's consideration.

Following its discussion, the Planning Commission voted 6-0 to provide a favorable recommendation to the County Commissioners to grant a maximum of 52 acres of Growth Allocation to the Wharf at Handy's Point, based on its determination that the application is supported by specific objectives in the Comprehensive Plan, that a new septic system will support increased water quality by utilizing BAT (Best Available Technology), that additional mitigation is not needed, that the State has verified there are no federally or State listed plant or animals species, that the application is for an extension of an existing IDA and also related to the existing marina uses, that the suggested findings have been reviewed by the Planning Commission, that it is understood out-of-boat storage is planned and will be proposed on a site plan to be submitted in the future, and that the application is compliant with State Laws, COMAR, and Kent County's adopted Land Use Ordinance, which is outlined in the application and staff report.

Sincerely,

Kent County Planning Commission

Joe Hickman, Chairman

c: Shelley L. Heller, County Administrator

The Wharf at Handy's Point
11/14/2023
County Commissioners Meeting

Item Summary:
Public Hearing Notice

ATTACHMENTS:

Description

11.28.23 Advertisement for Public Hearing, Site Plan and Growth Allocation, The Wharf at Handy's Point

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

NOTICE OF PUBLIC HEARING
KENT COUNTY, MARYLAND

In accordance with the Kent County, Maryland adopted Growth Allocation Policy, the County Commissioners of Kent County, Maryland will hold a Public Hearing on **Tuesday, November 28, 2023, at 10:00 a.m**. in the County Commissioners' Hearing Room, located at the R. Clayton Mitchell, Jr., Kent County Government Center**, 400 High Street, Chestertown, Maryland** on:

A **proposed application** for Site Plan and Growth Allocation for **The Wharf at Handy's Point**, requesting 52 acres of allocation for the approximately 26 acres currently designated as Resource Conservation Area to be re-designated as Intensely Developed Area, which requires two rounds of growth allocations, in conjunction with a ministerial correction to indicate Marine zoning, as adopted in 2002, for a portion of Map 19, Parcel 102, which is located in the Third Election District and zoned "RCD" Resource Conservation District (DPHZ File #23-57).

If you require communication assistance, please contact the Commissioners' Office at (410) 778-4600 or visit Maryland Relay at www.mdrelay.org by November 22, 2023.

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

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 11/16/23

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
11/14/2023
County Commissioners Meeting

Item Summary:
License Update

ATTACHMENTS:

Description

11.14.23 KATE License Update, The White Swan Tavern

4905 White Swan Tavern License

Kent County MARYLAND

Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector
Date: November 14, 2023
Subject: License Update White Swan Investors, LLC t/a The White Swan Tavern

Memorandum

On August 29, 2023, the Board approved White Swan Investors, LLC trading as The White Swan Tavern for a Class B, Country Inn, Beer, Wine, and Liquor License, with contingencies. The business has corrected the issues reported by the Fire Marshal. Staff is pleased to report all contingencies have been met and License No. 4905 was issued on November 1, 2023.

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

№ 4905

STATE OF MARYLAND

ALCOHOLIC BEVERAGE LICENSE

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

CLASS A		CLASS B		CLASS C	
Beer, Wine, Liquor		Beer, Wine, Liquor		Beer, Wine, Liquor	
Beer and Wine		Beer and Wine		Corkage Privilege (CKP)	
Beer		Beer		**CLASS D**	
Wine		Bed and Breakfast (BWL)		Beer, Wine, Liquor	
Extended Privilege (EXPR)		Country Inn (BWL)	X	Beer	
BWLT-Tasting:		Brewery (B)		Brewery (B)	
Beer, Wine, Liquor		Wine Shop and Lounge (W)		Extended Privilege (EXPR)	
Beer and Wine		Caterer's Privilege (CP)		**THEATER VENUE**	
Beer		Corkage Privilege (CKP)		Beer, Wine, Liquor	
Wine		Extended Privilege (EXPR)			

****

This is to certify that: **Christian Havemeyer, Member**
Jameson Culp, Member
Karyn McAuliffe, Member

Corporate name: **White Swan Investors, LLC**

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

T/A: **The White Swan Tavern**
Located: **231 High Street**
Chestertown, MD 21620

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

This license continues in force, unless revoked or suspended, until the last day of the month, **April 2024**

Cost of license: **$275.00** Issued the 1st day of November, 2023 Registration No. **19400475**
Prorated 6 month: 45.83 per month

Patricia Merritt
Kent County Chief Finance Officer

Revised 11/21

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
11/14/2023
County Commissioners Meeting

Item Summary:
License Update

ATTACHMENTS:

Description

11.14.23 The White Swan Tavern, Revised Floor Plan

New Proposed Sketch

SKETCH OF LICENSED PREMISES

Please see attached floor plan and photos.

Alcoholic beverages will be stored in a locked cage in the office. (Photo attached).

Alcoholic beverages will be stored in a locked cage and small locked refrigerator in Rm 105 labelled on attached floor plan. (Photo attached).

Alcoholic beverages will be sewed on the counter area of Rm 105 and in the dining room, Rm 101.

A wine package may be available for purchase and made available to the guest upon arrival.

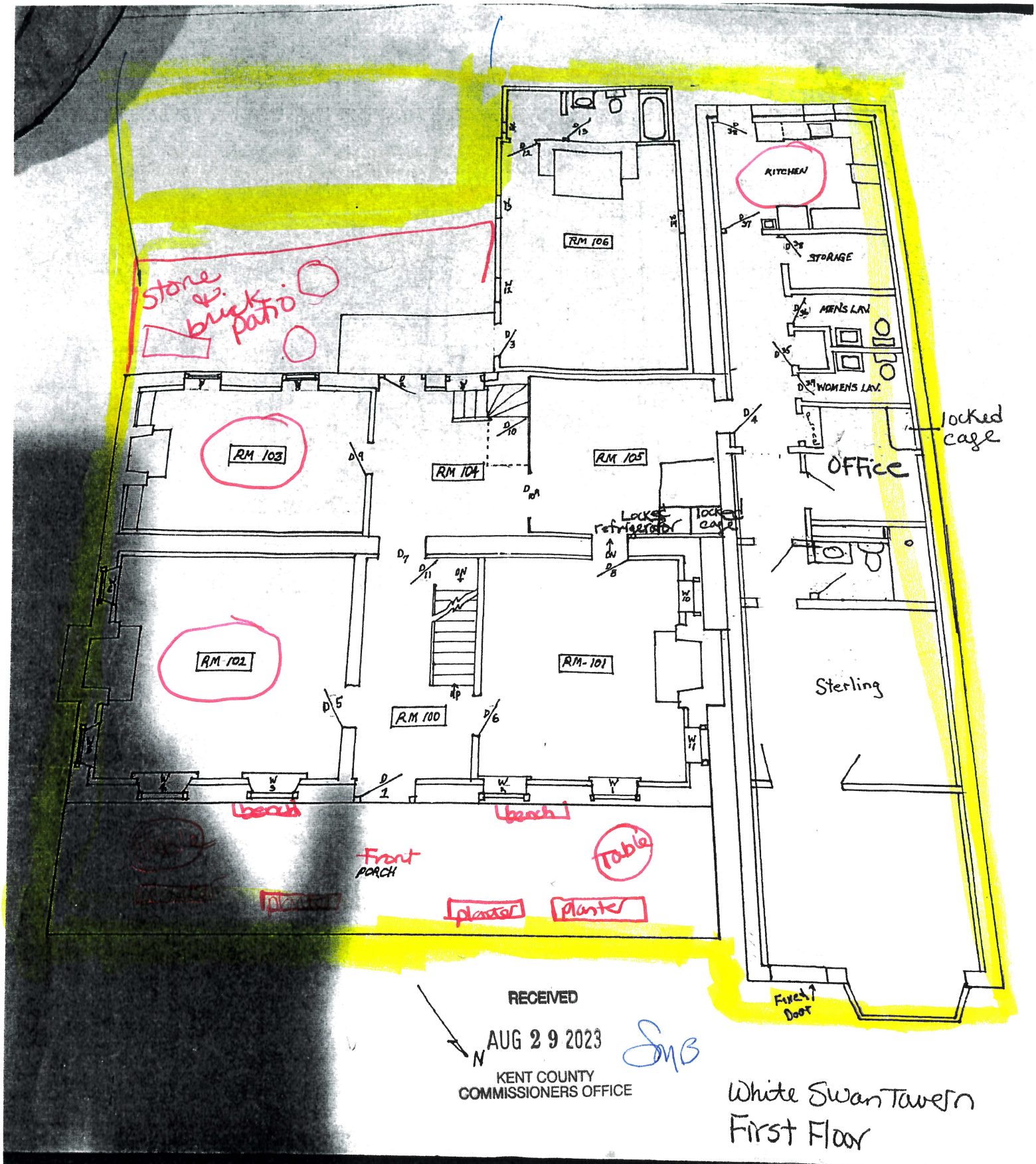
Revised 8/29/2023

Alcohol beverages may also be sewed in sitting rooms #102 and #103 and kitchen. Alcohol may also be sewed on front porch area 450 sq ft within planter area and back patio stone and brick area at tables.

RECEIVED
AUG 29 2023
KENT COUNTY
COMMISSIONERS OFFICE

Date 5/12/23

Licensee White Swan Investors, LLC
by: J. A McAfee, Manager
J. Stephen McAfee


RM 106
KITCHEN
STORAGE
MENS LAV.
WOMENS LAV.
locked cage
OFFICE
RM 103
RM 104
RM 105
Locked refrigerator
locked cage
RM 102
RM-101
RM 100
Sterling
Front PORCH
table
planter
planter
bench
bench
Fixed Door
stone & brick patio
RECEIVED
AUG 29 2023
KENT COUNTY
COMMISSIONERS OFFICE
N
White Swan Tavern
First Floor

Employment Contracts
11/14/2023
County Commissioners Meeting

Item Summary:
Senior Staff Employment Contract

ATTACHMENTS:
Description

Mike Moulds, Director, Public Works
11/14/2023
County Commissioners Meeting

Item Summary:
Requesting approval to piggyback the contract under competitively bid SHA MDOT Contract No. 477D21426 with Guardrails Etc. Inc. to provide guardrail installations and repairs at the following locations: Clark Rd and various other roads for repairs which will expire 06/30/24.

ATTACHMENTS:

Description

11.14.23 Contract No. 477D21426 By and between Guardrails, Etc., Inc., and Kent County Roads Division

CONTRACT

THIS CONTRACT, made this 14 day of November 2023, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Guardrails, Etc., Inc., hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to provide/install traffic barriers/guardrails to the Kent County Roads Division, in accordance with the MDOT State Highway Administration Contract 477D21426 for State of Maryland Contract.

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

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

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through June 30, 2024. This contract shall have no renewal options upon mutual agreement of the CONTRACTOR and OWNER and subject to available funding.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein an estimated Eighty Thousand dollars ($80,000) in conformity with Contract No.: 477D21426.

6. The contract documents include the following:
   a. MDOT State Highway Admin. Contract No. 477D21426
   b. Proposal Quote

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

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

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

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

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

WITNESS/ATTEST

Tonya L. Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: Ronnie Fulton
President of the Kent County Commissioners

GUARDRAIL, ETC., INC.

By: Marnie Hoffman

Marnie Hoffman, President
Title

52-1254815
Employer Identification Number

Attachment A

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Wes Moore
Governor

Aruna Miller
Lieutenant Governor

Paul J. Wiedefeld
Secretary

Tim Smith, P.E.
Administrator

APR 20 2023

Re: Contract No.: 477D21426
F. A. P. No.: STATE
Description: Install, Repair, or Replace Traffic Barrier at Various Locations in Caroline, Cecil, Kent, Queen Anne's, and Talbot Counties

Guardrails Etc., Inc.
4010 North Point Boulevard
Baltimore, Maryland 21222

Gentlemen / Ladies:

Reference is made to Specifications included in your bid. Please be advised that your bid of **$3,308,250.00** has been accepted and this letter is your "Notice of Award."

The contract documents will be forwarded to you in the near future by the Contract Award Division.

With the exception of maintenance contracts, please be advised that no work may commence prior to the submission and Engineer's approval of an Initial Project Schedule. If the contract requires a Critical Path Method (CPM) Schedule, refer to Section 109 in the 'Standard Specifications for Construction & Materials' for submission guidelines and deadlines. If no explicit payment provision is made for a schedule, an Initial Activities Chart is still required in accordance with the submission and deadline requirements of Section 110 in the 'Standard Specifications for Construction & Materials'.

We encourage you to elect to participate in the partnering agreement. You are likewise encouraged to familiarize your company to the Maryland Quality Initiative (MdQI) Awards of Excellence Program (www.MdQI.org). There are categories in the MdQI Awards Program expressly created to recognize Prime Contractor, Subcontractor and Disadvantaged Business Enterprise excellence. The Partnering Team is copied on this award letter and will be reaching out to you.

I hope you will read the information and consider active participation in both of these worthwhile programs. These programs were developed to encourage teamwork, improve quality and recognize outstanding performance.

Contract No.: 477D21426
F.A.P. No.: STATE

If there are any questions regarding this matter, please contact Mr. Eric Agyekum Amoako, Division Chief, Contract Award Division at (443) 572-5215.

Sincerely,

Stephen A. Bucy, P.E.
Director, Office of Construction

SAB:sat

Bid Tabulations for Proposal 477D21426

Bidders All | None	Bid Total	Deviation
GUARDRAILS ETC., INC.	$3,308,250.00	$0.00
LONG FENCE COMPANY, INC	$3,999,125.00	$690,875.00

Line	Item	Alt	Description	Bidder Data			
Section 0001: MAINTENANCE 100%							
1001	**100000-EA**		*. MOBILIZATION (PER WORK ORDER WHEN WORKING OUTSIDE D2) (DO NOT ALTER)*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	3.000 EA	$1,500.00	$4,500.00	$0.00
			LONG FENCE COMPANY, INC	3.000 EA	$1,500.00	$4,500.00	$0.00
6001	**600000-EA**		*. GALVANIZED HEIGHT TRANSITION SECTION (MASH)*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	1,000.000 EA	$1.00	$1,000.00	$0.00
			LONG FENCE COMPANY, INC	1,000.000 EA	$5.00	$5,000.00	$4,000.00
6002	**600000-EA**		*. TRAFFIC BARRIER W-BEAM ONE=SIDED END TREATMENT (TYPE C)*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	50.000 EA	$5,000.00	$250,000.00	$0.00
			LONG FENCE COMPANY, INC	50.000 EA	$3,900.00	$195,000.00	-$55,000.00
6003	**600000-EA**		*. TRAFFIC BARRIER W-BEAM ONE=SIDED END TREATMENT (TYPE C) SPARE PARTS PACKAGE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	500.000 EA	$550.00	$275,000.00	$0.00
			LONG FENCE COMPANY, INC	500.000 EA	$2,000.00	$1,000,000.00	$725,000.00
6004	**600000-EA**		*. TYPE E END TREATMENT REPAIR, EACH BAY, ANY TYPE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	60.000 EA	$3,000.00	$180,000.00	$0.00
			LONG FENCE COMPANY, INC	60.000 EA	$11,000.00	$660,000.00	$480,000.00
6005	**606010**		*TRAFFIC BARRIER W-BEAM ONE-SIDED FLARED END TREATMENT (TYPE B) SPARE PARTS PACKAGE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
			GUARDRAILS ETC., INC.	25.000 EA	$250.00	$6,250.00	$0.00
			LONG FENCE COMPANY, INC	25.000 EA	$500.00	$12,500.00	$6,250.00

6006	**606025**	*TRAFFIC BARRIER W-BEAM ONE-SIDED DOWNSTREAM END TREATMENT TYPE K*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$2,800.00	$70,000.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$500.00	$12,500.00	-$57,500.00
6007	**606040**	*TRAFFIC BARRIER TWO-SIDED END TREATMENT AND CRASH CUSHION TYPE D*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$12,000.00	$300,000.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$8,600.00	$215,000.00	-$85,000.00
6008	**606042**	*TRAFFIC BARRIER TWO-SIDED END TREATMENT AND CRASH CUSHION TYPE D SPARE PARTS PACKAGE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$12,000.00	$300,000.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$400.00	$10,000.00	-$290,000.00
6009	**660482**	*TRAFFIC BARRIER W BEAM USING 6 FOOT POST*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	5,000.000 LF	$35.00	$175,000.00	$0.00
		LONG FENCE COMPANY, INC	5,000.000 LF	$29.00	$145,000.00	-$30,000.00
6010	**660483**	*TRAFFIC BARRIER W BEAM 6 FOOT POST*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	1,000.000 EA	$5.00	$5,000.00	$0.00
		LONG FENCE COMPANY, INC	1,000.000 EA	$100.00	$100,000.00	$95,000.00
6011	**660650**	*TRAFFIC BARRIER W BEAM USING 8 FOOT POST*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	1,000.000 LF	$38.00	$38,000.00	$0.00
		LONG FENCE COMPANY, INC	1,000.000 LF	$35.00	$35,000.00	-$3,000.00
6012	**660651**	*TRAFFIC BARRIER W BEAM 8 FOOT POST*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	1,000.000 EA	$6.00	$6,000.00	$0.00
		LONG FENCE COMPANY, INC	1,000.000 EA	$140.00	$140,000.00	$134,000.00
6013	**660670**	*TRAFFIC BARRIER W BEAM PANEL*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	11,250.000 LF	$8.00	$90,000.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$9.50	$106,875.00	$16,875.00
6014	**660672**	*TRAFFIC BARRIER W BEAM PANEL REPLACEMENT*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	11,250.000 LF	$34.00	$382,500.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$20.00	$225,000.00	-$157,500.00
6015	**660782**	*TRAFFIC BARRIER W BEAM MEDIAN BARRIER*	**Quantity**	**Unit Price**	**Extension**	**Deviation**

		BEAM MEDIAN BARRIER				
		GUARDRAILS ETC., INC.	11,250.000 LF	$25.00	$281,250.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$40.00	$450,000.00	$168,750.00
6016	**661380**	*TRAFFIC BARRIER W BEAM ANCHORAGE AT STRUCTURE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$500.00	$12,500.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$400.00	$10,000.00	-$2,500.00
6017	**661387**	*TRAFFIC BARRIER W BEAM ANCHORAGE AT BRIDGE END POST OR CONCRETE TRAFFIC BARRIER SINGLE FACE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$1,000.00	$25,000.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$500.00	$12,500.00	-$12,500.00
6018	**661390**	*TRAFFIC BARRIER THRIE BEAM ANCHORAGE AT BRIDGE END POST*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$1,000.00	$25,000.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$500.00	$12,500.00	-$12,500.00
6019	**661555**	*PERMANENT CRASH CUSHION SAND FILLED PLASTIC BARRELS*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 BBL	$550.00	$13,750.00	$0.00
		LONG FENCE COMPANY, INC	25.000 BBL	$600.00	$15,000.00	$1,250.00
6020	**661565**	*REMOVE AND RESET TRAFFIC BARRIER END TREATMENT-ANY TYPE*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	25.000 EA	$50.00	$1,250.00	$0.00
		LONG FENCE COMPANY, INC	25.000 EA	$50.00	$1,250.00	$0.00
6021	**662135**	*TRAFFIC BARRIER W BEAM RADIUS PANEL*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	3,000.000 LF	$34.00	$102,000.00	$0.00
		LONG FENCE COMPANY, INC	3,000.000 LF	$21.00	$63,000.00	-$39,000.00
6022	**662182**	*REMOVE AND RESET EXISTING TRAFFIC BARRIER W BEAM*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	11,250.000 LF	$1.00	$11,250.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$1.00	$11,250.00	$0.00
6023	**662325**	*REMOVAL AND DISPOSAL OF EXISTING TRAFFIC BARRIER W BEAM*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	11,250.000 LF	$18.00	$202,500.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$10.00	$112,500.00	-$90,000.00
6024	**670205**	*RAIL RIDERS TRAFFIC BARRIER W BEAM REFLECTIVE DELINEATORS*	**Quantity**	**Unit Price**	**Extension**	**Deviation**

		GUARDRAILS ETC., INC.	500.000 EA	$10.00	$5,000.00	$0.00
		LONG FENCE COMPANY, INC	500.000 EA	$4.00	$2,000.00	-$3,000.00
6025	**670210**	*POST MOUNTED DELINEATOR*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	500.000 EA	$70.00	$35,000.00	$0.00
		LONG FENCE COMPANY, INC	500.000 EA	$145.00	$72,500.00	$37,500.00
6026	**699005**	*REALIGN EXISTING TRAFFIC BARRIER W BEAM*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	11,250.000 LF	$18.00	$202,500.00	$0.00
		LONG FENCE COMPANY, INC	11,250.000 LF	$5.00	$56,250.00	-$146,250.00
6027	**699010**	*TRAFFIC BARRIER POST OFFSET BLOCK*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	1,000.000 EA	$8.00	$8,000.00	$0.00
		LONG FENCE COMPANY, INC	1,000.000 EA	$14.00	$14,000.00	$6,000.00
9001	**900000-EA**	*. DOLLARS FOR MATERIALS/INCIDENTALS (DO NOT ALTER)*	**Quantity**	**Unit Price**	**Extension**	**Deviation**
		GUARDRAILS ETC., INC.	1.000 EA	$300,000.00	$300,000.00	$0.00
		LONG FENCE COMPANY, INC	1.000 EA	$300,000.00	$300,000.00	$0.00

©2023 Infotech®. All rights reserved.

infotech

Attachment B

GUARDRAILS, etc., Inc.

KENT COUNTY TO PIGGY BACK

Contract No.: 477D21426

DESCRIPTION: Guardrail Installation Various Roads

Our Job No.

Invoice No. 10303

Contractor: **Kent County Public Works**
Roads Department

709 Morgnec Road, Suite 103

Chestertown, MD 21620

P.O. #:

Vendor #: 5269

ESTIMATE

Date: 9/27/2023

LOCATION: CLARK ROAD

ITEM #	COST CODE	DESCRIPTION	UNIT QUANTITY	UM	UNIT PRICE	EXTENSION
6002	244	TYPE C TRAFFIC BARRIER END TREATMENT	3	EA	$5,000.00	$15,000.00
6009	200	TRAFFIC BARRIER W-BEAM USING 6 FOOT POST		LF	$35.00	$0.00
6010	222	TRAFFIC BARRIER W-BEAM 6 FOOT POST		EA	$5.00	$0.00
6011	133	TRAFFIC BARRIER W-BEAM USING 8 FOOT POST	739	LF	$38.00	$28,082.00
6014	240	TRAFFIC BARRIER W-BEAM PANEL REPLACEMENT		LF	$34.00	$0.00
6016	209	TRAFFIC BARRIER ANCHORAGE AT STRUCTURE		EA	$500.00	$0.00
6023	241	REMOVE & DISPOSE OF EXISTING TRAFFIC BARRIER W-BEAM	739	LF	$18.00	$13,302.00
EWO	332	TYPE L TRAFFIC BARRIER END TREATMENT	2	EA	$2,800.00	$5,600.00
					TOTAL	**$61,984.00**

The undersigned Contractor does certify it has made payments from proceeds of prior payments, to Labor and Material men/woman, including lessors of equipment, and subcontractors, all as required by Section 17-106 of the State Finance and Procurement Article of the Annotated Code of Maryland (1988 Edition) and that it shall make like and timely payments from the proceeds of this payment as statutorily so required.

4010 NORTH POINT BLVD. • BALTIMORE, MD 21222 • PHONE (410) 477-8300 • FAX (410) 477-1612
"EQUAL OPPORTUNITY EMPLOYER • CERTIFIED W.B.E. CONTRACTOR"

Anthony W, Bertino, Jr. President, Worcester County Government
11/14/2023
County Commissioners Meeting

Item Summary:
Increase County Room Tax Letter of Support

ATTACHMENTS:

Description

11.14.23 Anthony Bertino, President, Worchester County Government, Support for Enabling Legislation to Increase County Room Tax

10-26-23 Seeking Support for Enabling Legislation to Increase County Room Tax

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

November 14, 2023

The Honorable Anthony W. Bertino, Jr.
President, Worcester County Government
One West Market Street – Room 1103
Snow Hill, MD 21863-1195

RE: Support for Enabling Legislation to Increase County Room Tax

Dear President Bertino:

We, the County Commissioners of Kent County, Maryland, support Worchester County with the request for enabling legislation to increase county room tax for Eastern Shore Code Home Rule Counties. We appreciate the opportunity to lend our support to our fellow Eastern Shore Counties.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street, Chestertown, MD 21620 | (410) 778-4600 ext. 4 | kentcounty@kentgov.org | kentcounty.com/government

MARYLAND'S Coast
WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester

October 26, 2023

President J. Travis Breeding
Caroline County Commissioners
County Courthouse
109 Market Street, Room 123
Denton, MD 21629
info@carolinemd.org

President Ronald Fithian
Kent County Commissioners
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org

President Jim Moran
Queen Anne's County Commissioners
107 North Liberty Street
Centerville, MD 21617
qaccommissionersandadministrator@qac.org

RE: Seeking Support for Enabling Legislation to Increase County Room Tax

Dear Presidents Breeding, Fithian, and Moran:

The Worcester County Commissioners are seeking your support for enabling legislation from the Maryland Legislature that would grant Eastern Shore Code Home Rule Counties the authority to increase the hotel room tax from five percent to a maximum of six percent. As background, in January 2022 we endorsed a request from the Ocean City Mayor and Council for this legislation, which would allow the town to cover future tourism-related expenses.

As you know, hotel room tax revenues provide a dedicated source to fund tourism and tourism-related activities, and the return for each dollar invested in tourism marketing generates $31 in visitor spending, making the authority to increase hotel room tax by up to an additional one percent mutually beneficial to each of our Eastern Shore Code Home Rule Counties, as we promote tourism-related activities that attract residents and visitors alike to live, play, and explore our Eastern Shore communities.

Thank you in advance for your consideration and support of our request. We are available to meet with you at a mutually beneficial time if you have any questions or concerns and would appreciate your response by November 30, 2023.

Sincerely,

Anthony W. Bertino, Jr.
President

CC: Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles Otto
Paul Ellington

2024 MACo Legislative Committee Nominations
11/14/2023
County Commissioners Meeting

Item Summary:
2024 MACo Legislative Committee Nominations

ATTACHMENTS:

Description

Memo- Legislative Committee 2024 Nominees

Legislative Committee Nomination Form - 2024 Fillable

LC - Rules and Procedures

MARYLAND Association of COUNTIES

TO: County Chief Administrative Officers

FROM: Michael Sanderson, Executive Director, MACo

DATE: October 30, 2023

SUBJECT: 2024 Legislative Committee Nominations – Member and Alternate

The work of the Maryland Association of Counties (MACo) Legislative Committee is regarded as one of the organization's most important and challenging functions. Local elected officials serve as members of this body to set legislative direction, advocate, and communicate on behalf of MACo before the Administration and the General Assembly.

MACo's Legislative Committee meets weekly during the General Assembly Session to determine the Association's positions on policy matters. Committee members are also responsible for contacting state legislators at critical points during Session to encourage their local elected colleagues to support county priorities in pending legislation.

As we are nearing December and the start of the 2024 General Assembly Session, we would request that you recommend a nominee and alternate to serve on the Legislative Committee. Again, involvement on the Legislative Committee is critical as MACo strives to protect county resources and further a positive Annapolis presence.

Except in special circumstances arising in charter counties with a separate executive branch, MACo's Legislative Committee is composed of one member from each member subdivision. MACo's By-Laws require each subdivision (the 23 counties and Baltimore City) to nominate an elected official for Committee membership. These nominees are officially "elected" during the Association's Annual Business Meeting, during MACo's Winter Conference at the Hyatt Regency Chesapeake Bay Hotel Cambridge, MD on **Thursday, December 7, 2023.**

To promote full Legislative Committee representation, the By-Laws also provide for the appointment of an alternative member who may cast the subdivision's vote if the subdivision's regular member is absent. Alternate members may participate in Committee deliberations and are urged to attend meetings. Alternate members need not be elected officials.

A charter county with a separate executive branch may have two members and alternates if the Executive and Council each choose to send their own representative. However, the subdivision still has only one vote with both representatives putting forth one-half of a vote.

The Legislative Committee generally meets weekly beginning approximately the third week of January until the first or second week of March during the regular General Assembly Session to determine MACo positions on pending county-relevant legislation. During the interim, the Committee meets twice to formulate Association legislative initiatives and to remain current on pending issues.

All meetings of the Committee will be announced in advance. Members and alternates will receive reminders and updates by email. We will provide a full schedule of meetings as it gets closer to the opening of the 2024 General Assembly Session, but prospective committee members should plan on 10:00 am – 12:00 noon weekly on Wednesdays, January 17 – March 20, 2024.

To submit your committee member and alternate, please complete the attached nomination form and return it to Amanda at agrosskrueger@mdcounties.org by **Thursday, November 30, 2023**. The form lists your jurisdiction's 2023 Legislative Committee Member and Alternate for informational purposes. There is no requirement to change your member and alternate each year – you can choose to keep the same individuals as your representatives but must note that on the form.

Please contact Michael Sanderson, Executive Director, at 410.269.0043 should you have any questions regarding this process.

Thank you for your cooperation.

CC: County Legislative Staffers
County Elected Officials Staff

MARYLAND Association of COUNTIES

Person Completing Form: _____
County: _____

PLEASE EMAIL THE COMPLETED FORM TO agrosskrueger@mdcounties.org
BY Thursday, NOVEMBER 30, 2023

2024 MACo LEGISLATIVE COMMITTEE NOMINATION FORM

SUBDIVISION	2023 MEMBER	2023 ALTERNATE	PROPOSED 2024 MEMBER *(fill in for your county)*	PROPOSED 2024 ALTERNATE *(fill in your county)*
ALLEGANY	William R. Atkinson	David J. Caporale		
ANNE ARUNDEL	Steuart Pittman Allison Pickard	Peter Baron Julie Hummer		
BALTIMORE CITY	Brandon M. Scott Sharon Green Middleton	Nina Themelis Odette Ramos		
BALTIMORE COUNTY	John Olszewski, Jr. Izzy Patoka	Jennifer Aiosa Julian E. Jones, Jr.		
CALVERT	Catherine Grasso	Earl Hance		
CAROLINE	Larry C. Porter	Kaleigh Leager		
CARROLL	Ed Rothstein	Kenneth Kiler		
CECIL	Danielle Hornberger Jackie Gregory	Steven Overbay Rebecca Hamilton		
CHARLES	Reuben Collins	Gilbert Bowling		
DORCHESTER	Lenny Pfeffer	Mike Detmer		
FREDERICK	Jessica Fitzwater MC Keegan-Ayer	Victoria Venable Kavonte Duckett		
GARRETT	Paul Edwards	Kevin Null		
HARFORD	Bob Cassilly Aaron Penman	Genavieve Foley Jessica Blake		
HOWARD	Calvin Ball Deb Jung	Maureen Evans Arthurs David Yungmann		
KENT	Ronald H. Fithian	John F. Price		
MONTGOMERY	Marc Elrich Andrew Friedson	Rich Madaleno Laurie-Anne Sayles		
PRINCE GEORGE'S	Angela Alsobrooks Krystal Oriadha	Ron Young Wanika Fisher		
QUEEN ANNE'S	Jack Wilson	Chris Corchiarino		
ST. MARY'S	James Guy	Michael Hewitt		
SOMERSET	Craig N. Mathies, Sr.	Ralph D. Taylor		
TALBOT	Keasha Haythe	Lynn Mielke		
WASHINGTON	John F. Barr	Jeffrey A. Cline		
WICOMICO	Julie Giordano John Cannon	Bunky Luffman Jeff Merritt		
WORCESTER	Chip Bertino	Jim Bunting		

RULES AND PROCEDURES
OF THE
LEGISLATIVE COMMITTEE
OF THE
MARYLAND ASSOCIATION OF COUNTIES

A. Proceedings - General

1. Unless otherwise announced all meetings of the Legislative Committee shall begin at 10:30 a.m..
2. The Legislative Committee shall meet monthly and at such other times and with such frequency as may be determined by the Chairperson.
3. Proceedings shall be governed by Roberts Rules of Order.
4. Action by the Legislative Committee will require a quorum which shall be the presence of voting members from at least 13 member jurisdictions.
5. Except as provided elsewhere, action requires an affirmative vote of a majority present at the meeting.
6. A reconsideration of an action taken at a prior meeting requires the affirmative vote of at least three-quarters of the votes present at the meeting.
7. Except upon the specific approval of the Chairperson$_1$ no other agenda item shall be considered until the Legislative Committee has completed consideration of all bills on the days agenda.
8. Only members of the Legislative Committee and alternates shall be seated at the table.

B. Proceedings - Voting (See MACo Constitution, Article VII)

1. Each member subdivision shall have one voting member.
2. For a subdivision which has an executive-council form of government and which cannot agree on a single voting member, the executive and council may each designate a voting member. In such circumstances, the designated voting members shall each have a half vote.
3. A designated alternate member may vote only when the regular member from the jurisdiction is not present.
4. A roll call vote shall be taken at the request of three legislative committee members or alternates or at the discretion of the chairperson.
5. Upon a motion that is seconded by at least two other counties, the vote necessary for the Legislative Committee to take a position on a matter, other than a matter of procedure and other than a motion to take no position on an issue, shall be the affirmative vote of 3/5 of the counties present. The motion shall be made before the vote on the matter.
6. It is the policy of the association that persons shall be advised only of the position of the legislative committee on a specific issue and not of the vote on that issue.

C. Procedures - Identification of Bills for Consideration

1. MACo staff will review all introduced bills to identify bills that, if adopted, would have an impact on the membership (impact bills).
2. Impact bills will be listed in the Courthouse News that is issued immediately before the Legislative Committee meeting at which the bills may be considered.
3. Impact bills will be reviewed to determine which have a good or reasonable chance of passage (action bills).
4. Action Bills will be thoroughly analyzed by staff and will be listed in the Legislative Committee agenda distributed immediately before the Legislative Committee meeting at which the bills will be considered.

D. Proceedings - Bill Consideration

1. Staff will make presentations on action bills to the Legislative Committee or, as appropriate, to a standing subcommittee of the Legislative Committee.
2. Any member of the Legislative Committee may move that a bill other than an action bill be considered. The bill will be placed on the legislative committee agenda for consideration upon an affirmative vote of a majority of those members present.
3. A member may move to oppose, support, support with amendments, or take no position on a specific bill subject to consideration.
4. Action bills reviewed by a standing subcommittee which fall within existing policy guidelines or which have been the subject of prior Legislative Committee consideration may be presented to the Legislative Committee as an aggregate for action by consent. Bills proposed for action by consent shall be briefly described to the Legislative Committee by staff or a member of the subcommittee. A member may move that a bill proposed for action by consent be considered individually.
5. Should action be required on a bill or proposed amendment to a bill before consideration by the Legislative Committee is feasible, appropriate action will be determined by the MACo President and Legislative Committee Chairperson, or, if that is not possible, by the Legislative Committee Chairperson or, if that is not possible, by the Executive Director. The determination of appropriate action shall be based upon an assessment of what the legislative committee action on the issue would be. The action shall be reported to the Legislative Committee at its next meeting and shall be considered as having been taken by the legislative committee at that meeting.

E. Staff Responsibilities/Guidance

1. In the absence of specific direction from the Legislative Committee Chairperson, the Executive Director will determine whether there will be written or oral testimony, or both, on a bill and whether to request testimony from elected officials.
2. The rationale for the position to be presented by staff shall be determined by referring to the debate before the Legislative Committee. When necessary, further direction may be obtained from the Legislative Committee Chairperson

F. Procedures - Determination of Policy

1. The legislative policy of the Legislative Committee shall be considered and enacted during the interim.
2. There shall be two types of legislative policy, position policy and consideration policy.
3. Position policy shall provide guidance for Legislative Committee or subcommittee action on recurring issues.
4. Consideration policy shall provide guidance for identifying issues or bills which should, or should not be, subject to Legislative Committee consideration.
5. The Legislative Committee Chairperson may appoint a subcommittee to make recommendations regarding proposed policy to the Legislative Committee.

G. Procedures - Establishment of Legislative Initiatives

1. At the first meeting of the Legislative Committee after the conclusion of the regular General Assembly session, the process for establishing the legislative initiatives for the next regular session shall be initiated.
2. The Executive Director and each member jurisdiction, affiliate, and standing subcommittee shall be requested to provide suggestions for proposed legislative initiatives.
3. Legislative initiatives shall be adopted at or before the October meeting of the Legislative Committee except that during the year of a Gubernatorial election, and at the discretion of the president or Chairperson, the adoption of Legislative initiatives may be deferred until after the October meeting.
4. The Legislative Committee Chairperson may appoint a subcommittee to make recommendations regarding proposed legislative initiatives to the Legislative Committee.
5. Except with the specific approval of the officers of the Association, the Legislative Committee shall adopt no more than 4 proposed legislative initiatives.

H. Subcommittees

1. The Legislative Committee shall have two standing subcommittees which shall be the Tax Subcommittee and the Education Subcommittee.
2. The Tax Subcommittee[1]s jurisdiction shall be limited to issues relating to taxes and revenues.
3. The Education Subcommittee[1]s jurisdiction shall be limited to issues relating to education policy.
4. The MACo President, in consultation with the Chairperson of the Legislative Committee, shall appoint the subcommittee chairperson, vice chairperson, and members. No subcommittee shall have more than 15 voting members.
5. The standing subcommittees shall meet at such times as are deemed appropriate and necessary by their chairperson.
6. A subcommittee may review bills within its jurisdiction and make recommendations regarding action bills to the Legislative Committee.
7. The Legislative Committee Chairperson may appoint an ad hoc subcommittee to consider specific issues or any other proposal.
8. During the interim the standing subcommittees shall be requested and given the opportunity to make presentations regarding issues and policy considerations within their jurisdiction.

I. Affiliates

1. The Legislative Committee Chairperson or the Executive Director may request that an affiliate provide comment on action bills within the affiliate's area of expertise.
2. During the interim each affiliate shall be requested and given the opportunity to make presentations on issues and policy considerations within their areas of expertise.
3. When deemed appropriate, the Legislative Committee Chairperson or Executive Director may request that an affiliate present testimony before the General Assembly on an issue within the affiliate's area of expertise.

Approved 12/3/92
Amended 3/24/93 (Add Section B5; Change Section B5 to Section B6)
Amended 8/21/93 (Change Section B5)
Amended 11/4/93 (Change Section G.3.)

Joyce Price Morales, Chair, Town of Millington Planning Commission
11/14/2023
County Commissioners Meeting

Item Summary:
Proposed Millington Crossing Project

ATTACHMENTS:

Description

10.27.23 Town of Millington Letter to Planning Commission Re General Discussion of proposed Draft Mixed-USe Process

TOWN OF MILLINGTON
PLANNING COMMISSION

P O Box 330
402 Cypress Street
Millington, MD 21651

Joyce Morales, Chair
Moe Morton
Patty Cartagena-Santiago
Rita Jackson
Rahul "Rocky" Datta

Phone: 410-928-3880
Fax: 410-928-5764

RECEIVED
NOV 03 2023
By JLT

October 27, 2023

Kent County Planning Commission
Dept of Planning, Housing, & Zoning
400 High Street, 1st Floor
Chestertown, MD 21620

Re: General Discussion of proposed Draft Mixed-Use Process

Dear Chair Hickman:

The Millington Planning Commission reviewed and discussed the proposed Mixed-Use Process drafted by Planner Peter Johnston. This process is a way for the Town and the County to work together to achieve the best possible development and future annexation of the proposed Millington Crossing project. The Millington Planning Commission is supportive of the draft joint Town-County review process.

We agree to the first two concepts proposed in your letter dated October 5, 2023; " (1) evening meetings held within the Town of Millington, and (2) each Commission would send one or more representatives to the other Commission's meetings". Regarding the third concept; "while projects are still under Kent County's jurisdiction, final approvals would be by Kent County's Planning Commission with careful consideration of the input by the Millington Planning Commission during the joint review process"; we would agree to the concept with a slight change, "final approvals would be by Kent County's Planning Commission with a favorable recommendation by the Millington Planning Commission as a conditional approval during the joint review process."

Thank you for your consideration and agreement to working with the Town of Millington's Planning Commission in this exciting future endeavor.

Sincerely,

Joyce A Morales:A01098000000015CD100926200015386

Digitally signed by Joyce A Morales:A01098000000015CD100926200015386
DN: c=US, o=U.S. Government, ou=ECA, ou=IdenTrust, ou=SUMMIT AVIATION INC, cn=Joyce A Morales:A01098000000015CD100926200015386
Date: 2023.10.31 09:37:17 -04'00'

Joyce Price Morales
Chair

CC: Millington Town Council
Kent County Administrator
Kent County Commissioners

Procedures For Public Comment
11/14/2023
County Commissioners Meeting

ATTACHMENTS:

Description

11.14.23 Public Comments

Press and Public Comments

PUBLIC COMMENTS
SIGN IN SHEET
November 14, 2023

NAME (please print)	ADDRESS	TOPIC
Mike WAAL	Citizen	FERGUSON/JONES INVITE RESPONSE? RE: KIRKLAND/BLUEPRINT
Barb Rhodes	162 Johns Chance Ln	Unemployment + Funding Issues

Press and Public Comments

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

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

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

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

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

Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce
11/14/2023
County Commissioners Meeting

Item Summary:
Reallocation of Maryland State Ceiling

ATTACHMENTS:

Description

09.29.23 Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce

DocuSign Envelope ID: 76B4C736-5DD3-4686-8287-8DFC1EC4788F

RECEIVED
OCT 10 2023
By

Maryland
DEPARTMENT OF COMMERCE

Wes Moore | Governor
Aruna Miller | Lt. Governor
Kevin A. Anderson | Secretary of Commerce
Signe Pringle | Deputy Secretary of Commerce

September 29, 2023

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

SUBJECT: Re-allocation of Maryland State Ceiling

Dear Commissioner Fithian:

Effective January 1st of each year the Department of Commerce (the "Department") notifies each jurisdiction of their share of the Private Activity Bond allocation pursuant to Section 13-805 of the Financial Institutions Article of the Annotated Code of Maryland. On October 1st, all unused allocation reverts back to the Department where it is pooled in the Secretary's Reserve and available for re-allocation until the December 31st expiration.

Based upon issuance reports to the Department, the remaining unused amount of the Maryland State Ceiling for Private Activity Bonds in 2023 reverting to the Secretary's Reserve is $296,381,280. Additionally, unused housing allocation transferred to the Community Development Administration (the "CDA") is $429,571,920. See the attached exhibit A.

Requests for re-allocation from the Secretary's Reserve should be submitted to the Department and for housing to the CDA in accordance with Section 13-801 et. seq. of the Financial Institutions Article of the Annotated Code.

Should you have questions regarding the allocation, please contact Rahel Kidane at 410-767-6357 or by e-mail at rahel.kidane@maryland.gov.

Sincerely,

DocuSigned by:
Andy Fish
A58B3019AE77478...

Andy Fish
Senior Director, Office of Finance Programs

Enclosure
cc: Jamie Williams, CEcd, Economic Development Coordinator,
Kent County Government

EXHIBIT A

Maryland Department of Commerce

Private Activity Bond Maryland State Ceiling Allocations*

Re-allocation of Maryland State Ceiling Allocations - October 1, 2023

2023 Maryland State Ceiling January 1, 2023			**$740,953,200.00**
Initial Allocations January 1, 2023 through September 30, 2023			
County Allocations			
Housing Bonds	$ 259,333,620.00		
Non-Housing Bon	$ 88,914,384.00		
Bonus Non-Housi	$ 22,228,596.00	$	370,476,600.00
Municipal Bonds		$	18,523,830.00
Community Development Administration (CDA) Bonds		$	185,238,300.00
Secretary's Reserve		$	166,714,470.00
2021 Initial Allocation Total		**$**	**740,953,200.00**
Private Activity Bonds Issued January 1, 2023 through September 30, 2023			
County Housing Bonds issued in 2023 against 2023 Allocation		$	15,000,000.00
Total		**$**	**15,000,000.00**

Unused Bond Allocation Transfers*

Unused Housing Bonds		
Transfer to CDA October 1, 2023		
Unused County Housing Bonds	$	244,333,620.00
Unused CDA Bonds	$	185,238,300.00
Total Transferred to CDA Allocation	**$**	**429,571,920.00**
Other Unused Bonds		
Transfer to Secretary's Reserve October 1, 2023		
Unused County Non-Housing Bonds	$	111,142,980.00
Unused Municipal Bonds	$	18,523,830.00
Unused Secretary's Reserve	$	166,714,470.00
Total Transferred to Secretary's Reserve	$	**296,381,280.00**

Note:

Secretary's Reserve Allocation Carryover from 2020 for the benefit of Clean Bay Renewables/Solid Waste Disposal $100,000 is expiring on 12/31/2023.

* Terms and calculations per the Maryland Financial Institutions Article Sections 13-801 through 13-807 (Bond Allocation Authority)

American Rescue Plan Act (ARPA) Funds Spend Plan
11/14/2023
County Commissioners Meeting

ATTACHMENTS:

Description

10-31-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/31/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		*Deferred*			
Kennedyville Pump Station #2 Construction		*Deferred*			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	*40,000.00*			
Worton WWTP Solids Press Replacement Construction Management		*20,000.00*			
Worton WWTP Solids Press Replacement		*250,000.00*			
Total Amount of Funds Committed		$ 3,421,697		$ 3,111,697	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ 345,080		$ 655,080	

Contingency and Use of Fund Balance Report
11/14/2023
County Commissioners Meeting

ATTACHMENTS:

Description

10-31-2023 Commissioner Report Contingency

FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
October 31, 2023

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/25/23	Buildings and Grounds-Government Center I	$ 53,522	Cornice and fascia repair to the Kent County Government Center Building (400 High Street)
7/25/23	Buildings and Grounds-Courthouse	23,945	Replacement of (2) Packaged Terminal Air Conditioner Units within Jury Assignment Office
8/8/23	Office of Finance	10,320	Lease Query subscription for GASB 87 and GASB 96 reporting
8/22/23	Water & Wastewater Fund	10,200	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole
10/31/23	Buildings and Grounds - EMS Lynch Station	10,400	Building repairs at EMS Lynch Station
10/31/23	Capital Projects Fund - Detention Center	32,967	Regional Detention Center - Part I & Part 2 programing study - letter of intent
		-	
		-	
		-

Mike Moulds, Director, Public Works
11/14/2023
County Commissioners Meeting

Item Summary:
Environmental Operations Division
Legal
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice

ATTACHMENTS:

Description

Jim Miller, Director, Human Resources
11/14/2023
County Commissioners Meeting

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

ATTACHMENTS:

Description

Jim Miller, Director, Human Resources
11/14/2023
County Commissioners Meeting

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

ATTACHMENTS:

Description