

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

August 23, 2022

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

Meeting Announcements

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

Public Notices

Alcoholic Beverage Hearing

Pip's Bar and Discount Liquors Inc. trading as Pip's Discount Liquors Application for
Transfer of Location

Code Home Rule Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village
District

Adoption Notice

Code Home Rule Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar
Arrays

Adoption Notice

Consent Items

#1 - Regular Session Minutes, August 9, 2022

#2 - Liquor Minutes, August 9, 2022

#3 - 2021 Planning Commission Annual Report

#4 - FY2023 Critical Area Grant Contract Agreement

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

Request to Release Letters of Credit

#6 - Mike Moulds, Director, Public Works

Request to Release Letter of Credit

#7 - Marty Holden, Division Chief, Environmental Operations

Citizen Scrap Tire Drop-off Day Intergovernmental Agreement

#8 - Tolchester Community Association, Inc., Raffle Only, August 27, 2022

#9 - Democratic Club of Kent County, Raffle Only, September 15, 2022

Special Class C Licenses

Tolchester Community Association, Inc., Beer and Wine Only, August 27, 2022

Main Street Historic Chestertown, Beer and Wine Only, September 2, 2022

Main Street Historic Chestertown, Beer and Wine Only, October 1-2, 2022

County Attorney

Thomas N. Yeager, County Attorney
Cacaway Shared Sanitary Facility
Thomas N. Yeager, County Attorney
Administrative Hearing Protocol

Administrative Hearings

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Roopa Dusia, President, Siddhivinayak, Inc. trading as Galena Liquors
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Rumit H. Dusia, President, Huriom Petroleum Corporation, Inc. trading as Galena Mini Mart

Appointments

Rosemary Ramsey Granillo, Director, Kent County Local Management Board
Washington College Freshman Orientation
Cindy Moore and Valerie Mason, Kent Ag Center
Request for Support

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning
Revised Annexation Proposal, 172 Sassafras Street, Millington, MD 21651
Jamie Williams, Director, Economic and Tourism Development
Chestertown hotDesks Agreements and Update
Jamie Williams, Director, Economic and Tourism Development
Rural Maryland Economic Development Fund

- Letter of Support for Kent County Projects
- Resolution to Support Upper Shore Regional Council \$10 Million

List of Projects
Jamie Williams, Director, Economic and Tourism Development
Worton Track Safety Project Funding Agreement

Human Resources Director

Detention Center
Correctional Officer Vacancies
Emergency Services - Paramedic
Full-Time Paramedic Vacancy
Public Works - Environmental Operations
Part-Time Recycling Attendant Vacancy
Public Works - Environmental Operations
Part-Time Recycling Attendant Vacancy
Public Works - Water and Wastewater Division
Utilities Technician Vacancy

Public Works Director

Roads Division

Gradall Excavator Purchase

Roads Division

Replacement Dump Truck Purchase

Roads Division

Guardrails Etc. Inc. Contract Renewal

County Administrator

Kent County Sheriff's Office

Equitable Sharing Agreement and Certification

Request for Waiver of Water and Sewer Late Fees

Kyle O'Donnell, District Financial Officer, District 2, State Highway Administration

Barbara Jorgenson, Board President, Historical Society of Kent County

Letter of Support

John Schratwieser, Director, Kent Cultural Alliance

Letter of Thanks

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/Kate Manager

Special Class "C" Per Diem License Issued

Sondra M. Blackiston, Clerk/Kate Manager

Special Class "C" Per Diem License Issued

Sondra M. Blackiston, Clerk/Kate Manager

Special Class "C" Per Diem License Issued

Sondra M. Blackiston, Clerk/Kate Manager

Special Class "C" Per Diem License Issued

Letters for Signature

Citizen Interest Forms

Police Accountability Board

Glencoe Road, Kennedyville

Response Letter

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Simon Kenyon, President, Friends of Eastern Neck

Letter of Thanks

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
8/23/2022
County Commissioners Meeting**



Alcoholic Beverage Hearing 8/23/2022 County Commissioners Meeting

Item Summary:

Pip's Bar and Discount Liquors Inc. trading as Pip's Discount Liquors Application for Transfer of Location

ATTACHMENTS:

Description

09.06.22 Pip's Bar and Discount Liquors, Inc. trading as Pip's Discount Liquors Hearing Notice



Board of License Commissioners

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member

NOTICE

Application has been made by: Fortunato P. Cristiano, President, and Robert T. Connell, Vice-President, representing Pip's Bar & Discount Liquors Inc., for a transfer of a Class A, Beer, Wine, and Liquor License with BWLT (tasting) and EXPR (delivery) on the premises known as:

Pip's Discount Liquors
861 Washington Avenue
Chestertown, MD 21620

(current address: 2 Washington Square, Chestertown) which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for off-premises consumption. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on September 06, 2022, at 6:00 p.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

PUBLISH KCN 08/18/22, 08/25/22



**Code Home Rule Bill No. 6-2022 Septic Tank Maintenance and
Excavation in the Village District
8/23/2022
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village District Adoption Notice

CHR Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village District Legislation



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village District

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by revising Article V., *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Septic tank maintenance and excavation;" by revising Article VII., *Special Exceptions*, Section 6. *Procedures*, by adding the special exception as a new number 39.5 to the un-numbered sub-section that lists those uses requiring review by the Planning Commission prior to review by the Board of Appeals; by revising Article VII., *Special Exceptions*, Section 7. *Special Exceptions*, by creating a new sub-section 54.5 to provide for conditions for the special exception; and by clarifying the existing uses listed in the Land Use Ordinance by adding "and excavation" after "maintenance" in three places: Article V., *District Regulations*, Section 7. *Village District*, 7.2 *Permitted Principal Uses and Structures*, #27; Section 8. *Intense Village*, Section 8.2 *Permitted Principal Uses and Structures*, #10, and Section 9., *Intense Village Critical Area*, Section 9.2 *Permitted Principal Uses and Structures*, #13; and presented in the order that such provisions appear in the Land Use Ordinance.

This legislation was adopted on August 2, 2022, without amendments; and the provisions of this Act shall take effect on August 12, 2022. This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk

PUBLISH: KCN 08/18/22, 08/25/22, 09/01/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

June 21, 2022
Legislative Session Day

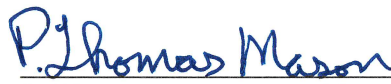
Legislative Session Day
June 21, 2022

CODE HOME RULE
BILL NO. 6-2022

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by revising Article V., *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Septic tank maintenance and excavation;" by revising Article VII., *Special Exceptions*, Section 6. *Procedures*, by adding the special exception as a new number 39.5 to the un-numbered sub-section that lists those uses requiring review by the Planning Commission prior to review by the Board of Appeals; by revising Article VII., *Special Exceptions*, Section 7. *Special Exceptions*, by creating a new sub-section 54.5 to provide for conditions for the special exception; and by clarifying the existing uses listed in the Land Use Ordinance by adding "and excavation" after "maintenance" in three places: Article V., *District Regulations*, Section 7. *Village District*, 7.2 *Permitted Principal Uses and Structures*, #27; Section 8. *Intense Village*, Section 8.2 *Permitted Principal Uses and Structures*, #10, and Section 9., *Intense Village Critical Area*, Section 9.2 *Permitted Principal Uses and Structures*, #13; and presented in the order that such provisions appear in the Land Use Ordinance.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


P. Thomas Mason, President

INTRODUCED, read the first time, June 21, 2022, ordered posted and public hearing scheduled July 19, 2022, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on July 19, 2022. Reported favorably without amendments; read a second time and ordered to be considered on August 2, 2022, a legislative session day.

BILL No. 6-2022

RECEIVED
CLERK. CIRCUIT COURT
2022 AUG 17 A 10:09
KENT COUNTY

A BILL ENTITLED CHR 6-2022
SEPTIC TANK MAINTENANCE AND EXCAVATION IN THE VILLAGE DISTRICT

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

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 7. VILLAGE DISTRICT

...

7.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

26. Data processing centers, subject to *site plan* review.
27. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to *site plan* review

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 7. VILLAGE DISTRICT

...

7.3 SPECIAL EXCEPTIONS

...

13. *Wind energy systems, small.*
- 14. SEPTIC TANK MAINTENANCE AND EXCAVATION, SUBJECT TO SITE PLAN REVIEW**

BILL NO. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 8. INTENSE VILLAGE

...

8.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

9. Fire and rescue stations, subject to *site plan* review.
10. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to site plan review

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 8. INTENSE VILLAGE CRITICAL AREA

...

9.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

12. Funeral homes, subject to *site plan* review
13. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to *site plan* review

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 6. PROCEDURES

...

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

...

39. Seafood processing

39.5 SEPTIC TANK MAINTENANCE AND EXCAVATION

40. *Sewage sludge land application*

...

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 7. SPECIAL EXCEPTIONS

...

54. Seafood processing, including wholesale and retail sales in M provided:

...

54.5 SEPTIC TANK MAINTENANCE AND EXCAVATION IN V PROVIDED:

- a. BUILDINGS ASSOCIATED WITH THE USE ARE NOT VISUALLY INTRUSIVE OR INAPPROPRIATE TO THE SETTING.**
- b. NEW BUILDINGS AND EXPANSIONS SHALL BE DESIGNED IN KEEPING WITH OR TO ENHANCE THE CHARACTER OF OTHER BUILDINGS ON THE PROPERTY OR ADJACENT TO THE PROPERTY.**

BILL NO. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

- c. **ALL VEHICLES AND EQUIPMENT ASSOCIATED WITH THE BUSINESS MUST BE KEPT WITHIN A BUILDING OR SCREENED FROM THE VIEW OF PUBLIC ROADS AND ADJACENT PROPERTIES.**
- d. **ALL FENCES AND LANDSCAPING MUST BE APPROVED BY THE PLANNING COMMISSION AS PART OF SITE PLAN REVIEW.**

55. *Sewage sludge land application* in AZD provided:

...

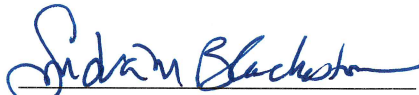
BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 12th day of August 2022.

Read Third Time August 2, 2022

PASSED this 2nd day of August 2022

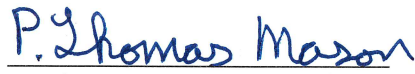
Failed of Passage _____

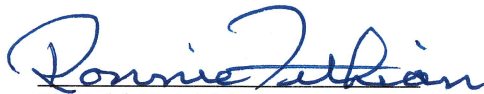
By order of:

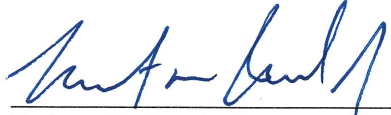

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND




P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

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

BILL NO. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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



**Code Home Rule Bill No. 7-2022 Clarification of the Five-Acre
Limitation For Certain Solar Arrays
8/23/2022
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar Arrays Adoption Notice

CHR Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar Arrays Legislation
Amended by Interlineation



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 7-2022 Clarification of the Five-Acre Limitation for Certain Solar Arrays

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, Article VII, *Special Exceptions*, Section 7, *Special Exceptions*, §57.25, Solar energy systems, utility scale, on farms in the AZD and RCD, sub-section j. and sub-section k., in order to clarify language that relates to the area of use for permitted solar arrays and the limitations set forth for adjacent properties under sub-section j., and to clarify the area developed under sub-section k.

This legislation was adopted on August 2, 2022, with a suggested amendment; and the provisions of this Act shall take effect on August 12, 2022. This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk

PUBLISH: KCN 08/18/22, 08/25/22, 09/01/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

June 21, 2022
Legislative Session Day

Legislative Session Day
June 21, 2022

CODE HOME RULE
BILL NO. 7-2022

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, Article VII, *Special Exceptions*, Section 7, *Special Exceptions*, §57.25, Solar energy systems, utility scale, on farms in the AZD and RCD, sub-section j and sub-section k., in order to clarify language that relates to the area of use for permitted solar arrays and the limitations set forth for adjacent properties under sub-section j., and to clarify the area developed under sub-section k.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


P. Thomas Mason, President

INTRODUCED, read the first time, June 21, 2022, ordered posted and public hearing scheduled July 19, 2022, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on July 19, 2022. Reported favorably with a suggested amendment; read a second time and ordered to be considered on August 2, 2022, a legislative session day.

BILL NO. 7-2022, as amended by interlineation, indicated by ~~double-strike-through~~ for deletions and double-underlining for additions and **highlighted** for ease of location. **CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.** ~~Strike-through~~ indicates all matter deleted from existing law in the introduced BILL.

**A BILL ENTITLED CHR 7-2022
CLARIFICATION OF THE FIVE-ACRE LIMITATION FOR
CERTAIN SOLAR ARRAYS**

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

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 7. SPECIAL EXCEPTIONS

Buildings, structures, and uses for which special exceptions may be authorized and the additional standards relative thereto are as follows:

1. Accessory storage *structures* with a *floor area* of more than 1,200 square feet or a height that exceed 17 feet on parcels less than 5 acres in AZD, RCD, RC, RR, CAR, and CR.

...

57.25 *Solar energy systems, utility scale*, on farms in AZD and RCD provided:

- a. A solar collection device or combination of devices are designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
- b. Screening, capable of providing year-round screening, is provided along all sides that do not collect energy.
- c. Roof mounted solar collection devices shall not extend more than 10 feet from the top of the roof. The total height of the *building*, including the solar collection devices, shall comply with the height regulations established for each zoning district.
- d. Solar collection devices shall not exceed 38 feet in height.
- e. The solar collection system shall be incidental to the use of the farm.
- f. Installation of the solar collection system shall not adversely impact adjacent properties.
- g. All *structures* associated with the solar collection system shall be neither visually intrusive nor inappropriate to their setting.

- h. All solar collection devices shall register with the Department of Emergency Services and shall submit a map noting the location of the solar collection devices and the panel disconnect.
- i. Other than wire size, there shall be no alteration of utility infrastructure to accommodate the system.
- j. The area of use ~~SOLAR PANEL ARRAYS~~ may not exceed 5 acres ~~onsite~~. **THE AREA OF THE SOLAR PANEL ARRAYS SHALL BE MEASURED TO INCLUDE AS THE AREA WITHIN THE SOLAR PANEL ARRAYS' SECURITY FENCE.** Adjacent properties shall not aggregate solar collection panels to achieve an area exceeding 5 acres.
- k. In AZD, **ONLY the FIVE-ACRE MAXIMUM area OF SOLAR PANEL ARRAYS, AS MEASURED IN SUBSECTION J.,** ~~developed by a utility-scale solar energy system~~ is considered *development* and counted toward the maximum percentage of the property in lots.
- l. Tree removal shall be minimized, and any removal shall be mitigated in accordance with the Critical Area Program requirements.
- m. The applicant shall demonstrate that a utility scale solar energy system shall not unreasonably interfere with the view of, or from, sites of significant public interest such as public parks, a national or state designated scenic byway, a *structure* listed in the Kent County Historic Site Survey, an historic district, or the Chesapeake Bay and its tributaries

57.5 *Solar energy systems, utility scale*, in CC, C, and CCA provided:

- a. A solar collection device or combination of devices are designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
- b. Screening, capable of providing year-round screening, is provided along all sides that do not collect energy.
- c. Roof mounted solar collection devices shall not extend more than 10 feet from the top of the roof. The total height of the *building*, including the solar collection devices, shall comply with the height regulations established for each zoning district.
- d. Solar collection devices shall not exceed 45 feet in height
- e. All solar collection devices shall register with the Department of Emergency Services and shall submit a map noting the location of the solar collection devices and the panel disconnect.
- f. The applicant shall demonstrate that a utility scale solar energy system shall not unreasonably interfere with the view of, or from, sites of significant public interest such as public parks, a national or state designated scenic byway, a *structure* listed in the Kent County Historic Site Survey, an historic district, or the Chesapeake Bay and its tributaries.

...

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 12th day of August 2022.

Read Third Time August 2, 2022

PASSED this 2nd day of August 2022

Failed of Passage _____

By order of:

Sondra M. Blackiston
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)



P. Thomas Mason
P. Thomas Mason, President

Ronnie Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member

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

BILL NO. 7-2022, as amended by interlineation, indicated by ~~double-strike-through~~ for deletions and double-underlining for additions and **highlighted** for ease of location. **CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.** ~~Strike through~~ indicates all matter deleted from existing law in the introduced BILL.



**#1 - Regular Session Minutes, August 9, 2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, August 9, 2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:
Description



#3 - 2021 Planning Commission Annual Report 8/23/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Letter from the Planning Commission

Annual Report letter to MDP



Planning Commission
Department of Planning, Housing, and Zoning

August 15, 2022

P. Thomas Mason, President
County Commissioners of Kent County
Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: 2021 Annual Report to the Maryland Department of Planning

Dear Commissioners:

The Kent County Planning Commission reviewed the attached Annual Report for the 2021 Calendar Year at its meeting on August 4, 2022. The letter meets the requirements for annual reports found in the Land Use Article. Upon filing this copy, the report will be submitted to the Maryland Department of Planning.

Sincerely,
Kent County Planning Commission

Francis J. Hickman
Chairman

Enclosure



Department of Planning, Housing, and Zoning

August 4, 2022

Office of the Secretary
Maryland Department of Planning
Attn: David Dahlstrom, AICP
301 W. Preston St.
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2021

Dear Mr. Dahlstrom:

The Kent County Planning and Zoning Commission approved the following Annual Report for the Reporting Year 2021 as required under [§1-207\(b\)](#) of the Land Use Article on June 3, 2021. In addition, this report has been filed with the local legislative body.

1. The County issued the following number of new Residential Permits inside and outside of the Priority Funding Area (PFA), [§1-208\(c\)\(1\)\(i\)](#) and [\(c\)\(3\)\(ii\)](#):

**Table 1: New Residential Permits Issued
Inside and Outside the Priority Funding Area (PFA)**

Residential – Calendar Year 2020	PFA	Non - PFA	Total
# New Residential Permits Issued	14	20*	34

* Only 7 new dwellings were located within the Priority Preservation Area, and 3 of those were replacement dwellings.

2. The County preserved the following number of acres using local agricultural land preservation funding, [§1-208\(c\)\(iv\)](#), (if applicable):

Kent County does not have a locally funded land preservation program.

3. The County is scheduled to complete and submit a 5-Year Mid-Cycle comprehensive plan implementation review report this year, as required under §1-207(c)(6) of the Land Use Article?

Y ☐ N ☒

The most recent Comprehensive Plan was adopted in April 2018.

4. The County is scheduled to update its' Development Capacity Analysis this year, as required under [§1-208\(2\)\(c\)\(iii\)](#) of the Land Use Article? Y ☒ N ☐

If no, please indicate when the next Development Capacity Analysis will be completed.

Staff has contacted our regional planner for assistance.

5. Were there any growth related changes, including Land Use Changes, Zoning Ordinance Changes, New Schools, Changes in Water or Sewer Service Area, etc., pursuant to [§1-207\(c\)\(1\)](#) of the Land Use Article? If yes, please list or provide maps. Y ☐ N ☒

Four zoning text amendments were reviewed, but none were related to allowing or encouraging additional residential growth.

6. Did your jurisdiction identify any recommendations for improving the planning and development process within the jurisdiction? If yes, list. Y ☐ N ☒

The County continued working on a Comprehensive Rezoning Update. It is anticipated that changes will be made to the planning and development process to clarify procedures and timelines and alter the process by which some uses and site plans are reviewed.

7. Are there any issues that Planning can assist you with in 2022? If yes, please list. Y ☒ N ☐

As the County undertakes comprehensive rezoning, we greatly appreciate the continued assistance of our MDP liaison, who is always helpful and ready to assist the County.

8. Have all members of the Planning Commission and Board of Appeals completed an educational training course as required under §1-206(a)(2) of the Land Use Article? Y ☒ N ☐

Sincerely,



Francis J. Hickman
Chair, Kent County Planning Commission



#4 - FY2023 Critical Area Grant Contract Agreement 8/23/2022 County Commissioners Meeting

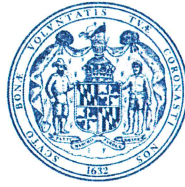
ATTACHMENTS:

Description

08.23.22 State of Maryland Critical Area Commission, Chesapeake and Atlantic Coastal Bays, FY2023 Grant Program, Agreement #K00P360078, Department of Natural Resources, and Kent County Dept. of PHZ

08.23.22 State of MD Critical Area Commission, Chesapeake & Atlantic Coastal Bays, FY2023 Authorization Signature Form, Grant Program Agreement #K00P360078, DNR, and KC Dept. of PHZ

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

**FY 2023 GRANT PROGRAM
GRANT AGREEMENT#: K00P3600078**

THIS GRANT AGREEMENT, entered into this 1st day of July 2022,
by and between

**STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
Critical Area Commission for the Chesapeake and Atlantic Coastal Bays**
Hereinafter ("Critical Area Commission"),

And

Kent County, MD
Kent Co. Dept. of Planning, Housing & Zoning
400 High Street
Chestertown, MD 21620

Hereinafter ("Grantee")

WHEREAS funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2023**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, Md. Code Ann., Natural Resources II, §8-1801 *et seq.*, (2012 Repl. Vol. as amended) ("the Act"); and

WHEREAS the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 *et seq.* ("Criteria"); and

WHEREAS, the Grantee has notified the Critical Area Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee because Grantee has agreed to comply with the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2023 (July 1, 2022- June 30, 2023) in the amount of Six Thousand Dollars (\$6,000) (“Grant”).**

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its local Critical Area Program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee’s Program, by proposing a Program Amendment or Refinement, as applicable, subject to review and approval by the Critical Area Commission. Notwithstanding any provision, or lack of provision in Grantees’ local Critical Area Program, Grantee shall implement all provisions of the Act as provided in Md. Code, Ann., Natural Resources II § 8-1808(c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Critical Area Commission and shall expire on June 30, 2023. This Grant Agreement may be amended only with the written approval of the Critical Area Commission, and this Grant Agreement may be amended only by a writing signed by both Parties.
4. The Commission shall reimburse the Grantee for expenses authorized under the Grant upon the Grantee’s submission of **two (2) Progress status reports and one (1) invoice.** (Refer to pages 1-3), Article V of Appendix A – FY23 “Scope of Work and Funding Guide Local Governments”, incorporated herein by reference, for minimum requirements to be included in the status reports and the invoice.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Critical Area Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached “FY 2023 Semi Annual Report Scope Outline” attached as Appendix B is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. Appendix C -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)” is hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure,

identified in the Appendix C - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by the Maryland Department of Natural Resources, Critical Area Commission, must contain the following statement on the cover page or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
 - i. Data and products collected, manipulated, or directly purchased, using funding provided under this Grant Agreement shall become the property of the CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC’s use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this Grant Agreement utilizing funds administered by CAC, or another grant source, through match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, incorporated herein by reference, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.
- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as

determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables required by this Grant Agreement will be submitted directly to the Grant Administrator at the Critical Area Commission, including **two (2) Progress status reports and one (1) Invoice at the end of the project**, which shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract. Both Reports and Invoice should be emailed to: cacgrants.dnr@maryland.gov

Important Contract Due Dates:

<u>July 1, 2022</u>	<u>Fiscal Year 2023 Grant Year Begins</u>
<u>January 15, 2023</u>	<u>1st Progress Report Due</u> (Work completed July 1, 2022-December 31, 2023)
<u>May 15, 2023</u>	<u>Final Invoice Due to Commission for payment</u>
<u>June 30, 2023</u>	<u>Fiscal Year 2023 Grant Year Ends</u>
<u>July 15, 2023</u>	<u>2nd/Final Report Due</u> (Work completed January 1, 2023 – June 30, 2023)

10. The Critical Area Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant Agreement for a period of 3 years after the conclusion of the Grant. Should the Critical Area Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.
11. The Parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The Parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

Electronic Signatures -This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee for: (Grantee Name)


GRANTEE WITNESS 8/23/22


P. Thomas Mason, President, County
Commissioners of Kent County
Kent County

Signatory for the Commission:

COMMISSION WITNESS

Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

DNR WITNESS

Raelene Glasgow, MBA, CMPO
Associate Director, DNR Procurement

Approved as to form and legal sufficiency
on this _____ day of _____, 2022.

Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
MD Department of Natural Resources

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

**Questions or inquiries about the agreement for funding should be directed to the
Grant Administrator: cacgrants.dnr@maryland.gov**

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary**

forms, expense accounts, time sheets or any other support documents provided to the Commission.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

Category

Backup Documentation Needed

Salaries

Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.

Communication

Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.

Travel

Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.

Supplies/Equipment

Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.

Contractual Services

Copies of bills or invoices **with** receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

<u>Category</u>	<u>Description</u>
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement. TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses. VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of

insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a “contractual agreement” is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice.**

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under “PERSONNEL AND BENEFITS,” and not as a contractor under “CONSULTANTS/ LEGAL.”

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:

Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2023 shall be from July 1, 2022 through June 30, 2023.** This contract period ends on June 30, 2023 unless there is a "No-Cost Extension" granted by the Commission. **All unspent monies will revert back to the Commission after June 30 2023.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2023. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates

January 15, 2023

May 15, 2023

July 15, 2023

Reporting Time Frame

**Progress Status Report for Work completed
July 1, 2022 – December 31, 2022 (No Invoice)**

Final Invoice Due

**Final Status Report Due for work
completed January 1, 2023 – June 30, 2023**

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2023.**

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation.

XII. WORK PRODUCTS

1. **Two (2) Status reports and One (1) Invoice are required**, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

APPENDIX B

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR **CRITICAL AREA COMMISSION FOR THE CHESAPEAKE** **AND ATLANTIC COASTAL BAYS** **GRANT-IN-AID PROGRAM** **(REV. 04/16)**

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 *et seq.* of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Basic Agreement" means the executed document to which the general conditions contained herein are appended or incorporated.
- B. "Agreement" means the agreement between the Critical Area Commission of the Department, defined herein, and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.
- C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.
- E. "Grantee" means the State agency, political subdivision or local government entity obligated to perform services for the Critical Area Commission under this Agreement.
- F. "Department" means the Maryland Department of Natural Resources. When used herein, the Department includes the Critical Area Commission defined below.
- G. "Critical Area Commission" means the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays in the Department.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

H. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

I. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department

hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

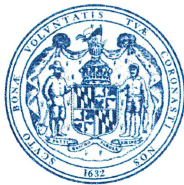
ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations

- of the parties shall be construed and enforced accordingly.
- B. This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.
- C. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
By: DNR Office of the Attorney General
Department of Natural Resources
May 2022

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

FY 2023
AUTHORIZATION SIGNATURE FORM

At the beginning of each grant agreement period, jurisdictions must submit to the Commission in writing, the name and title of the individual having proper authority to sign, on behalf of the local government, as to the validity and accuracy of the information being submitted.

This individual will also serve as the first point of contact for auditing purposes agrees that it will maintain hard copies (ink or computer printout) of time sheets for a term of not less than three years after the close of the grant. Salary Summary sheets may be submitted in lieu of individual time sheets.

The Authorized signee hereby certifies that submitted hours worked were expended to accomplish technical requirements of the Critical Area Program Implementation Grant Agreement signed with the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays, Department of Natural Resources.

Kent County, Maryland

Jurisdiction Name:

52-6000974

Federal ID#:

P. Thomas Mason

Signatory for Jurisdiction

8/23/2022

Date

P. Thomas Mason, President, County Commissioners of Kent County

Printed Name & Title of Signatory for Jurisdiction

**Please return completed form to Grant Administrator via email:
cacgrants.dnr@maryland.gov**



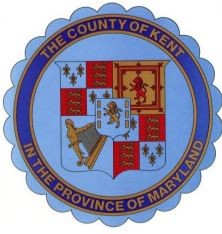
**#5 - Bill Mackey, Director, Planning, Housing, and Zoning
8/23/2022
County Commissioners Meeting**

Item Summary:

Request to Release Letters of Credit

ATTACHMENTS:

Description



#6 - Mike Moulds, Director, Public Works
8/23/2022
County Commissioners Meeting

Item Summary:

Request to Release Letter of Credit

ATTACHMENTS:

Description



#7 - Marty Holden, Division Chief, Environmental Operations
8/23/2022
County Commissioners Meeting

Item Summary:

Citizen Scrap Tire Drop-off Day Intergovernmental Agreement

ATTACHMENTS:

Description

08.23.22 Citizen Scrap Tire Drop-Off Day Event 2022, Intergovernmental Agreement, Maryland
Environmental Service No. 2-23-4-19, Scrap Tire Recycling System

CITIZEN SCRAP TIRE DROP-OFF DAY EVENT 2022

INTERGOVERNMENTAL AGREEMENT

MES Contract No. 2-23-4-19

THIS INTERGOVERNMENTAL AGREEMENT, made this 23rd day of August 2022, by and between the **Maryland Environmental Service** (hereinafter "MES"), and **Kent County Maryland** (hereinafter "County");

WITNESSETH:

WHEREAS, the Maryland General Assembly, by Chapter 640 of the Laws of Maryland 1991, established a Scrap Tire Recycling System; and

WHEREAS, MES is responsible for establishing the Scrap Tire Recycling System statewide which will include components for recycling scrap tires; and

WHEREAS, MES and the County have agreed to enter into this Agreement to sponsor an event to recover and recycle scrap tires deposited at County facilities by County residents on the designated day of the County event (hereinafter referred to as "Citizen Scrap Tire Drop-off Day 2022"), and

WHEREAS, MES and the County have each agreed to provide certain services at no expense contingent upon funding by the Maryland Board of Public Works; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained be it agreed by and between the parties as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to implement a 2022 Citizen Scrap Tire Drop-off Day event intended to provide County homeowners who have accumulated a number of scrap tires a responsible, free of charge alternate for disposing of them.

2. COUNTY RESPONSIBILITIES

The County shall furnish all supervision, labor, materials, and equipment necessary to perform the responsibilities set forth in the Scope of Work, attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement. The County's responsibilities include, but are not limited to providing the site for the Drop-off Day event, staffing the site, and providing labor and/or equipment to load scrap tires into transportation vehicles, all at the County's own expense.

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT 2022
Page 2

3. MES RESPONSIBILITIES

MES shall provide all supervision, labor, materials, and equipment necessary to perform the responsibilities as described in the Scope of Work (identified as Attachments A) and expressly incorporated into and made a part of this Agreement. MES's responsibilities include but are not limited to facilitating the events, providing reports to the Maryland Department of the Environment (MDE) and reimbursing the County for the cost of disposal of scrap tires collected during the Event up to the dollar limit of the project from funds provided by the Maryland Department of the Environment and authorized by the Maryland Board of Public Works.

4. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution by MES until December 31, 2022 unless terminated at an earlier date by either the County or MES. This Agreement is contingent upon the receipt of funding from the Maryland Board of Public Works and the Maryland Department of the Environment.

5. PRINCIPAL CONTACTS

The principal administrative contacts for this Agreement are:

MES	-	Charles Peng Senior Engineer 259 Najoles Road Millersville, MD 21108 443-883-0837 cpeng@menv.com
COUNTY	-	Marty T. Holden Division Chief Kent County Environmental Operations 709 Morgnec Road, Suite 104 Chestertown, MD 21620 410-778-7439 mholden@kentgov.org

6. MODIFICATIONS

Any modifications to this Agreement must be in writing and agreed to by both parties.

7. SUBCONTRACTING

The County may not subcontract, assign or otherwise dispose of any portion of this Agreement except with the written consent of MES. Consent to subcontract, assign or otherwise dispose of any portion of the Agreement shall not be construed to relieve the County of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the County or the MES in the course of performance of this Agreement, except for subcontractors which are agencies of the State of Maryland, shall indemnify and save harmless and defend the State of Maryland, the Service, the County and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the County or MES or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed a waiver of any immunity that may exist in any action against MES or the County.

8. RIGHT TO DATA, PUBLIC DISCLOSURE

Except as may be required by law, neither party shall publicly disclose any data or information delivered under this Agreement without the prior approval of the other party.

9. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Maryland, and the parties expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

10. COMPLIANCE WITH LAWS

The County and MES will observe and comply with the Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

11. INDEMNIFICATION

The County, to the extent permitted by law, shall protect, indemnify, and hold MES and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse affect to the environment, or any violation of governmental laws, regulations, caused solely by the acts, errors or omissions of

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY MARYLAND
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT 2022
Page 4

the County, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance of its obligations hereunder.

12. TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated by either MES or the County after 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives hereunder duly authorized, all as of the day and year first above written.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: Charles Glass
CHARLES GLASS, Ph.D., P.E.
EXECUTIVE DIRECTOR

Approved as to form and legal
sufficiency this 29th day of
July, 2022.

Sean L. Coleman
Assistant Attorney General

KENT COUNTY, MARYLAND

Lacey J. Cox
WITNESS 08/23/22

BY: P. Thomas Mason

NAME: P. Thomas Mason

TITLE: President

Reviewed for Legal Sufficiency

Thm N. Yau
County Attorney's Office

Attachment A

REVISED SCOPE OF WORK FOR THE CITIZEN SCRAP TIRE DROP-OFF DAY EVENT 2022

PURPOSE

Overview

The Maryland Environmental Service (“MES”) and the County shall participate in the Citizen Scrap Tire Drop-Off Day Event 2022 designed to collect scrap tires from Maryland County homeowners. Funding for implementation of this project including project management, media announcements and the transportation and responsible disposal of scrap tires is to be provided through the State Used Tire Clean-Up and Recycling Fund administered by the Maryland Department of the Environment (“MDE”).

Goal

The goal of the project is a series of one-day events on a county basis, scheduled on County designated day in calendar year 2022.

BACKGROUND

The Tire Fund

In 1991, the Maryland General Assembly adopted the Scrap Tire Recycling Act (the “Act”) to address the problems associated with the environmentally responsible disposal of scrap tires in Maryland. The law established the State Used Tire Clean-Up and Recycling Fund, which is funded by the collection of a \$0.80 per tire fee on the sale of each new tire in the State, as amended effective April 1, 2005. MDE may use the Fund for projects to reduce, recover and recycle scrap tires in Maryland.

The Project

This project is intended to aid State residents by providing a responsible disposal-alternative that is substantially free of charge for homeowners who have accumulated a small number of scrap tires. A secondary objective of this project is to educate citizens about Maryland’s laws and regulations regarding the collection and disposal of scrap tires. It is intended that public education will deter residents from accumulating scrap tires in the future.

PROJECT PARAMETERS

Overview

The Citizen Scrap Tire Drop-Off Day Event is a series of one-day events conducted on a county-by-county basis. All participating Maryland Counties will conduct their events independently on a date of their choosing through coordination with MES.

County residents will participate in the project by delivering scrap tires using appropriate non-commercial vehicles to the Primary Event Location designated by the County. Residents will be permitted to deliver up to ten (10) scrap tires per vehicle on the Scrap Tire Drop-Off Day. There will be a one-trip per resident limit. Acceptance of agricultural tires in this Event will be left to the discretion of the individual participating County in conjunction with its contracted scrap tire hauler. Commercial haulers or generators of scrap tires shall not participate in this Event. MDE will issue a temporary scrap tire license waiver letter to each participating County.

All scrap tires collected during the County Event will be transported and disposed of using properly permitted haulers and State permitted disposal/processing sites with whom the individual County has contracted.

Primary Event Location

The Primary Event Location of this project will be identified by the County and will be advertised by the County in advance of the Event.

SCOPE OF SERVICES

COUNTY RESPONSIBILITIES:

The County shall provide the following services:

- Provide a Primary Event Location for the collection of scrap tires from County residents on the Event date.
- Participate in planning meetings and conference calls, as needed, to plan the event.
- Advertise the Event in their local newspaper or social media.
- Provide staff and equipment for the Event tasks including verifying participants (residents) status, recording number of participants, controlling traffic, recording number of scrap tires collected, and loading transportation vehicles with scrap tires (either manually or with equipment). Tires collected from the Event shall be separate from the County's day-to-day operating collections.
- Use the scrap tire hauling/disposal contractor hired directly by the County. The County is responsible for the hauling and disposal of the tires collected from the Event.

- Indemnify and save harmless MES for liability resulting from any negligence or other wrongful act or omission by the County, or persons acting under the direction of the County in fulfilling the County's duties and responsibilities for this project.
- Provide MES with invoices for advertisement done by the County for the Event. All invoices, up to a maximum total amount of \$1,000 per County, must be submitted within 30 days after the event. Any invoice received after the specified timeframe will be the responsibility of the County.
- Provide MES with invoices for scrap tire hauling/disposal, up to a maximum total amount of \$16,500 per County. Invoices must contain weigh tickets and Scrap Tire Tracking Forms (blank form attached) for all loads invoiced. All invoices must be submitted within 45 days after the event. Any invoice received after the specified timeframe will be the responsibility of the County.
- The County is responsible for the tire hauling/disposal and advertisement costs that exceed the project budget limits as indicated above, without expectation of reimbursement.
- Submit a summary report including the following information: number of citizens participating, date and location of the event, number of each type of tires collected, disposal contractor and MDE scrap tire hauler and processor license numbers, and total tonnage of tires collected from the Event.

MES RESPONSIBILITIES

MES shall provide the following services:

- Reimburse the County for advertising expenses not to exceed \$1,000 per County.
- Reimburse the County for hauling and disposal of scrap tires collected from the Event not to exceed \$16,500 per County.
- Prepare and submit a final project summary to MDE.

PAYMENT

MES will reimburse properly submitted invoices from the County within 45 days of receipt.

TERM

Overview

The term of this Scope of Work shall commence upon the date of execution of the Intergovernmental Agreement and shall expire on December 31, 2022.

Project Task Schedule

This project shall be completed according to the following tentative schedule of tasks:

May – June 2022	MES prepares and executes IGAs with participating Counties.
June – October	Citizen Scrap Tire Drop-Off Day Events conducted at the Primary Event Locations of the participating Counties.
30 Days After the Event	Counties submit invoices for reimbursement of advertising expenses.
45 Days After the Event	Counties submit invoices for scrap tire hauling/disposal with supporting documents. Supporting documents shall include a summary report, hauler's invoices to the County, Scrap Tire Tracking Forms, and weigh tickets.
90 Days After Last Event	MES submits a summary report to MDE.

END OF SCOPE OF WORK



**#8 - Tolchester Community Association, Inc., Raffle Only, August 27,
2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

17-2022 Tolchester Community Association, Inc., Raffle Only, August 27, 2022, Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization:	Tolchester Community Assoc. Inc.	
Address of Organization:	PO Box 35 Rock Hall MD 21661	
Telephone:	(410) 778 0250	
Is the organization formed or located in Kent County?	☒ Yes	☐ No
Does the organization serve the residents of Kent County?	☒ Yes	☐ No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	☐ Yes	☒ No
Tax Exempt Number:		

Person responsible for complying with permit regulations and requirements:

Name: Anna Ruth Tubman

Address: 9028 Point Lane Chestertown MD 21620

E-Mail: tubman20@aol.com

Telephone: (410) 778 0250

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

Location address of fund-raising affair: Community Center
Montgomery Ave
Chestertown MD 21620

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

Date(s) of fund-raising: Aug 27 2022

Date and Time of Drawing: Aug 27, 2022 Begin at: 5:00 End at: 7:00

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

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

Signature of person completing this application: Anna Ruth Tubman

Please Select One:

☒ Pick Up☐ Mail Permit (will be mailed to person responsible)County Commissioners
Office

Date 8-15-22 LJC

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

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

☒ Raffles	☐ Chance books	☐ Paddle Wheels
☐ Wheels of fortune	☐ Card games	☐ Lotteries

☐ Other _____

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

If no, please explain circumstances:

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

Is the organization a religious organization?

Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years?

Yes ☐ No

Where are services conducted and how often? _____

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

_____ % Civic 100 % Charitable _____ % Educational

Name, address and telephone of person completing application:

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

Signature of person completing application: Anna Ruth Tubman



**#9 - Democratic Club of Kent County, Raffle Only, September 15, 2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

18-2022 Democratic Club of Kent County, Raffle Only, September 15, 2022, Application

Permit# 18-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: DEMOCRATIC CLUB OF KENT COUNTY

Address of Organization: 357 HIGH ST., P.O. Box 776, CHESTERTOWN, MD 21620

Telephone: (443) 417-7578

Is the organization formed or located in Kent County? Yes

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

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

Tax Exempt Number:

Person responsible for complying with permit regulations and requirements:

Name: William J. Herb

Address: 9780 WHITE SWAN CT., CHESTERTOWN, MD 21620

E-Mail: m.b.tailfeathers@gmail.com

Telephone: (443) 417-7578

Type of permit sought: (X) Raffle Only () Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Minary's Dreen Alliance

9155 American Legion Rd.

Chestertown, MD 21620

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

Date(s) of fund-raising: 8/21/22 8/27/22 or date of permit to 9/15/22

Date and Time of Drawing: 9/15/22 at: 6:05 p.m. Begin at: 6:00 pm End

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

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

Signature of person completing this application: William J. Herb

Please Select One:

(X) Pick Up

() Mail Permit (will be mailed to person responsible)



**Tolchester Community Association, Inc., Beer and Wine Only, August
27, 2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

4841 Tolchester Community Association, Inc., Application

4841

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

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

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

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

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

Tolchester Community Assoc. Inc

Address P.O. Box 35 Rock Hall MD 21661

Type of Function Fish Fry

Location of Function Community Center

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

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

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

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

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) Aug 27 2022
Begin at: 5:00 PM End at: 7:00 PM and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)
in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

9. Applicants

① Anna Ruth Tubman 9028 Point Lane
Name Residence
60 years President 410780250 Anna Ruth Tubman
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

② Grace Mille Crockett 9152 Bayview, Chestertown MD
Name Residence
50 years Board member 4107085615 Grace Mille Crockett
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Grace Crockett the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

③ Donna B Lynd 21180 Chesapeake Chestertown MD
Name Residence
5 years Secretary 2577678324 Donna B Lynd
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Donna Lynd the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

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

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

Anna Ruth Tubman Signature (s)

Anna Ruth Tubman Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 15 day of August, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman
_____ and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Katie E. DiSano

(SEAL) **Katie E. DiSano**
Notary Public
Kent County
Maryland

The Board of License Commissioners of Kent County

RONALD H. FITHIAN
PRESIDENT
ROCK HALL, MD

WILLIAM W. PICKRUM
MEMBER
CHESTERTOWN, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435
FACSIMILE 410-778-7482

ERNEST A. CROFOOT
COUNTY ADMINISTRATOR
COUNTY ATTORNEY

PHILLIP R. RUSSUM
ALCOHOLIC BEVERAGE INSPECTOR

THOMAS N. YEAGER
SPECIAL COUNSEL

SPECIAL CLASS "C" LICENSE AFFIDAVIT

In applying for this Special Class "C" License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Section 7-101 of Article 2B of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
(Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

Failure to comply with the laws of the State of Maryland may make the responsible person subject to a fine.

The issuance of this license is to be for a bona fide religious, fraternal, civic, veterans, hospital, or charitable club, society, association or organization. This license is for the use of your organization only any may not be transferred or reassigned.

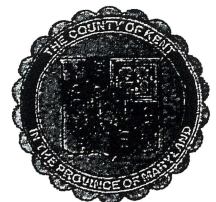
The cost of a one day license is : **Beer \$5.00, Beer & Wine \$15.00, and Beer, Wine, & Liquor \$25.00.** Please submit your check made out to the **Kent County Office of Finance**, along with the completed application.

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

Address P.O. Box 35 Rock Hall MD 21661

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

Anna Ruth Tubman Date Aug 15 2022
(Signature)





**Main Street Historic Chestertown, Beer and Wine Only, September 2,
2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

4842 Main Street Historic Chestertown, Application

4842

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

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

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

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

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

Main Street Chestertown

Address 118 N. Cross Street, Chestertown, MD 21620

Type of Function First Friday

Location of Function 245 High Street, Chestertown (sidewalk)

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) September 2, 2022
Begin at: 4:30pm End at: 8:00pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)
in payment for the license.

Please Select One:

☒ **Pick Up**

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

County Commissioners
Office

Date 8-16-22 LK

9. Applicants

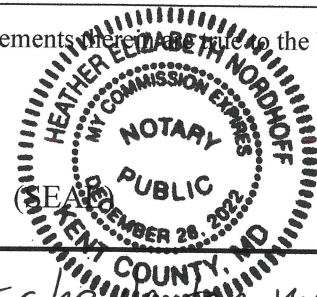
(1) Nerina Fleegle 8853 Fairlee Rd Chestertown, MD 21620
Name Residence
10 years Exec. Director 410 778 2991 N. Fleegle
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



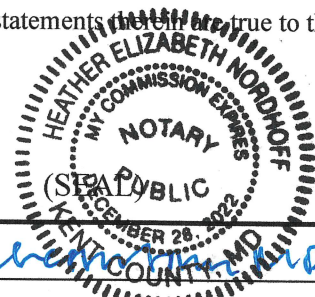
(2) Sarah Wright 332 N. Queen St, Chestertown, MD 21620
Name Residence
7 years Sec. 410-699-6002 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Sarah Wright the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



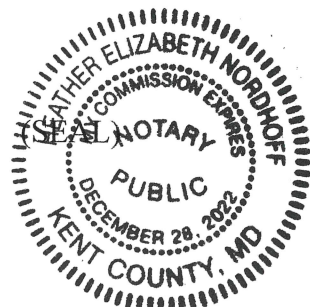
(3) Kristen W. Owen 8825 Canterbury, Chestertown, MD 21620
Name Residence
16 years President 410-288-6100 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen Owen the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

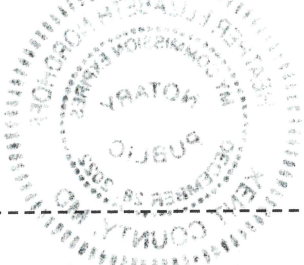
WITNESS my hand and official seal.

[Signature]



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

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



W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

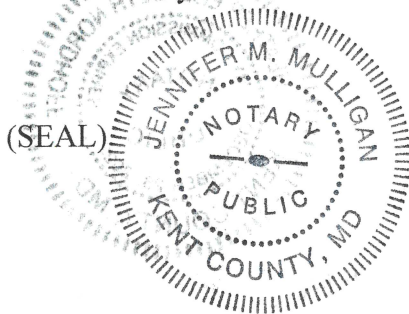
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 15th day of August, 2022,

before the subscriber, a Notary of the State of Maryland, personally appeared _____

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

WITNESS my hand and official seal.



Jennifer M. Mulligan
(Formerly Jennifer M. Mulligan)
my commission expires 4/1/23

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Main Street Chester town
Address 118 N. Cross St. Chester town, MD 21620
Name Nina Fleegle Phone # 410 778 2991
(Please Print)
N. Fleegle Date 8/15/22
(Signature)





**Main Street Historic Chestertown, Beer and Wine Only, October 1-2,
2022
8/23/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

4845 Main Street Historic Chestertown, Application

4845

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

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

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

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

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

Main Street Chestertown

Address 118 N. Cross St. Chestertown, MD 21620

Type of Function Annual Car Show

Location of Function 200 + 300 Blocks High St. Chestertown

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Oct. 1 - 2, 2022.
Begin at: 1pm End at: 6pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 30)
in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

County Commissioners
Office

Date 8-16-22 LSC

9. Applicants

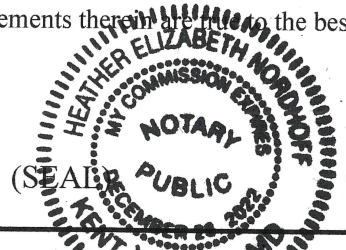
(1) Nerina Fleegle 8853 Fairlee Rd Chestertown, MD 21620
Name Residence
10 years Exec. Director 4078 2991 N. Fleegle
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



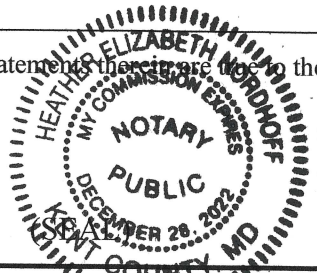
(2) Sarah Wright 332 N. Queen St Chesapeake, MD 21621
Name Residence
7 years Sec. 410 699-0602 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Sarah Wright the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



(3) Kristen W. Owen 8875 Center Lane, Chestertown, MD 21620
Name Residence
16 years President 410-708-6110 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen Owen the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



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

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

W. Huganell

Signature (s)

W. S. Ingersoll

Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 15th day of August, 2022,

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

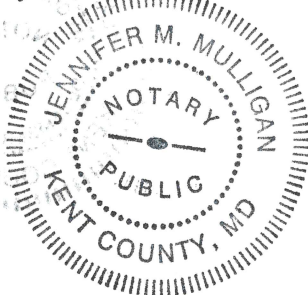
W. S. Ingersoll

and acknowledged the execution of the foregoing

statement to be a true act.

WITNESS my hand and official seal.

(SEAL)



Jennifer A. McLean
(Formerly Jennifer M. Mulligan)
my commission expires 4/7/22

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

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

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

Name of organization, club, etc. Main Street Chestertown

Address 118 N. Cross St. Chestertown, MD 21620

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

N. Fleegle Date 8/15/22
(Signature)





Thomas N. Yeager, County Attorney
8/23/2022
County Commissioners Meeting

Item Summary:

Cacaway Shared Sanitary Facility

ATTACHMENTS:

Description

08.23.22 Deed of Dedication for Shared Sanitary Facility, From Cacaway Farm Corporation to The County Commissioners of Kent County, Treatment and Disposal of Wastewater on the West Side of Broad Neck Road

Prepared by and Return to:
Thomas N. Yeager, Esquire
Law Office of Thomas N. Yeager
203 Maple Avenue
Chestertown, MD 21620

DEED OF DEDICATION FOR SHARED SANITARY FACILITY

THIS DEED OF DEDICATION, dated this 23rd day of August, 2022, from Cacaway Farm Corporation, a Maryland Corporation and Cacaway Farm Cooperative Housing Corporation (hereinafter collectively referred to as "Grantor") to The County Commissioners of Kent County, a political subdivision of the State of Maryland (hereinafter referred to as the "County" or the "Grantee"). Because the Grantee is a body politic and a political subdivision of the State of Maryland, this instrument is exempt for all recordation charges.

Explanatory Statement

The Grantor is the owner of a Shared Use Sanitary Facility (the "Facility") for the treatment and disposal of wastewater located on the Grantor's real property on the West Side of Broad Neck Road in Kent County, Maryland and more fully described in a Deed recorded among the Land Records of Kent County in Liber M.L.M. No. 7, folio 467. The Facility is the subject of a Shared Sewerage Disposal Facility Agreement recorded among the Land Records for Kent County in Liber S.L.K. No. 1058, folio 274. In accordance with Section 8 of the aforementioned agreement, the Facility is to be dedicated to the County upon the meeting of certain conditions. Those conditions have now been met, and as a result the parties are executing the within instrument. Access to the Facility is the subject of a Perpetual Shared Use Facility Easement and Right of Way Agreement recorded among the Land Records for Kent County in Liber S.L.K. No 1197, folio 233. The location of Facility is depicted on Exhibit A of the aforementioned easement and right of way agreement.

Recitals

WHEREAS, the Grantor has constructed a Shared Use Sewerage Wastewater Treatment and Disposal Facility on its property in accordance with the Agreements set forth above;

WHEREAS, in accordance with the Agreement of the parties, the Grantor has offered to dedicate the Facility to the County;

WHEREAS, the Facility has been inspected and has been found to have been fully completed in accordance with the approved plans and specifications and in accordance with all applicable laws and regulations; and

WHEREAS, the County has accepted the offer of dedication.

Witnesseth

THE GRANTOR, for a consideration of the prior agreements of the parties referenced in the explanatory statement and recitals set forth above and for ZERO DOLLARS (\$0.00) (NO ACTUAL MONETARY CONSIDERATION) receipt of which is hereby acknowledged, grants, conveys and assigns to the Grantee, its successors and assigns, ownership of the Shared Sewerage Wastewater Treatment and Disposal Facility more fully described in the Facility Agreement and the Easement and Right of Way Agreement recorded among the Land Records for Kent County, Maryland in Liber S.L.K. No. 1058, folio 274 and Liber S.L.K. No. 1197, folio 233, respectively. The Grantor warrants that it is in full compliance with its obligations under the aforementioned agreements, including but not limited to Section 9 of the Facility Agreement, and covenants that it will warrant the facility hereby conveyed and dedicated in accordance with its continuing obligations under the aforementioned agreements, and that it will execute such further assurances of the facility as may be requisite.

AND the County Commissioners of Kent County join in this conveyance for the purpose of accepting the facility set forth herein.

WITNESS the hand and seal of Grantor.

Cacaway Farm Cooperative Housing Corporation

WITNESS:

Haym L. Bottin

BY: Marjorie Brown (SEAL)
Marjorie Brown, President
Grantor

Cacaway Farm Corporation

WITNESS:

Haym L. Bottin

BY: Michael Moore (SEAL)
Michael Moore, President
Grantor

Accepted By:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

John M. Blackiston

BY: P. Thomas Mason (SEAL)
P. Thomas Mason, President
Grantee

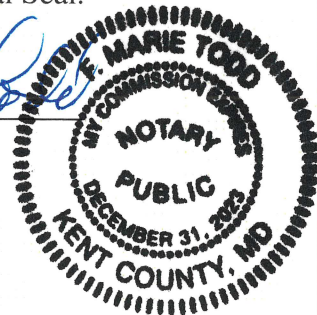
STATE OF MD, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on August 11th, 2022 before me, a Notary Public of the State and county aforesaid, personally appeared Marjorie Brown, known to me (or satisfactorily proven) to be the President of the Grantor, Cacaway Farm Cooperative Housing Corporation who acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

F. Marie Todd
Notary Public

My Commission Expires: 12/31/2023



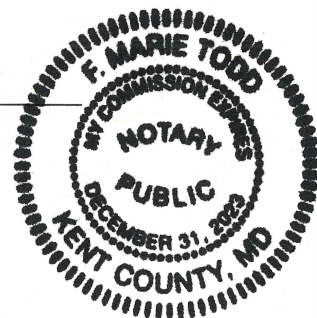
STATE OF MD, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on August 11th, 2022 before me, a Notary Public of the State and county aforesaid, personally appeared Michael Moore, known to me (or satisfactorily proven) to be the President of the Grantor, Cacaway Farm Corporation who acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

F. Marie Todd
Notary Public

My Commission Expires: 12/31/2023



STATE OF MD, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on August 23rd, 2022 before me, a Notary Public of the State and county aforesaid, personally appeared P. Thomas Mason, known to me (or satisfactorily proven) to be the President of the Grantee, County Commissioners of Kent County, Maryland who acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Lacey T. Cox
Notary Public

My Commission Expires: 1-16-26

LACEY T. COX
Notary Public-Maryland
Kent County
My Commission Expires
1-16-26

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Thomas N. Yeager
Thomas N. Yeager



Thomas N. Yeager, County Attorney
8/23/2022
County Commissioners Meeting

Item Summary:

Administrative Hearing Protocol

ATTACHMENTS:

Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/23/2022
County Commissioners Meeting

Item Summary:

Roopa Dusia, President, Siddhivinayak, Inc. trading as Galena Liquors

ATTACHMENTS:

Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/23/2022
County Commissioners Meeting

Item Summary:

Rumit H. Dusia, President, Huriom Petroleum Corporation, Inc. trading as Galena Mini Mart

ATTACHMENTS:

Description



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
8/23/2022
County Commissioners Meeting**

Item Summary:

The group, led by the Starr Center, are touring the community to learn about its history and how to get involved today



Cindy Moore and Valerie Mason, Kent Ag Center
8/23/2022
County Commissioners Meeting

Item Summary:

Request for Support

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
8/23/2022
County Commissioners Meeting

Item Summary:

Revised Annexation Proposal, 172 Sassafras Street, Millington, MD 21651

ATTACHMENTS:

Description

06.07.22 Town of Millington, 172 Sassafras Street, Millington, Revised Annexation Proposal Agreement

Revised Proposal and Map for MES Property

Proposal and Map for Mountaire Property

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

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

Website: millingtonmd.us

August 5, 2022

Kent County Commissioners
400 High Street
Chestertown, MD 21620

Re: Revised Annexation Proposal

Dear Honorable Commissioners:

At this time, we would like to revise our proposed annexation plan as stated in our letter dated May 23, 2022. Originally, we proposed to annex a portion of the 24.455 acres, the location of the former Millington Elementary School, located at 172 Sassafras Street in Millington. After completion of a survey for this annexation we found to remain in compliance with Maryland laws we must also annex parcel 258, consisting of 2 acres currently owned by Mountaire Farms of Delaware, Inc.

I have attached a copy of the revised annexation proposal as well as the surveys and property descriptions for each parcel for your review.

To agree to this proposal, please sign your acceptance at the bottom of this letter and return to the Town office, no later than August 31, 2022. If you have any questions or concerns regarding this proposal or during the process, do not hesitate to contact the Town Office at 410-928-3880.

Sincerely,

Elizabeth Jo Manning
Town Administrator

Kevin Hemstock, Mayor

Michelle Holland, Council
Zita Seals, Council

Mark Linton, Council
Wayne Starkey, Council

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

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

Website: millingtonmd.us

AUTHORIZATION:

We agree to allow the Town of Millington to annex 172 Sassafras Street, the former Millington Elementary School property, and E/S Delaware Railroad Avenue, Map 400, Parcel 0258 owned by Mountaire Farms of Delaware, Inc. into the Town's boundaries.

KENT COUNTY COMMISSIONERS

08/23/22
Date

P. Thomas Mason
P. Thomas Mason, President



Kevin Hemstock, Mayor

Michelle Holland, Council

Zita Seals, Council

Mark Linton, Council

Wayne Starkey, Council

Annexation Proposal for the lands of County Commissioners of Kent County

Former site of Millington Elementary School

172 Sassafras Street, Millington, MD 21651

Map 32, Parcel 49, Liber MLM 01007/00134

Containing a portion of 24.455+/- acres

This proposal plan is to act as an instrument to demonstrate our intent to annex the property listed above into the corporate limits of the Town of Millington, MD. The property is current zoned Village in the Kent County Land Use Code (see attached Zoning Map and Land Use Code, Section 3).

The proposed annexation will consist of a portion of the 24.455 +/- acre property adjoining the Town boundaries at the south by land owned by the Town of Millington, and by the east by property owned by Mountaire Farms, Maryland Transportation Authority, and the State of Maryland, Department of Natural Resources (see attached map). The future plans of this property are as follows:

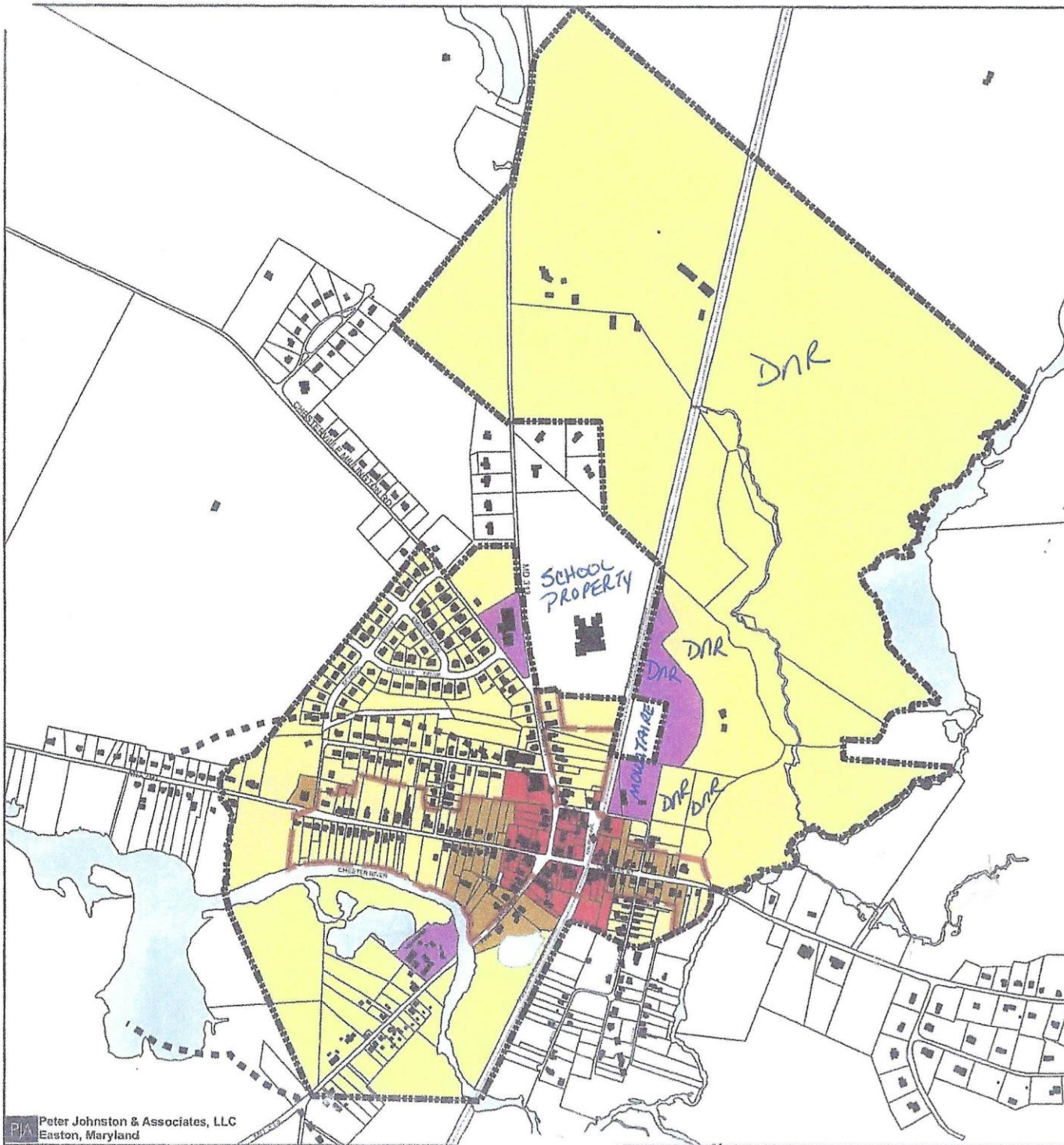
- Subdivide the parcel to allow for the current area leased to Millington Lions Club for a youth ballfield to continue without disruption;
- Inspect, secure, and sanitize playground equipment as a designated Town Park;
- Construct a community center with allocated space for future day-care facility/Pre-K facility, community food bank, possible medical services, contract with other governmental services, and small businesses; and
- Construct twenty independent senior housing units as part of proposed senior housing project in Mill Village with additional twenty units to be constructed at this site; -

The intention of this annexation and proposed use of the property is to foster good relationships with responsible design and development practices that are sustainable and provide for the economic well-being of the community, the Town of Millington and area residents of Kent and Queen Anne's Counties.

OFFICIAL ZONING MAP MILLINGTON, MARYLAND

Legend

- R-1 Rural Conservation
- R-2 Single Family Residential
- R-3 Old Town Residential
- TC Town Center District
- LI Light Industrial
- Corporate Boundary
- Community Design Overlay District
- Critical Area Boundary

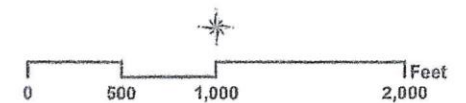


This is the official "Zoning District" map for Millington, Maryland as set forth in Section 80-19 of the Zoning Ordinance for Millington, Maryland.

Mayor _____ Date _____

Attest: _____

Town Clerk _____ Date _____



Annexation Proposal for the lands of
Mountaire Farms of DE, Inc.
E/S Delaware Railroad Avenue, Millington, MD 21651
Map 400, Parcel 0258, Liber MLM 00197/00088
Containing 2 acres

This proposal plan is to act as an instrument to demonstrate our intent to annex the property listed above into the corporate limits of the Town of Millington, MD. The property is currently zoned Village in the Kent County Land Use Code (see attached Zoning Map and Land Use Code, Section 3).

The proposed annexation will consist of the entire 2.00-acre property adjoining the Town boundaries at the south by land owned by the Mountaire Farms of DE, Inc., and by the east and north by property owned by the State of Maryland, Department of Natural Resources and west by private property owners located within the Town of Millington (see attached map).

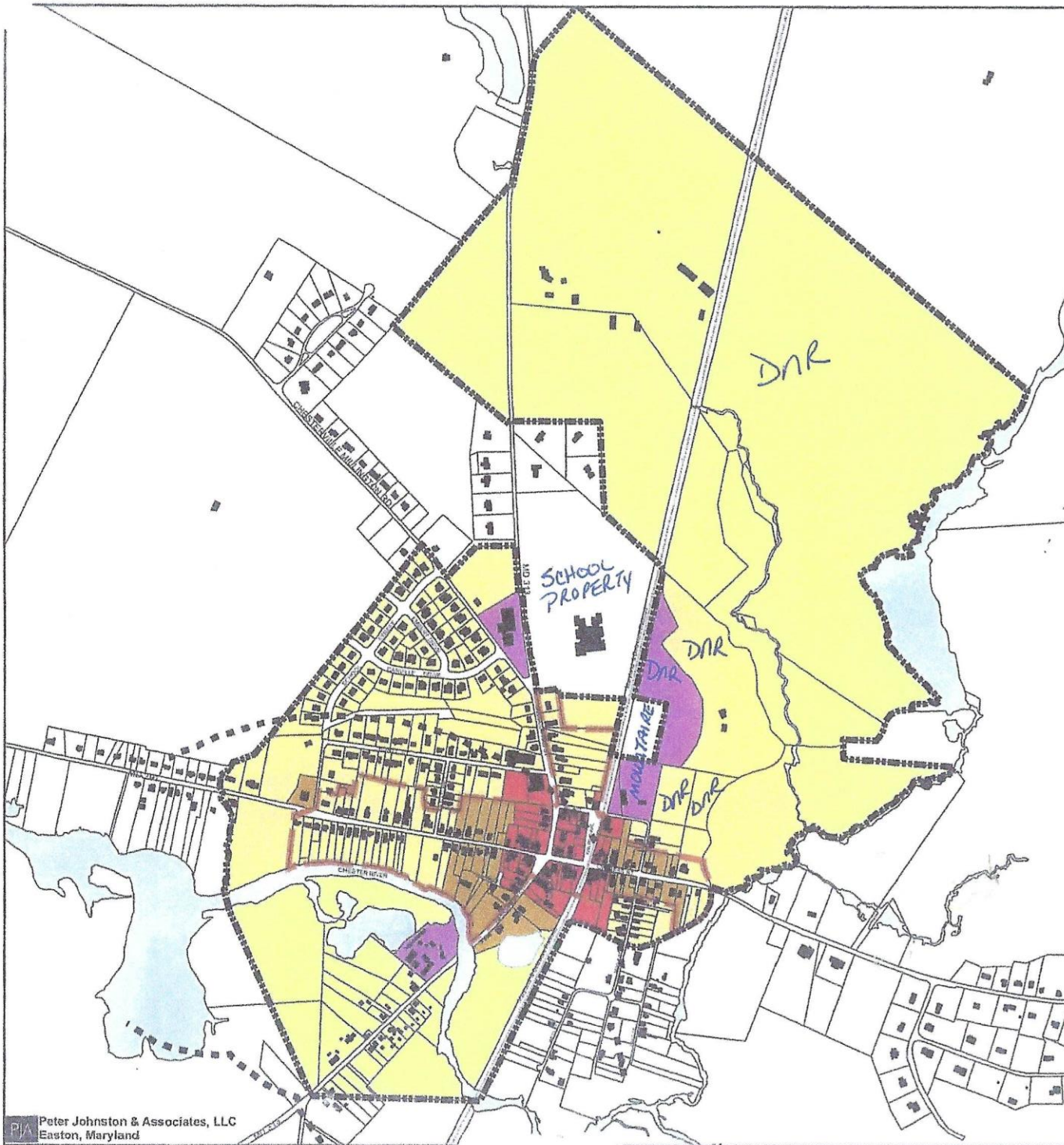
This proposed annexation is in conjunction with the future annexation of property located at 172 Sassafras Street, the old Elementary School property. It is anticipated the property at 172 Sassafras Street will be purchased and transferred to the Town of Millington within the next 180 days for the purpose to refurbish and develop into senior housing and a community center for area residents.

The intention of this annexation and proposed use of 172 Sassafras Street is to foster good relationships with responsible design and development practices that are sustainable and provide for the economic well-being of the community, the Town of Millington and area residents of Kent and Queen Anne's Counties.

OFFICIAL ZONING MAP MILLINGTON, MARYLAND

Legend

- R-1 Rural Conservation
- R-2 Single Family Residential
- R-3 Old Town Residential
- TC Town Center District
- LI Light Industrial
- Corporate Boundary
- Community Design Overlay District
- Critical Area Boundary

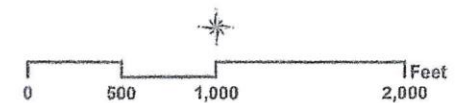


This is the official "Zoning District" map for Millington, Maryland as set forth in Section 80-19 of the Zoning Ordinance for Millington, Maryland.

Mayor _____ Date _____

Attest: _____

Town Clerk _____ Date _____





Jamie Williams, Director, Economic and Tourism Development
8/23/2022
County Commissioners Meeting

Item Summary:

Chestertown hotDesks Agreements and Update

ATTACHMENTS:

Description

08.23.22 Assignment of Coworking Space Agreement, Between Eastern Shore Entrepreneurship Center, Inc., and the County Commissioners of Kent County, Space Managing of hotDesks, 903 Washington Ave, Chestertown

08.23.22 Trade-Name License Agreement, Between Eastern Shore Entrepreneurship Center, Inc. and the County Commissioners of Kent County, Owner of the Name hotDesks

Terms of Use

Membership Levels

ASSIGNMENT OF COWORKING SPACE AGREEMENT

THIS ASSIGNMENT OF COWORKING SPACE AGREEMENT (the "Agreement") made and entered into this ~~9th~~^X day of August 2022 (the "Execution Date"),
23rd

BETWEEN:

Eastern Shore Entrepreneurship Center, Inc. of 8737 Brooks Dr. Suite 101 Easton MD 21601
(the "Assignor")

OF THE FIRST PART

and

The County Commissions of Kent County of 400 High St, Chestertown, MD 21620
(the "Assignee")

OF THE SECOND PART

BACKGROUND

- a. The Assignor is a non-profit which carries on the Space of managing "hotDesks" in Chestertown, MD a Coworking Space at 903 Washington Av. Chestertown MD 21620 (the "Space").
- b. The Assignor owns the assets of the Space and desires to transfer and assign certain assets (the "Assets"), to the Assignee, subject to any exclusions set out in this Agreement and the Assignee desires to buy the Assets.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:
 - a. The "Assets" to be included in this Agreement include all assets of the Assignor located in Chestertown, MD. There are no excluded assets. The Assets consist of the following:
 - i. all equipment (furniture) available in hotDesks Chestertown, MD;

- ii. current monthly membership income in the form of subscriptions by coworking members based in the Chestertown location; and
- b. "Closing" means the completion of the assignment of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets; and
- c. "Parties" means both the Assignor and the Assignee and "Party" means any one of them.

Assignment

- 2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Assignor agrees to assign the Assets to the Assignee and the Assignee agrees to accept the Assets from the Assignor.

Assignment Price

- 3. The Parties agree that the Assignment of the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

All equipment (furniture) available in hotDesks	\$4,000.00
Current monthly Space income in the form of memberships by coworking members attending	\$471.00
Books, records, files, and processes	\$3,000.00
Assignment Price	\$100

Closing

- 4. The Closing of the assignment of the Assets will take place on the 8th day of July 2022 (the "Closing Date") at the offices of the Assignor or at such other time and place as the Parties mutually agree

Payment

- 5. The Assignment Price for the Assets will be paid by the Assignee in one lump sum payment to the Assignor in the form of a check.

Assignor's Representations and Warranties

6. The Assignor represents and warrants to the Assignee that:
- a. the Assignor has full legal authority to enter into and exercise its obligations under this Agreement;
 - b. the Assignor is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances, or rights of others. The Assignor is exclusively entitled to possess and dispose of the Assets;
 - c. no third-party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future;
 - d. the Assignor does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Space or the Assets, except for any material contracts described in, and/or attached to this Agreement. The Assignor represents and warrants that no material default or breach exists with regard to any presently outstanding material contract;

Assignee's Representations and Warranties

7. The Assignee represents and warrants to the Assignor the following:
- a. the Assignee has full legal authority to enter into and exercise its obligations under this Agreement;
 - b. the corporate Assignee has all necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Assignee;

Conditions Precedent to be Performed by the Assignee

8. The obligation of the Assignor to complete the assignment of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Assignee, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Assignor and may be waived by the Assignor entirely or in part:
- a. all of the representations and warranties made by the Assignee in this Agreement will be true and accurate in all material respects on the Closing Date; and

- b. the Assignee will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Assignee in connection with the execution of this Agreement.

Conditions Precedent to be Performed by the Assignor

- 9. The obligation of the Assignee to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Assignor, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Assignee and may be waived by the Assignee entirely or in part:
 - a. all of the representations and warranties made by the Assignor in this Agreement will be true and accurate in all material respects on the Closing Date;
 - b. the Assignor will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Assignor for the proper execution of this Agreement and transfer of the Assets to the Assignee;
 - c. the Assignor will have obtained any necessary consents for assigning any leases to the Assignee as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties;
 - d. the Assignor will provide the Assignee with complete information concerning the operation of the Assignor, in order to put the Assignee in a position to carry on in the place of the Assignor.

Non-Assumption of Liabilities

- 10. It is understood and agreed between the Parties that the Assignee is not assuming and will not be liable for any of the liabilities, debts or obligations of the Assignor arising out of the ownership or operation of the Assignor prior to and including the Closing Date.

Transfer of Third-Party Contracts

- 11. This Agreement is not to be construed as an assignment of any third-party contract from the Assignor to the Assignee if the assignment would be a breach of that third party contract.

12. The Assignee will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Assignor to the Assignee.
13. Notwithstanding any other provision in this Agreement to the contrary, the Assignor will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Assignor resulting from the failure of the Assignee to acquire any third-party contracts.

Additional Clause

14. The Assignor will continue to own the mark "hotDesks" and will continue to host the hotdesks.com website to send leads to the Assignee. The Assignee is not bound to call the coworking space hotDesks, but the Assignee has permission to use the brand name "hotDesks" per the terms of a separate licensing agreement.

Assignee assumes all the responsibility and management of the coworking space, including the proper use of the hotDesks mark.

Eastern Shore Entrepreneurship Center will allow other coworking space operators to use the mark since it's well positioned in the Eastern Shore and has a good online presence.

Severability

15. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
16. Where any provision in this Agreement is found to be unenforceable, the Assignee and the Assignor will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

17. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.
18. The courts of the State of Maryland will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

General Provisions

19. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
20. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ~~9th~~ day of August 2022.
23rd

Eastern Shore Entrepreneurship Center

Per:  (Seal)
Mike Thielke
Executive Director

The County Commissioners of Kent County

Per:  (Seal)
P. Thomas Mason 08/23/22
President

Trade-Name License Agreement

THIS AGREEMENT is made by and between EASTERN SHORE ENTREPRENEURSHIP CENTER, INC. a nonstock corporation (hereinafter referred to as "Licensor"), and THE COUNTY COMMISSIONS OF KENT COUNTY (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Licensee acknowledges that licensor is the owner of the name "hotDesks" and any variation thereof (the "Name"); and WHEREAS, Licensee is desirous of using the Name in connection with hotDesks in Chestertown, Maryland.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Grant of License. Licensor hereby grants to Licensee and Licensee hereby accepts the right, privilege, and nonexclusive license to use the Name solely in connection with a coworking space in Chestertown, Maryland (the "Business"). Licensee shall use the Name at all times for the Business and no other purposes. Licensor represents and warrants that, to the best of its knowledge, it owns the rights to the Name.
2. Term. The term of the license hereby granted shall be effective upon the date of execution of this Agreement and shall continue for three (3) years, unless sooner terminated in accordance with the provisions hereof.
3. License Fee. Licensee shall pay to Licensor, as a license fee for the use of the Name, \$1.00.
4. Nonexclusivity. Nothing in this Agreement shall be construed to prevent Licensor from granting any other licenses for the use of the Name or from utilizing the Name in any manner whatsoever.
5. Good Will. Licensee recognizes that there exists great value and good will associated with the Name and acknowledges that the Name and all rights therein and good will pertaining thereto belong exclusively to Licensor, and that the Name has a secondary meaning in the mind of the public.
6. Licensor's Title and Protection of Licensor's Rights.

(a) Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of Licensor in and to the Name or attack the validity of the license granted

herein.

(b) Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor's right to the Name, and Licensor, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify Licensor in writing of any infringements or imitations by others of the Name which may come to Licensee's attention, and Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Licensee shall not institute any suit or take any action on account of any such infringements or imitation without first obtaining the written consent of the Licensor so to do.

(c) Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Name, and Licensor shall reimburse Licensee its reasonable costs for such cooperation (unless Licensee is in breach of this Agreement). It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to the Licensee of any right, title or interest in or to the Name, it being understood that all rights relating thereto are reserved by Licensor, except for the license hereunder to Licensee of the right to use and utilize the Name only as specifically and expressly provided in this Agreement. Licensee hereby agrees that at the termination or expiration of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any trade rights, equities, good will, titles or other rights in and to the Name which may have been obtained by Licensee or which may have vested in Licensee in pursuance of any endeavors covered hereby, and that Licensee will execute any instruments requested by Licensor to accomplish or conform the foregoing. Any such assignment, transfer or conveyance shall be without other consideration than the mutual covenants and considerations of this Agreement.

6. Inspection. Licensor, or its nominee, shall have access to the Business during normal business hours and to books and records of Licensee for the purpose of ensuring compliance with this Agreement.

7. Use of Name. Licensee shall have no right to affix the Name to any building, sign, merchandise, or other item without first obtaining Licensor's express written consent, which consent shall be within the reasonable discretion of Licensor.

8. Termination.

(a) Licensee may terminate this Agreement, and if terminated by Kent County, the party agrees to discontinue using the hotDesks trade name.

(b) The license rights granted hereunder may be terminated by Licensors upon immediate notice without the opportunity to cure should any of the following events occur:

(i) Licensee shall fail or refuse to perform any other obligation created by this Agreement of Licensee breaches any term or condition of this Agreement or any other agreement between Licensee and Licensors or its affiliates; or

(ii) Licensee has made any misrepresentations relating to the acquisition of the license granted herein, or Licensee or any of Licensee's shareholders, officers, directors, or managing personnel engages in conduct which reflects unfavorably on the Name or upon the operation and reputation of the Licensors's business; or

(iii) Licensee or any of Licensee's shareholders, officers, directors, or managing personnel is convicted of a felony or any other criminal misconduct which is relevant to the operation of the business of Licensee.

In the event of termination of this License for any reason, Licensee shall immediately cease all use of the Name and shall not thereafter use any name, mark, or trade name similar thereto. Termination of the license under the provisions of this Section 9 shall be without prejudice to any rights which Licensors may otherwise have against Licensee.

9. Compliance with Laws and Regulations. Licensee shall, and shall cause its shareholders, officers, directors, and managing personnel to, comply with all laws, rules, and government regulations pertaining to its business and shall not violate any laws which would create an adverse effect on the Name.

10. Relationship of Parties. Licensee shall not in any manner or respect be the legal representative or agent of Licensors and shall not enter into or create any contracts, agreements, or obligations on the part of Licensors, either expressed or implied, nor bind Licensors in any manner or respect whatsoever; it being understood that this Agreement is only a contract for the license of the Name.

11. Name Ownership. Licensee agrees that the Name is the sole property of Licensor, and that Licensee has no interest whatsoever in such Name, and Licensee shall use the Name only for so long as the license granted hereby remains in full force and effect. Licensee shall not take any actions, or aid or assist any other party to take any actions, which would infringe upon, harm, or contest the proprietary rights of Licensor in and to the Name.

12. Other Licensees. Licensee agrees not to interfere in any manner with or attempt to prohibit the use of the Name by, any other licensee duly licensed by Licensor. Licensee further agrees to execute any and all documents and assurances reasonably requested by Licensor to effectuate the licensing of the Name to any other party and agrees to cooperate fully with Licensor or any other licensees of Licensor to protect Licensor's lawful authority to use the Name.

SIGNED AND DELIVERED

For and on behalf of EASTERN SHORE ENTREPRENEURSHIP CENTER, INC.

< Licensor>



Michael Thielke, Executive Director

Dated:

SIGNED AND DELIVERED

For and on behalf of THE COUNTY COMMISSIONS OF KENT COUNTY

< Licensee>



P. Thomas Mason, President

Dated: August~~24~~²³ 2022



TERMS OF USE

1. ACCEPTANCE OF TERMS

The services hotDesks.org provides to you, the undersigned (including but not limited to use of office space and access to the internet), are subject to the following Terms of Use ("TOU"). hotDesks.org reserves the right to update the TOU at any time without notice to you.

2. DESCRIPTION OF SERVICES

hotDesks.org may provide you with access to office space, work stations, internet, office equipment, conference space, knowledge resources, and other services as hotDesks.org may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services in any manner that could damage, disable, overburden, or impair any hotDesks.org server, or the network(s) connected to any hotDesks.org server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, accounts, computer systems, or networks connected to any hotDesks.org server or any of the Services, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement, or other instrument or obligation to which you are a party.

4. USE OF SERVICES

You agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through hotDesks.org servers;
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright or trademark laws (or by rights of privacy or publicity)

unless you own or control the rights thereto or have received all necessary consent to do the same;

- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or another proprietary right of any party;
- Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property or another;
- Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Restrict or inhibit any other user from using and enjoying the Services; Violate any code of conduct of other guidelines which may be applicable for any particular Service (including the landlord's Building Rules);
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violate any applicable laws or regulations; and
- Create a false identity to mislead others.

5. HOTDESKS.ORG RESERVES THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION ABOUT YOU

Your participation in and use of the Services as hotDesks.org deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuel post, or remove any information or materials, in whole or in part, in hotDesks.org sole discretion.

6. CONFIDENTIALITY

You agree that when participating in or using the Services, you will:

- Acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by hotDesks.org or any participant or use of the Services or any employee, affiliate, or agent thereof that is nonpublic, confidential, or proprietary in nature. Confidential Information also includes without limitation, information about the business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, and any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of hotDesks.org, any analyses, compilations, studies or other documents prepared by hotDesks.org or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.
- Participation in and/or use of the Services obligates you to
 1. Maintain all Confidential Information in strict confidence;
 2. Not to disclose Confidential Information to any third parties;
 3. Not to use the Confidential Information in any way directly or indirectly detrimental to hotDesks.org or any participant or use of the Services.

- All Confidential Information remains the sole and exclusive property of hotDesks.org or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright, or other intellectual property or proprietary rights of hotDesks.org or any participant or user of the Services

7. PARTICIPATION IN OR USE OF SERVICES

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that neither hotDesks.org nor any of its location landlords have any liability concerning your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, hotDesks.org provides the Services “as is” and with all faults, and hereby disclaim concerning the Services all warranties and conditions, whether express, implied, or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence, also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to the description in or the use of the Services, remains with you.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall hotDesks.org or its subsidiaries (whether or not wholly-owned), affiliates, division, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors, and assigns, jointly or individually as well as any location landlords be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for; loss of profits, loss of confidential of other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of hotDesks.org, and even if hotDesks.org has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages references above and all direct or general damages), the entire liability of hotDesks.org or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, representatives,

employees, successors and assigns as well as any location landlord under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (\$10.00). The foregoing limitations, exclusions, and disclaimers (including Sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. TERMINATION

hotDesks.org reserves the right to terminate any Service at any time. hotDesks.org further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

12. NON-DISPARAGEMENT

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding hotDesks.org, or any of hotDesks.org's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with the law.

13. INDEMNIFICATION

You release, and hereby agree to indemnify, defend and save harmless hotDesks.org and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, representatives, employees, successors, and assigns, jointly and individually, as well as any location landlord, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree if you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by hotDesks.org or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. SEVERABILITY

If any provision or portion of this TOU is determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

MEMBERSHIP LEVELS

FULL-TIME INDIVIDUAL

- \$125 per month
- Up to 7 days per week, 24/7 magnetic card access

PART-TIME INDIVIDUAL

- \$60 per month
- Up to 3 days per week, 24/7 magnetic card access

BASIC INDIVIDUAL

- \$30 per month
- Up to 1 day per week, 24/7 magnetic card access

FULL-TIME BUSINESS (UP TO THREE INDIVIDUALS IN SAME BUSINESS)

- \$250 per month
- Up to 7 days per week, 24/7 magnetic card access

PART-TIME BUSINESS (UP TO THREE INDIVIDUALS IN SAME BUSINESS)

- \$125 per month
- Up to 3 days per week, 24/7 magnetic card access

BASIC BUSINESS (UP TO THREE INDIVIDUALS IN SAME BUSINESS)

- \$75 per month
- Up to 1 day per week, 24/7 magnetic card access

DEDICATED OFFICES

- \$350 per month
- Up to 7 days per week, 24/7 magnetic card access
- Must be a startup less than 3 years

EXTRAS

24/7 Magnetic Card Access - \$25 replacement cards

Conference Room - \$20/hour based on availability, 2-hour max per use

Daily Pass - \$15

Weekly Pass - ??



Jamie Williams, Director, Economic and Tourism Development
8/23/2022
County Commissioners Meeting

Item Summary:

Rural Maryland Economic Development Fund

- Letter of Support for Kent County Projects
- Resolution to Support Upper Shore Regional Council \$10 Million

List of Projects

ATTACHMENTS:

Description

08.23.22 Support Letter, Lori, Ratzburg, Senior Director, Regional Growth & Retention, Maryland Department of Commerce, Rural Maryland Economic Development Fund Through Upper Shore Regional Council for Kent County Projects

08.23.22 Resolution 2022-12, Resolution of Support for Rural Maryland Economic Development Fund



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 23, 2022

Maryland Department of Commerce
Lori Ratzburg, Senior Director, Regional Growth & Retention
401 E. Pratt Street
Baltimore, MD 21202

Re: Support - Rural Maryland Economic Development Fund Through Upper Shore Regional Council for Kent County Projects

Dear Ms. Ratzburg:

The Kent County Commissioners of Kent County, Maryland solicited projects that support economic development in Kent County for the \$2,900,000 allocated by the Upper Shore Regional Council (USRC). Kent County received twelve applications that totaled more than \$6,900,000. There were no inferior projects submitted and the staff is committed to finding other opportunities to support and fund these projects.

At the Kent County Commissioners' meeting on August 3, 2022, three Kent County projects were approved for submission within the USRC's full application, totaling \$3,599,000. The Commissioners approved the additional funding needed to support these three projects through Kent County revenues. The three projects were the Worton Service District Water and Sewer Extension, Millington Wastewater Treatment Facility Expansion, and Route 213 Entrance for the Chestertown Business Campus. Projects were chosen due to their economic impacts, County priorities, and inclusion in previous planning documents approved by the County Commissioners.

Kent County is grateful for this transformational funding opportunity focused on the rural regions of the State of Maryland. Kent County worked with the USRC staff and the region's Economic Development Directors to vet projects that will create jobs and opportunities for growth. Kent County looks forward to working collaboratively with the USRC in its efforts to promote regional economic development.

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

P. Thomas Mason
P. Thomas Mason, President

Ronald H. Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member

KCC/jlw

cc: Susan O'Neill, Executive Director, Upper Shore Regional Council
Jamie L. Williams, Director, Economic and Tourism Development

RESOLUTION 2022-12

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**A RESOLUTION TO AUTHORIZE AND SUPPORT THE SUBMITTAL OF THE APPLICATION TO
THE MARYLAND DEPARTMENT OF COMMERCE FOR RURAL MARYLAND ECONOMIC
DEVELOPMENT FUND**

WHEREAS, the State of Maryland created a \$50 million Rural Maryland Economic Development Fund to boost economic development activity, stimulate private sector investment, and grow jobs in the state's rural regions; and

WHEREAS, Five rural regional councils, representing the Upper, Mid, and Lower Eastern Shore, Southern Maryland, and Western Maryland, will each receive \$10 million available through the Maryland Department of Commerce; and

WHEREAS, Kent County is eligible to apply for \$2.9 million in funds from the Rural Maryland Economic Development Fund through the Upper Shore Regional Council (USRC) for Kent County projects and the County Commissioners solicited projects that support economic development activity in the County; and

WHEREAS, Cecil and Queen Anne's Counties submitted projects for \$2.9 million each in funds from the Rural Maryland Economic Development Fund through the USRC; and

WHEREAS, The USRC will apply to utilize \$1.3 million in funds for regional projects; and

WHEREAS, the USRC's board approved the application on August 19, 2022, during a full council meeting; and

WHEREAS, the County Commissioners of Kent County, Maryland understand and acknowledge that they would be responsible for completion of grant activities and any corrective actions including the repayment of funds if necessary; and

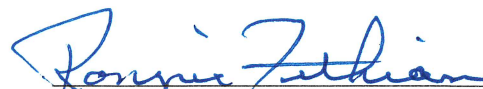
NOW, THEREFORE, BE IT RESOLVED, We, The County Commissioners of Kent County, hereby authorize and support the submittal of the application to the Maryland Department of Commerce for Rural Maryland Economic Development Fund in the amount of \$10 million this 23rd day of August 2022, to support economic development projects detailed in the application.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra Blackiston, Clerk


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

ADOPTED: August 23, 2022



Jamie Williams, Director, Economic and Tourism Development
8/23/2022
County Commissioners Meeting

Item Summary:

Worton Track Safety Project Funding Agreement

ATTACHMENTS:

Description

08.23.22 Project Funding Agreement, By and Between Maryland Department of Transportation, Maryland Transit Administration and the County Commissioners of Kent County, Regarding the Worton Track Safety Project

Project Funding Agreement
By and Between
Maryland Department of Transportation
Maryland Transit Administration
And
The County Commissioners of Kent County
regarding the
The Worton Track Safety Project

THIS PROJECT FUNDING AGREEMENT (“Agreement”) is entered into as of the _____ day of _____ 2022 by and between ***The County Commissioners of Kent County***, located at 400 High Street, Chestertown, Maryland 21620 (“***Kent County***”), and the Maryland Transit Administration, a modal agency of the Maryland Department of Transportation acting on behalf of the State of Maryland, located at 6 Saint Paul Street, Baltimore, MD 21202, a principal department of the State of Maryland (“MDOT MTA”) (hereinafter collectively referred to as the “Parties” or in the singular as “Party” as the context requires).

WHEREAS, MDOT MTA received a Federal Railroad Administration Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Discretionary grant (“Grant”) for the rehabilitation of track, replacement of a railroad switch, and drainage improvements for the Worton Track Safety Project (collectively, the “Project”); and

WHEREAS, the construction activities will require coordination and assistance from the ***KENT COUNTY***; and

WHEREAS, as part of the Grant, ***Kent County*** agrees to provide matching funds to MDOT MTA for eligible documented expenses related to the Project not to exceed \$10,000 dollars; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties hereto agree as follows:

1. Recitals

The above recitals are incorporated into this Agreement and made a part hereof.

2. Budget

- A. The parties agree that ***Kent County*** will provide matching funds as set forth in the project budget (“Budget”) (attached hereto as Exhibit A) and agreed to in the Project Support letter submitted as part of the Grant application (attached hereto as Exhibit B). The MDOT MTA shall adhere to the Budget and shall not exceed the amounts set forth therein.

3. Project Responsibilities

- A. The MDOT MTA is responsible for facilitating the coordination of all activities necessary for implementation of the Project (attached hereto as Exhibit C). The

MDOT MTA will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The MDOT MTA will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required project work
- Hold regularly scheduled project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve consultant/contractor invoices as appropriate for completed work
- Perform project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period

B. ***Kent County*** agrees to coordinate and provide assistance to the MDOT MTA as necessary or requested throughout the Project Performance Period.

4. Designated Representatives

MDOT's Designated Representative for this Project is:

John JT Thomas

Assistant Director, Office of Planning and Capital Programming
Rail & Intermodal Freight
7201 Corporate Center Drive
Hanover, Maryland 21076

The **Kent County** Designated Representatives for this Project is:

Jamie Williams, CEcD, Director
Economic and Tourism Development
Kent County Government Center
400 High Street, 3rd Floor
Chestertown, Maryland 21620

5. Federal Grant Requirements

- A. The terms, conditions and obligations of the Grant, as amended, between the FRA and MDOT MTA (“Grant Agreement”) as set forth as Exhibit D, attached hereto are incorporated herein by reference and are binding on **Kent County**. In the event of a conflict between the terms of this Agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail.

6. Reimbursement Process

- A. Payment of project funds, up to the maximum amount as set forth in the Budget, by **Kent County** shall be made on a reimbursable basis upon the MDOT MTA’s submission of proper invoices for such payment, subject to the following conditions:

All invoices for payment shall:

- (1) set forth actual expenditures incurred by the MDOT MTA in connection with the Project, and
 - (2) include a certification by the MDOT MTA that all costs charged to the Project and to be funded with **Kent County** monies are supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges, and
 - (3) the certification by the MDOT MTA shall certify, to the best of its knowledge, the information submitted is accurate, complete, and current and has not previously been submitted for reimbursement.
 - (4) include a comprehensive monthly progress report.
 - (5) Payment shall only be made for costs incurred by the MDOT MTA during the Period of Performance of this Agreement except to the extent that the Grant Agreement authorizes the eligibility of pre-award costs.
- B. The MDOT MTA will submit an invoice to **Kent County** at end of the Project’s Performance Period unless otherwise agreed to and documented by the MDOT MTA and **Kent County**.

- C. The MDOT MTA shall provide any additional documentation or information required by **Kent County** to reconcile an invoice for payment in accordance with the terms of this Agreement.
- D. If, when the Project has been completed, one party owes payment to the other, the party that owes payment to the other shall make such payment within thirty (30) days of being notified that the payment is due, or the resolution of any issues related to the outstanding payment, whichever occurs later.
- E. Notwithstanding the foregoing, in the event of a dispute with respect to any item of cost shown on an invoice or any supporting documentation supplied by the MDOT MTA, **Kent County** shall not be required to pay such disputed amount pending resolution of the dispute pursuant to Section 12 of this Agreement. The MDOT MTA shall continue work on the Project pending resolution of the dispute. If the resolution of the dispute confirms that the MDOT MTA was entitled to payment of the disputed amount, **Kent County** shall promptly submit such payment.

7. Period of Performance

The Period of Performance shall extend from the date of execution through March 29, 2024. The MDOT MTA shall adhere to the Schedule set forth in Exhibit B.

8. Changes

This Agreement may be modified only by written instrument, executed by the MDOT MTA and **Kent County**.

9. Applicable Law

This Agreement shall be construed in accordance with the Constitution and laws of the State of Maryland.

10. Termination of Agreement

- A. This Agreement may be terminated by MDOT MTA at any time for convenience whenever MDOT MTA determines that such termination is in the best interest of the State.
- B. In the event that **Kent County** fails to perform as required under this Agreement, MDOT MTA may terminate the Agreement for default. Termination shall be effective by serving a notice of termination on **Kent County** setting forth the manner in which **Kent County** is in default.

- C. MDOT MTA, in its sole discretion may, in the case of termination for breach or default, allow **Kent County** time to cure the default. In such case, if **Kent County** fails to remedy to MDOT MTA's satisfaction the breach or default of any terms, covenants, or conditions of this Agreement within 10 business days after receipt of the written notice from MDOT MTA setting forth the nature of the breach or default, MDOT MTA shall have the right to terminate the Agreement without any further action. Any such termination for default shall not in any way operate to preclude MDOT MTA from also pursuing all additional available remedies against **Kent County** for said default or breach.
- D. In the event FRA terminates its Grant Agreement, FRA funding is reduced below the level set forth in Section 2, or MDOT MTA determines the Project will not be completed on Schedule within Budget, MDOT MTA will follow the procedures set forth in this Section 10, including, but not limited to, termination for convenience. In that event, the MDOT MTA will keep all monies previously paid by **Kent County** for all costs incurred prior to termination, in accordance with the provisions of this Agreement.

11. No Third-Party Beneficiary

It is specifically agreed between MDOT MTA and **Kent County** that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein. Notwithstanding any MDOT MTA oversight or approval, **Kent County** shall not be subject to any obligations or liabilities to any third-party contractor relating to this Project. **Kent County** shall include the foregoing provisions in any subcontract to be funded under this Agreement.

12. Disputes

In the event of a dispute between the parties in connection with this Project, the Designated Representatives shall attempt to resolve the dispute. If the Designated Representatives cannot resolve the matter within thirty (30) days, then the matter will be submitted to MDOT's Assistant Secretary for Transportation Policy and Freight, and **Kent County**. If they are unable to resolve the dispute within sixty (60) days, the parties agree that the matter may be decided by a mutually agreeable form of alternative dispute resolution, or in a court of competent jurisdiction within the State of Maryland. The parties acknowledge that MDOT MTA cannot, in any event, agree to binding arbitration.

13. Rights and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed by law. No action or failure to act by MDOT MTA or **Kent County** shall constitute a waiver of any right or duty afforded either of them under

this Agreement, nor shall such action or failure to act constitute an approval of or acquiescence in any breach by the other party.

14. Notices

All notices hereunder shall be in writing and shall be transmitted either by (i) certified or registered United States mail, return receipt requested, (ii) facsimile transmission; (iii) expedited delivery service; (iv) personal delivery service or (v) e-mail, return receipt requested, to the appropriate address of such party set forth below:

If to ***MDOT MTA*** (name): **John JT Thomas**
Assistant Director, Office of Planning and Capital
Programming
Rail & Intermodal Freight
7201 Corporate Center Drive
Hanover, Maryland 21076
jthomas33@mdot.maryland.gov

If to ***Kent County*** (name): **Jamie Williams, CEcD, Director**
Economic and Tourism Development
Kent County Government Center
400 High Street, 3rd Floor
Chestertown, Maryland 21620
jwilliams@kentgov.org

15. Severability

A. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction,

- (1) such provision shall be fully severable; and
- (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

16. Entire Agreement

This Agreement sets forth the entire understanding of the MDOT MTA and ***Kent County*** relating to the funding of the Project with Grant funds and supersedes all previous discussions, whether oral or written, relating to the Project or the funding thereof.

17. Counterparts

This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

18. Successors and Assigns

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

The Next Page Is the Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

MARYLAND TRANSIT ADMINISTRATION

By: _____
Holly Arnold
Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Assistant Attorney General

WITNESS:

Sandra M. Bluchstein
08/23/22

THE COUNTY COMMISSIONERS OF KENT
COUNTY

By: P. Thomas Mason

P. Thomas Mason, President

Exhibit List

Exhibit A - Grant Budget

Exhibit B - Letters of Support

Exhibit C - Statement of Work

Exhibit D - Grant Agreement

Exhibit A
Proposed Project Budget

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Detailed Project Work Plan	\$0	\$0	\$0
2	Final Design	\$0	\$0	\$0
3	Construction	\$2,500,000	\$2,500,000	\$5,000,000
4	Project Closeout	\$0	\$0	\$0
Total		\$2,500,000	\$2,500,000	\$5,000,000

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,500,000	50%
Non-Federal Contribution	\$2,500,000	50%
<i>Maryland Department of Transportation Maryland Transit Administration</i>	<i>\$2,185,000</i>	<i>87.4%</i>
<i>Maryland Department of Commerce</i>	<i>\$100,000</i>	<i>4%</i>
<i>The Maryland and Delaware Railroad Company</i>	<i>\$100,000</i>	<i>4%</i>
<i>Delmarva Central Railroad</i>	<i>\$5,000</i>	<i>0.2%</i>
<i>The County Commissioners of Kent County</i>	<i>\$10,000</i>	<i>0.4%</i>
<i>Eastman Specialties Corporation</i>	<i>\$100,000</i>	<i>4%</i>
Total Project Cost	\$5,000,000	100%

Exhibit B
Letters of Support

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHIELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

June 16, 2020

Ronald Batory, Administrator
United States Department of Transportation
Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Mr. Batory:

The Board of Kent County Commissioners supports the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) application in response to the Federal Railroad Administration's (FRA) FY2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Notice of Funding Opportunity (NOFO). Grant funds would support the MDOT MTA Freight Rail Chestertown Line: Worton Track Safety Project. The Chestertown Line is owned by MDOT MTA and provides an essential rail connection supporting the economies of rural communities in Kent County, Maryland, and is a critical component to supporting regional freight movement. Freight service on the Chestertown Line links commodity producers and consumers to the national transportation network and supports economic vitality and growth in this rural area.

The proposed project will rehabilitate two sections of active freight railroad in Worton, Maryland, replacing deteriorated track materials at or near the end of their useful life. These improvements will ensure uninterrupted and safe freight rail service and guarantee vital freight and economic links in the region. The project will restore and enhance critical transportation infrastructure, improve drainage, and ensure access to key regional agricultural and industrial businesses while mitigating the shift of transport to trucks on local roadways. The CRISI grant would support essential track rehabilitation priorities in bringing the Chestertown Line to short line rail industry standards.

To demonstrate Kent County's support of the MDOT MTA Freight Rail Chestertown Line: Worton Track Safety Project, the County Commissioners agree to provide matching funds in the amount of \$10,000 toward construction. Kent County appreciates your consideration of this MDOT MTA application as it is a top priority for freight movement on the Eastern Shore of Maryland.



Ronald Batory, Administrator, United States Department of Transportation, Federal Railroad
Administration
Support Letter
June 16, 2020
Page 2 of 2

Very Truly Yours,
THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "P. Thomas Mason".

P. Thomas Mason, President

A handwritten signature in blue ink that reads "Ronnie Fithian".

Ronald H. Fithian, Member

A handwritten signature in blue ink that reads "Robert N. Jacob, Jr.".

Robert N. Jacob, Jr., Member

cc: Jamie Williams, Director, Economic Development
James Luff, Chair, Economic Development Commission

Exhibit C
Statement of Work

Maryland Department of Transportation Maryland Transit Administration
Freight Rail Chestertown Line: Worton Track Safety Project
Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program 2020

I. AUTHORITY

Authorization	49 U.S.C. § 24407 (c)(7)
Funding Authority/Appropriation	Section 11301 of the Fixing America's Surface Transportation (FAST) Act, Pub. L. 114-94 (2015); Further Consolidated Appropriations Act, 2020, Division H, Title I, Public Law 116-94 (December 20, 2019).
Notice of Funding Opportunity	Title: Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program 2020, Document Citation: D85 FR 21923 Document Number: 2020-08226 Publication Date: April 20, 2020

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

II. BACKGROUND

This Agreement funds the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) to support the deployment of the Freight Rail Chestertown Line: Worton Track Safety Project. The MDOT MTA owns several active freight railroad lines on the Eastern Shore of Maryland. All the active MDOT MTA-owned lines are operated by The Maryland and Delaware Railroad Company (MDDE) under an operating agreement. The MDDE is a Class III railroad, also known as a short line railroad. Typical commodities shipped along these lines include grain and other agricultural products, fertilizer, chemicals, and construction materials. The Chestertown Line (17.1 miles) connects to the MDOT MTA-owned Centreville Line (34.7 miles), which connects to the Delmarva Central Railroad (DCR) at Townsend, Delaware. This grant addresses the most critical section near the end of the Chestertown Line at Worton.

The project supports the rehabilitation of two sections within a 1.4-mile segment of the Chestertown Line, located in Kent County, Maryland. The first section of the project is located between Mile Post 15.25 and Mile Post 15.49 and will involve the replacement of rail, crossties, ballast, and drainage improvements. The second section of the project is located between Mile Post 16.12 and Mile Post 16.65 and will involve replacement of rail, crossties, and ballast; drainage improvements, and replacement of a deteriorated switch serving the Eastman Specialties facility at Worton. Final lining and surfacing of the track will

occur after 30 days of freight deliveries to ensure ballast consolidation. The completed project will address safety concerns and extend the life cycle of track to support continued safe operation of the Chestertown Line. A map of the project area is shown in **Figure 1**.

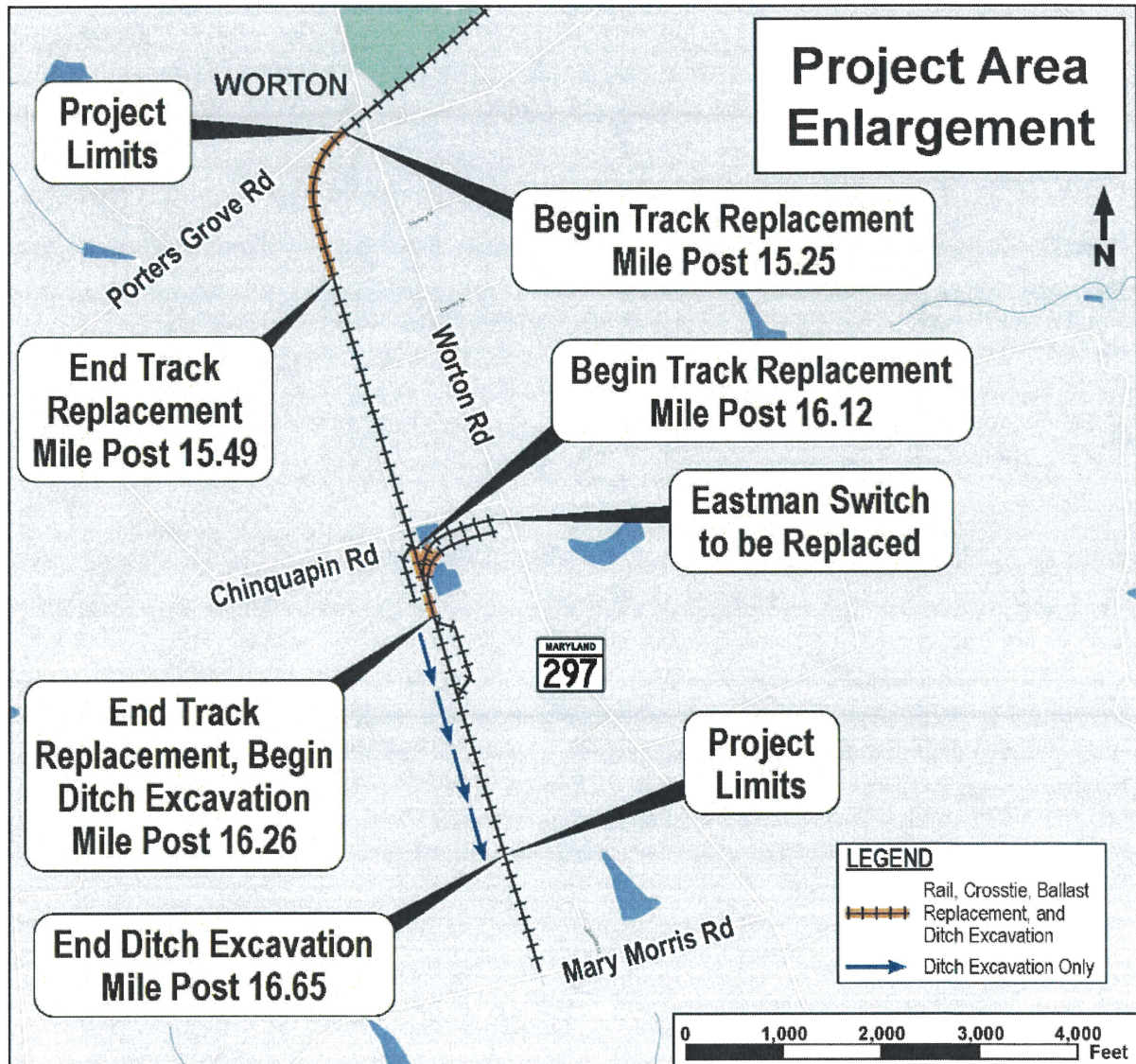


Figure 1 – Project Area Map

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements are complete. FRA approved a Categorical Exclusion for this project on December 16, 2020.

III. OBJECTIVE

The Chestertown Line is in a state of poor repair due to crosstie deterioration as well as frequent flooding, requiring low speed operation. As track conditions continue to deteriorate, the likelihood of derailments increases, and conditions could reach a point where safe operation of the line is no longer possible.

The project will rehabilitate about 1,960 feet of track, including installation of new rail, crossties, ballast, and in-kind replacement of the Eastman switch using a new No. 8 turnout. The project will also include drainage improvements to address flooding and saturation of the track bed. Project benefits include:

- Continued and improved freight rail service to existing customers
- Reduced rail wear with super-elevated track through the Worton curve
- Reduced maintenance by replacing worn and obsolete 85 lb. PR and 100 lb. PS rail with 115 lb. RE rail
- Extended useful lifespan of track by improving drainage with new ballast and ditching to minimize deterioration of crossties
- Reduced risk of derailment on the Worton Curve and operating speeds consistent with the remainder of the rail line
- Support of employment and economic development opportunities in Kent County
- Ensured long-term economic benefits for the local, state, and regional economies
- Improved economic development potential in this rural area
- Opportunities to attract new businesses that desire enhanced access to the national freight rail network
- Improved safety and sustainability by rehabilitating track to provide a safer and more efficient bulk freight transportation alternative to moving goods by truck
- Support the U.S. DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative that addresses the unmet transportation needs in rural areas

The result of the project will ensure continued safe operation of freight rail service to customers along the Chestertown Line and provide opportunity for development of rail-served business in Kent County. Replacement of the deteriorated switch at Eastman Specialties will ensure continued safe delivery of materials to the facility at Worton, and track rehabilitation and drainage improvements will reduce the likelihood of derailments or eventual shutdown of the Chestertown Line due to track deterioration.

IV. PROJECT LOCATION

The Chestertown Line is located in Kent County, Maryland, in Maryland Congressional District 1. The project will focus on two areas within about 1.4 miles of Chestertown Line right of way. The first area is located between Mile Post 15.25 and Mile Post 15.49, and the second between Mile Post 16.12 and Mile Post 16.65. A map of the Chestertown Line and project location is shown in **Figure 2**.

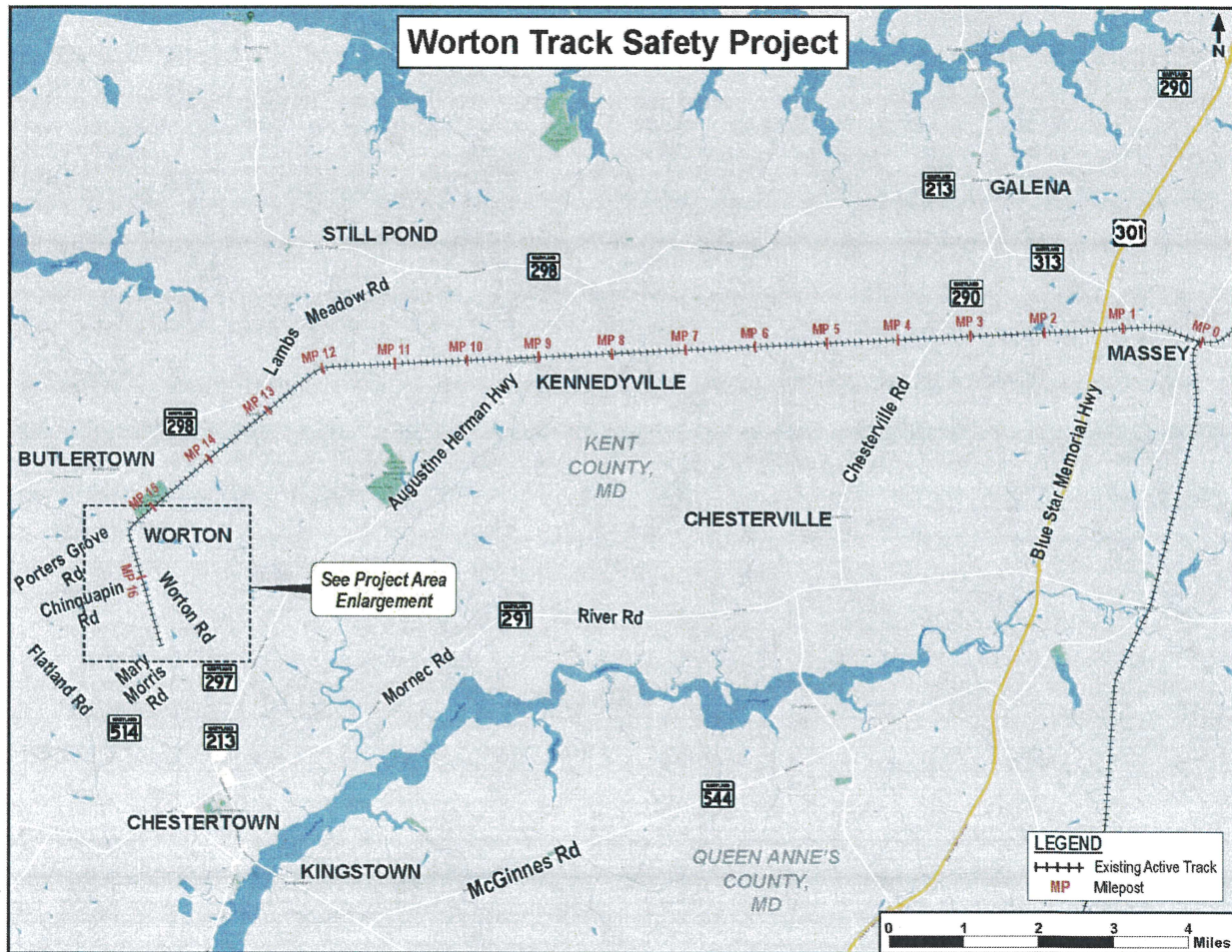


Figure 2 – Project Location Map

IV. DESCRIPTION OF WORK

The work for this project will address deteriorated track conditions on the Chestertown Line at Worton. The completed project will replace rail, crossties, ballast, the Eastman switch, and improve drainage to ensure continued safe operation of the Chestertown Line in support of local economic activity and growth.

Task 1: Detailed Project Work Plan, Budget, and Schedule

The MDOT MTA will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan

will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, and the Categorical Exclusion. Similarly, agreements governing the construction, operation and maintenance of the project will also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The MDOT MTA acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the approval in writing from FRA is received, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements

Task 2: Final Design

The MDOT MTA will prepare and submit to FRA for acceptance, a Final Design (FD) plan set with a cost estimate, which will include the following items:

- The MDOT MTA's design submittals will include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The MDOT MTA will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location.
- The MDOT MTA will prepare design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, turnout sizes; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; passenger stations, building(s), platforms, and vertical circulation.
- For projects geared mainly to state-of-good-repair type of work including track rehabilitation and in-kind replacement of track elements, an annotated track chart showing location and limits of work will be sufficient.
- Detailed Cost Estimate: The FD Signature Plans shall include a detailed and itemized construction cost estimate that will include all of the proposed construction elements with their respective unit cost, quantity, and total cost, and with appropriate level of contingencies to account for unknown conditions.
- Construction project implementation schedule in a format approved by FRA that incorporates an appropriate allowance for schedule risk.
- Construction work will not proceed until FRA accepts Final Design.

Task 2 Deliverables

- Final Design Documents for FRA Engineering's Acceptance

- Construction Estimate
- Construction Specifications

Task 3: Construction

The MDOT MTA will complete construction of the project in accordance with the approved CE and the Final Design approved by FRA. The MDOT MTA will not allow any construction contractor to begin construction under this Agreement prior to completion of Tasks 1 and 2. The MDOT MTA is responsible for ensuring that all mitigation commitments identified in the Categorical Exclusion and any associated permits are implemented during construction.

Task 3.1 – Mobilization and Site Clearing

This will include assembly of equipment and materials and establishing staging areas and site access points. Final maintenance of traffic (MOT) plans will be implemented.

Task 3.2 – Worton Curve Improvements

The Worton Curve improvements include work from approximate Mile Posts 15.25 to 15.49, which includes rail, crosstie and ballast replacement; drainage improvements; and final lining and surfacing. Specific quantities include:

- Replacement of existing 100 lb. PS rail with 115 lb. RE rail (2,540 linear feet)
- Installation of 768 new standard timber crossties
- Removal and replacement of existing ballast beneath new track (1,190 tons)

Task 3.3 – Eastman Siding Improvements

The Eastman Siding Improvements include work from approximate Mile Posts 16.12 to 16.65, which includes rail, crosstie and ballast replacement; drainage improvements; in-kind replacement of the Eastman switch using a new No. 8 turnout, and final lining and surfacing. Specific quantities include:

- Replacement of existing 85 lb. PR and 100 lb. PS rail with 115 lb. RE rail (1,300 linear feet)
- Installation of 392 new standard timber crossties
- Removal and replacement of existing ballast beneath new track (610 tons)
- Undercutting and replacing subgrade at locations indicated (810 cubic yards)

Task 3.4 – Final Clean Up and Miscellaneous Drainage Items

This task will include final ditch grading, sweeping ballast off the top of ties, and general ballast dressing and cleaning, removal of erosion & sediment control devices when approved, as well as restoration of any of the mobilization or temporary access areas.

Task 4: Project Close-Out

The MDOT MTA will complete the Final Performance Report and close-out documentation.

Task 4 Deliverables:

- Final Performance Report (the final deliverable listed in the “description of work” section of the SOW must be the Final Performance Report. This report must be submitted within 120 days of the end of the grant’s period of performance and should describe the cumulative activities of the project, including a complete description of the Grantee’s achievements with respect to the project objectives and milestones)

V. PROJECT COORDINATION

The MDOT MTA will perform all tasks required for the project through a coordinated process, which will involve the operating railroad and all funding partners, including:

- The Maryland and Delaware Railroad Company
- Eastman Specialties Corporation
- The Maryland Department of Commerce
- The Commissioners of Kent County
- The Delmarva Central Railroad
- FRA

VI. PROJECT MANAGEMENT

The MDOT MTA is responsible for facilitating the coordination of all activities necessary for implementation of the project. Upon award of the project, MDOT MTA will monitor and evaluate the project’s progress through regular meetings scheduled throughout the Project Performance Period. The MDOT MTA will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required project work
- Hold regularly scheduled project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work

- Perform project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

Exhibit D
Grant Agreement



U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

Transportation, Maryland Department Of

7201 Corporate Center Dr

Hanover, MD 21076-1415

2. AGREEMENT NUMBER: 69A36522403110CRSMD

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 11/01/2021 TO 03/29/2024

5. FEDERAL FUNDING PERIOD: FROM 11/01/2021 TO 03/29/2024

1A. IRS/VENDOR NO. 526002033

1B. UEL. 1C. DUNS. 878137462

6. ACTION New

7. CFDA#: 20.325

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

Freight Rail Chestertown Line: Worton Track Safety Project

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

2,500,000.00

2,500,000.00

5,000,000.00

11. TOTAL AGREEMENT

2,500,000.00

2,500,000.00

5,000,000.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Standard Terms and Conditions, Attachment 1; Consolidated Rail Infrastructure and Safety Improvements Clauses, Attachment 1A; Statement of Work, Attachment 2; Deliverables and Approved Project Schedule, Attachment 3; Approved Project Budget, Attachment 4; Performance Measurements, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

49 U.S.C. 22907 / Further Consolidated Appropriations Act, 2020 (P.L. 116-94)

14. REMARKS

GRANTEE ACCEPTANCE

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mr. Harry Romano

Rail Program and Policy Manager

AGENCY APPROVAL

17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

16A. DATE

03/15/2022

18. SIGNATURE OF AUTHORIZED FRA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9000000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

FR-CRS-0114-22-01-00

27X2811020

2022

10030142AA

2,500,000.00

AWARD ATTACHMENTS

Transportation, Maryland Department Of

69A36522403110CRSMD

1. Standard Terms and Conditions, Attachment 1
2. Consolidated Rail Infrastructure and Safety Improvements Clauses, Attachment 1A
3. Statement of Work, Attachment 2
4. Deliverables and Approved Project Schedule, Attachment 3
5. Approved Project Budget, Attachment 4
6. Performance Measurements, Attachment 5

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

December 2020

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this Agreement as shown in section 5 of the Agreement cover sheet.

- j. **Federal Government** means the United States of America and any executive department or agency thereof.
- k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. **Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. **Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. **Project** means the task or set of tasks set forth in the Statement of Work.
- q. **Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.1 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. § 200.1, and these definitions are incorporated herein by reference and made a part hereof. These definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. Contact Information. FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. Scope. The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. Schedule. The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
 - 2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. Property and Equipment.
 - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
 - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
 - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R. § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including subrecipients or Contractors, each as defined in 2 C.F.R. § 200.1, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
 1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
 2. Grantee fails to make reasonable progress on the Project;
 3. Grantee fails to provide the Non-Federal Contribution;
 4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
 6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.345. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. §§ 200.301 and 200.329.

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 120 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

- a. Final Documentation. As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. Excess Payments. If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.345, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R. Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.fsrs.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. **Reporting Procedures.** Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. **Reporting Frequency.** During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. **Definitions.** For purposes of this section:
- 1) **Administrative proceeding** means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a Grantee; and
 - The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.476.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. Disallowed costs include the following:
- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. § 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined in 2 C.F.R. § 200.1, in accordance with the Property Standards of 2 C.F.R. § 200.311. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

- a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient of a state will comply with 2 C.F.R. §§ 200.318 – 200.327, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. Cargo Preference – Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
 - 1) Use of United States-flag vessels:
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 - 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
 - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”
- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:
- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
 - 2) express said amount as a percentage of the total costs of the planned acquisition.
- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- e. Small and Disadvantaged Business Requirements. The Grantee shall expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321

(“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), and to the extent applicable, 49 C.F.R. Part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).

28. Rights in Intangible Property:

- a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.1, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. Patents. The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee

for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.334 – 200.338 Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

- a. The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.
- b. Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee will include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

38. Ethics:

- a. Standards of Conduct. The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and

apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- b. Existing Codes or Standards. This section does not require the Grantee to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

43. Trafficking in Persons:

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or

- iii. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- c. Provisions applicable to any recipient.
 - 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
- 1) “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3) “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - (b) A for-profit organization.
 - 4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
 - 5) “Recipient” and “subrecipient” include for-profit entities for the purpose of this award term only.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Grant, cooperative agreement, and loan recipients are prohibited from using government funds to enter into subawards or contracts (or extend or renew subawards or contracts) with entities that use covered technology. See section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636, 1917 (Aug. 13, 2018). See also 2 C.F.R. § 200.471.

PART IV. GOVERNING LAWS AND REGULATIONS

45. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
 - 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.

- 3) The Grantee will ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Further, the Grantee will ensure compliance with all regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to, those referenced in this Agreement.
- c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

Consolidated Rail Infrastructure and Safety Improvements Clauses

Attachment 1A

The Grantee agrees to comply with the clauses in this Attachment 1A according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Performance Measures

Grantee agrees to measure and report on the performance measures as stated in Attachment 5.

c. Buy America

In lieu of Section 37(a) of Attachment 1 to this Agreement, the Grantee agrees to comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project.

Additional guidance on compliance with the Buy America provisions is available on FRA's website at: <https://railroads.dot.gov/legislation-regulations/buy-america/buy-america>.

d. Operators Deemed Rail Carriers

The Grantee recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided by this Agreement will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Grantee agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1):

(1) If Grantee owns the rights-of-way used by the Project funded by this Agreement, then Grantee agrees that: the infrastructure capacity is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, as applicable; railroad collective bargaining agreements with railroad employees (including terms

regulating the contracting of work) will remain in full force and effect according to their terms for work performed on the railroad transportation corridor; and the Grantee assures compliance with liability requirements consistent with 49 U.S.C. § 28103.

(2) If Grantee does not own all of the rights-of-way used by the Project funded by this Agreement, then Grantee represents that it has entered into a written agreement with the owner of rights-of-way used by the Project funded by this Agreement, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations resulting from the Project; an assurance by the owner that collective bargaining agreements with railroad employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by such employees on the railroad transportation corridor; and an assurance of compliance with liability requirements consistent with 49 U.S.C. § 28103.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project uses rights-of-way owned by a railroad, then Grantee will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project uses rights-of-way owned by a railroad, then, the Grantee will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

ATTACHMENT 2

STATEMENT OF WORK

Maryland Department of Transportation Maryland Transit Administration
Freight Rail Chestertown Line: Worton Track Safety Project
FY20 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program

I. AUTHORITY

Authorization	49 U.S.C. § 22907 (c)(7)
Funding Authority/Appropriation	Section 11301 of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015) Further Consolidated Appropriations Act, 2020, Division H, Title I (Pub. L. No. 116-94 (December 20, 2019))
Notice of Funding Opportunity	Notice of Funding Opportunity for Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for Fiscal Year 2020, 85 No. 76 FR 21923, April 20, 2020

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

II. BACKGROUND

This Agreement funds the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA or Grantee) to support the deployment of the Freight Rail Chestertown Line: Worton Track Safety Project (Project). The MDOT MTA owns several active freight railroad lines on the Eastern Shore of Maryland including the Chestertown Line (17.1 miles) and Centerville Line (34.7 miles) that join together at Massey and then connect to the Delmarva Central Railroad (DCR) in Townsend, Delaware. All the active MDOT MTA-owned lines are operated by the Maryland and Delaware Railroad Company (MDDE) under an operating agreement. The MDDE operates a Class III railroad. Typical commodities shipped along active freight railroad lines on the Eastern Shore of Maryland include grain and other agricultural products, fertilizers, chemicals, and construction materials. This Project addresses the most critically deteriorated section of the Chestertown Line located in Worton, Kent County, Maryland. Kent County is rural and is the most sparsely populated county in Maryland.

The Project supports the rehabilitation of two sections within a 1.4-mile segment of the Chestertown Line, located in Worton, Kent County, Maryland. The first section of the project is located approximately between Mile Post 15.25 and Mile Post 15.49 and will involve the

ATTACHMENT 2

replacement of rail, crossties, and ballast, as well as drainage improvements. The second section of the project is located approximately between Mile Post 16.12 and Mile Post 16.65 and will also involve the replacement of rail, crossties, and ballast, as well as drainage improvements. In addition, the second Project section will involve the replacement of a deteriorated switch serving the Eastman Specialties facility at Worton. Final lining and surfacing of the track in both Project locations will occur after 30 days of freight deliveries to ensure ballast consolidation. The completed Project will address safety concerns and extend the life cycle of track to support continued safe operation of the Chestertown Line.

MDOT MTA is actively working to sell all of the Eastern Shore freight railroad lines to MDDE. Upon sale of the lines, MDOT MTA will retain reversion rights in the event that MDDE ceases operation. MDOT MTA will ensure that the Project is executed under terms set forth in Attachment 1 and Attachment 1A in the event the sale transfer occurs before the end of the Period of Performance.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements are complete. FRA approved a Categorical Exclusion for this Project on December 16, 2020.

III. OBJECTIVE

The Chestertown Line is in a state of poor repair due to crosstie deterioration as well as frequent flooding, and therefore currently requires low speed operation. As track conditions continue to deteriorate, the likelihood of derailments increases, and conditions could reach a point where safe operation of the line is no longer possible. The objective of the Project is to improve safety and sustainability through rehabilitation of track, which provides a safer and more efficient bulk freight transportation alternative to moving goods by truck. The Project will ensure continued safe operation of freight rail service to customers along the Chestertown Line and provide opportunity for development of rail-served business in Kent County. The track rehabilitation and drainage improvements will reduce the likelihood of derailments and eventual shutdown of the Chestertown Line due to track deterioration. Replacement of the deteriorated switch at Eastman Specialties will ensure continued safe delivery of materials to the facility at Worton,

The Project will rehabilitate about 1,960 feet of track through installation of new rail, crossties, and ballast, and in-kind replacement of the Eastman switch using a new No. 8 turnout. The Project will also include drainage improvements to address flooding and saturation of the track bed. Project benefits include:

- Continued and improved freight rail service to existing customers
- Reduced rail wear with super-elevated track through the Worton curve
- Reduced maintenance through replacement of worn and obsolete 85 lb. PR and 100 lb. PS rail with 115 lb. RE rail
- Extended useful lifespan of track through improvement of drainage with new ballast and ditching to minimize deterioration of crossties
- Reduced risk of derailment on the Worton Curve and operating speeds consistent with the remainder of the rail line
- Support of employment and economic development opportunities in Kent County

ATTACHMENT 2

- Ensured long-term economic benefits for the local, state, and regional economies
- Improved economic development potential in the surrounding rural area
- Opportunities to attract new businesses that desire enhanced access to the national freight rail network
- Support of the U.S. DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative that addresses the unmet transportation needs in rural areas

IV. PROJECT LOCATION

The Chestertown Line is located in Kent County, Maryland, in Maryland Congressional District 1. The project will focus on two areas within about 1.4 miles of the Chestertown Line right of way. The first area is located between Mile Post 15.25 and Mile Post 15.49, and the second between Mile Post 16.12 and Mile Post 16.65. A map of the Project area is shown in **Figures 1 and 2**.

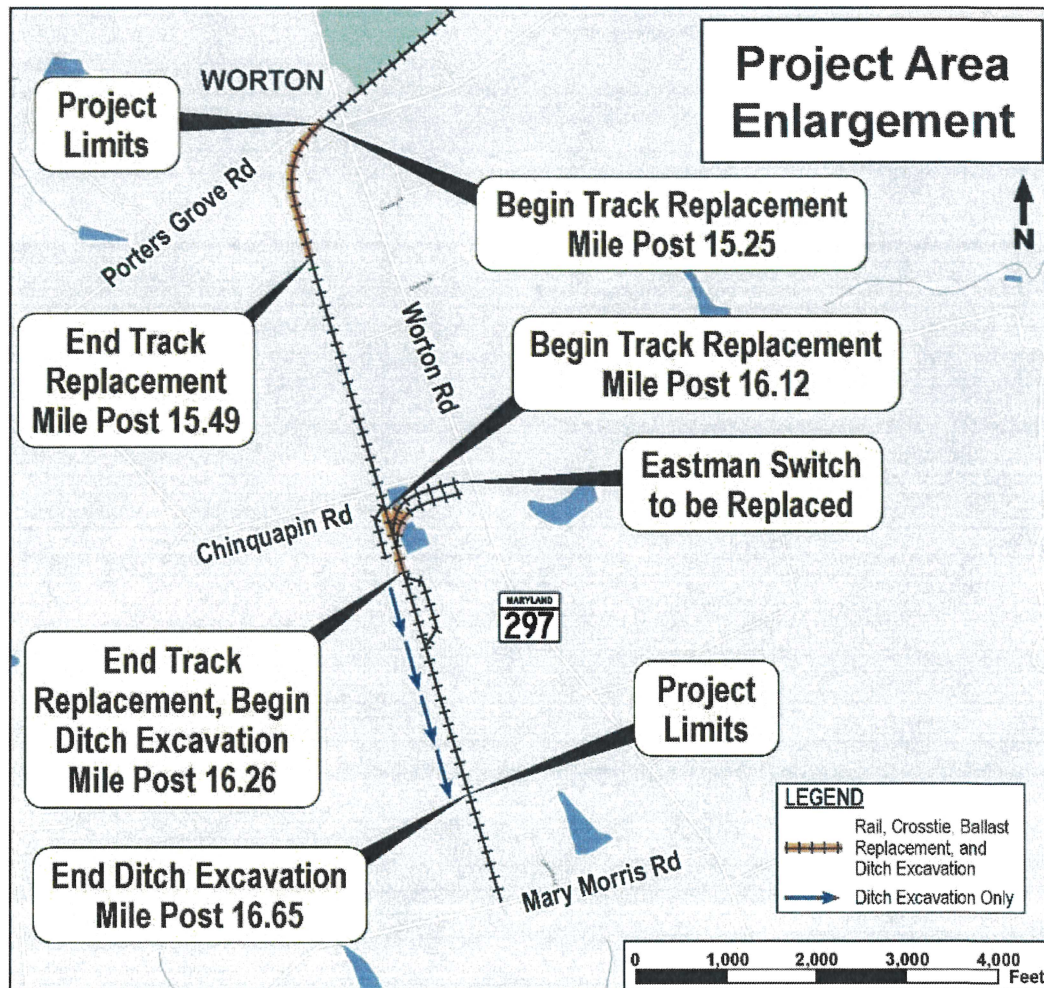


Figure 1 – Project Area Map

ATTACHMENT 2

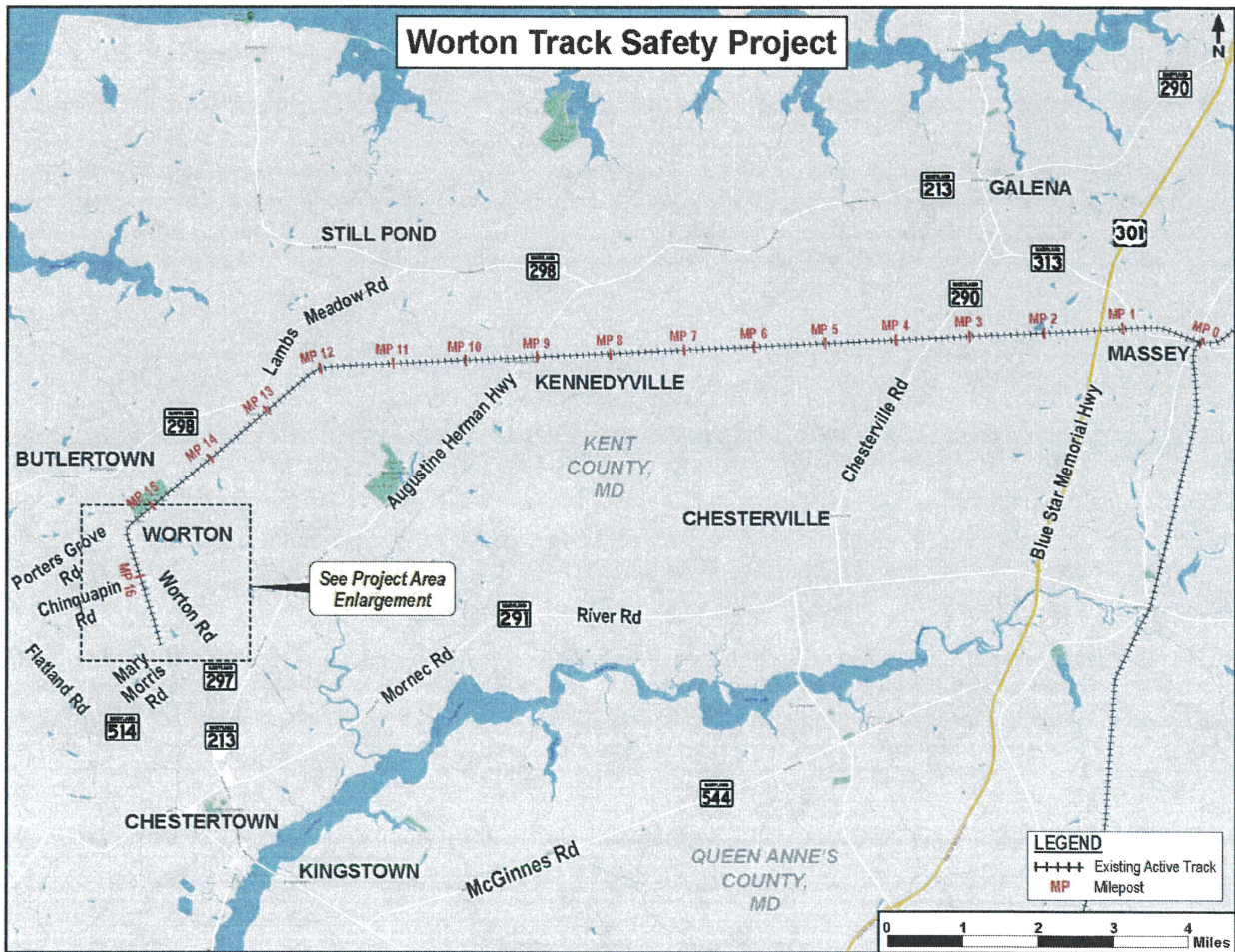


Figure 2 – Project Location Map

IV. DESCRIPTION OF WORK

The work for this Project will address deteriorated track conditions on the Chestertown Line at Worton. The Project will replace rail, crossties, ballast, and the Eastman switch, as well as improve drainage to ensure continued safe operation of the Chestertown Line in support of local economic activity and growth.

Task 1: Detailed Project Work Plan, Budget, and Schedule

The MDOT MTA will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address

ATTACHMENT 2

quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations), a detailed Project Budget, and the Categorical Exclusion. Similarly, agreements governing the construction, operation and maintenance of the project will also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The MDOT MTA acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the approval in writing from FRA is received, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule

Task 2: Final Design

The MDOT MTA will prepare and submit to FRA for acceptance, a Final Design (FD) plan set with a cost estimate, which will include the following items:

- The MDOT MTA's design submittals will include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The MDOT MTA will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location.
- The MDOT MTA will prepare design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, turnout sizes; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; passenger stations, building(s), platforms, and vertical circulation, as applicable.
- The MDOT MTA will provide an annotated track chart showing location and limits of work for state of good repair construction including track rehabilitation and in kind replacement of track elements.
- Detailed Cost Estimate: The Grantee will include a detailed and itemized construction cost estimate with the FD Signature Plans that will include all of the proposed construction elements with their respective unit cost, quantity, and total cost, and with appropriate level of contingencies to account for unknown conditions.
- The Grantee will include a detailed construction project implementation schedule in a format approved by FRA that incorporates an appropriate allowance for schedule risk.

Construction work will not proceed until FRA accepts Final Design.

Task 2 Deliverables

ATTACHMENT 2

- Final Design Documents for FRA Engineering's acceptance
 - Construction Estimate
 - Construction Specifications

Task 3: Construction

The MDOT MTA will complete construction of the Project in accordance with the approved Categorical Exclusion and the Final Design approved by FRA. The MDOT MTA will not allow any construction contractor to begin construction under this Agreement prior to completion of Tasks 1 and 2. The MDOT MTA is responsible for ensuring that all mitigation commitments identified in the Categorical Exclusion and any associated permits are implemented during construction. Task 3 is broken out into the following tasks:

Task 3.1 – Mobilization and Site Clearing

Grantee will prepare the site for construction. This will include assembly of equipment and materials; establishing staging areas and site access points; and implementing final maintenance of traffic (MOT) plans.

Task 3.2 – Worton Curve Improvements

Grantee will implement the Worton Curve improvements from approximately Mile Posts 15.25 to 15.49, which includes rail, crosstie and ballast replacement; drainage improvements; and final lining and surfacing. Approximate quantities include:

- Replacement of existing 100 lb. PS rail with 115 lb. RE rail (2,540 linear feet)
- Installation of 768 new standard timber crossties
- Removal and replacement of existing ballast beneath new track (1,190 tons)

Task 3.3 – Eastman Siding Improvements

Grantee will implement the Eastman Siding Improvements from approximately Mile Posts 16.12 to 16.65, which includes rail, crosstie and ballast replacement; drainage improvements; in-kind replacement of the Eastman switch using a new No. 8 turnout, and final lining and surfacing. Approximate quantities include:

- Replacement of existing 85 lb. PR and 100 lb. PS rail with 115 lb. RE rail (1,300 linear feet)
- Installation of 392 new standard timber crossties
- Removal and replacement of existing ballast beneath new track (610 tons)
- Undercutting and replacing subgrade at locations indicated (810 cubic yards)

ATTACHMENT 2

Task 3.4 – Final Clean Up and Miscellaneous Drainage Items

Grantee will implement final ditch grading, sweeping ballast off the top of ties, and general ballast dressing and cleaning, removal of erosion and sediment control devices when approved, as well as restoration of any of the mobilization or temporary access areas.

Task 4: Project Closeout

The MDOT MTA will complete the Final Performance Report and close-out documentation within 120 days of the end of the grant's period of performance and describe the cumulative activities of the Project, including a complete description of the Grantee's achievements with respect to the Project objectives and milestones.

Task 4 Deliverables:

- Final Performance Report

V. PROJECT COORDINATION

The MDOT MTA will perform all tasks required for the Project through a coordinated process, which will involve the operating railroad and all funding partners, including:

- Maryland Department of Commerce
- Maryland and Delaware Railroad Company
- Delmarva Central Railroad
- Commissioners of Kent County
- Eastman Specialties Corporation
- FRA

VI. PROJECT MANAGEMENT

The MDOT MTA is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, MDOT MTA will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The MDOT MTA will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required project work
- Hold regularly scheduled project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work

ATTACHMENT 2

- Perform project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

ATTACHMENT 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

Maryland Department of Transportation Maryland Transit Administration
Freight Rail Chestertown Line: Worton Track Safety Project

I. DELIVERABLES AND APPROVED PROJECT SCHEDULE

The deliverables associated with this Agreement are listed below. The MDOT MTA must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b) of Attachment 1.

Deliverables and Approved Project Schedule

<u>Task #</u>	<u>Deliverable Name</u>	<u>Date of Completion</u>
1	Detailed Project Work Plan, Budget, Schedule	Within 90 days of Agreement Execution Date
2	Final Design Documents	January 14, 2022 - Complete
3	Construction	January 31, 2024
4	Final Performance Report	Within 120 days from Performance Period End Date

ATTACHMENT 4

APPROVED PROJECT BUDGET

Maryland Department of Transportation Maryland Transit Administration
Freight Rail Chestertown Line: Worton Track Safety Project

I. APPROVED PROJECT BUDGET

The total estimated cost of the Project is \$5,000,000, for which the FRA grant will contribute up to fifty percent (50%) of the total Project cost, not to exceed \$2,500,000. The Grantee's Non-Federal Contribution is comprised of cash in the amount of \$2,500,000. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Budget by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Detailed Project Work Plan	\$0	\$0	\$0
2	Final Design	\$0	\$0	\$0
3	Construction	\$2,500,000	\$2,500,000	\$5,000,000
4	Project Closeout	\$0	\$0	\$0
Total		\$2,500,000	\$2,500,000	\$5,000,000

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

ATTACHMENT 4

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,500,000	50%
Non-Federal Contribution	\$2,500,000	50%
<i>Maryland Department of Transportation Maryland Transit Administration</i>	<i>\$2,185,000</i>	<i>43.7%</i>
<i>Maryland Department of Commerce</i>	<i>\$100,000</i>	<i>2%</i>
<i>The Maryland and Delaware Railroad Company</i>	<i>\$100,000</i>	<i>2%</i>
<i>Delmarva Central Railroad</i>	<i>\$5,000</i>	<i>0.1%</i>
<i>The County Commissioners of Kent County</i>	<i>\$10,000</i>	<i>0.2%</i>
<i>Eastman Specialties Corporation</i>	<i>\$100,000</i>	<i>2%</i>
Total Project Cost	\$5,000,000	100%

ATTACHMENT 5

PERFORMANCE MEASUREMENTS

Maryland Department of Transportation Maryland Transit Administration

Freight Rail Chestertown Line: Worton Track Safety Project

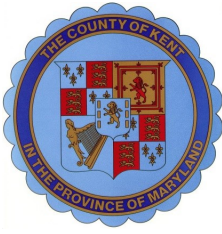
I. PERFORMANCE MEASUREMENTS

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess MDOT MTA's progress in achieving strategic goals and objectives. The MDOT MTA will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, MDOT MTA will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. The MDOT MTA need not include any analysis in addition to the described data; however, MDOT MTA is welcome to provide information explaining the reported data. The MDOT MTA will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

Table 1: Performance Measurement Table

Performance Measure	Description of Measure	Measurement	Reporting
<i>Installation of readily available, Replacement Rail</i>	<i>Replacement of 100 lb. PS and 85 lb. PR rail with 115 lb. RE rail</i>	Pre-Project (Baseline) Performance as of July 31, 2021: <i>100 lb. PS and 85 lb. PR rail</i>	Actual Project Performance After Project Completion: Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
			Frequency: Confirmation of new track installation with Final Performance Measure deliverable.
		Expected Post-Project Performance: <i>115 lb. RE rail</i>	Duration: Until the Project Performance Period end date.



Detention Center
8/23/2022
County Commissioners Meeting

Item Summary:

Correctional Officer Vacancies

ATTACHMENTS:

Description



Emergency Services - Paramedic 8/23/2022 County Commissioners Meeting

Item Summary:

Full-Time Paramedic Vacancy

ATTACHMENTS:

Description



Public Works - Environmental Operations
8/23/2022
County Commissioners Meeting

Item Summary:

Part-Time Recycling Attendant Vacancy

ATTACHMENTS:

Description



Public Works - Environmental Operations
8/23/2022
County Commissioners Meeting

Item Summary:

Part-Time Recycling Attendant Vacancy

ATTACHMENTS:

Description



Public Works - Water and Wastewater Division
8/23/2022
County Commissioners Meeting

Item Summary:

Utilities Technician Vacancy

ATTACHMENTS:

Description



Roads Division
8/23/2022
County Commissioners Meeting

Item Summary:

Requesting approval for the procurement of a Gradall Excavator for County Roads to perform construction and maintenance to county roadways

ATTACHMENTS:

Description

08.23.22 Contract, Between the County Commissioners of Kent County and Elliott & Frantz, Inc., Purchase of Gradall Wheeled Hydraulic Excavator, in Accordance with the Quote Dated August 16, 2022

CONTRACT

THIS CONTRACT, made this 23rd day of August 2022, by and between the County Commissioners of Kent County, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter referred to as the OWNER, and Elliott & Frantz, 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 labor, materials, equipment, and transportation necessary for the purchase of a Gradall Wheeled Hydraulic Excavator in accordance with the Elliott & Frantz, Inc. quote, dated August 16, 2022 .
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 and shall complete the same within thirty (30) calendar days unless the period for completion is extended as provided for in the general conditions.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, Four hundred seventy-nine thousand dollars, in conformity with the bid schedule in the quote.
6. The contract documents include the following:
 - a. Exhibit A General Terms & Conditions of Contract between County & Contractor
 - b. Elliott & Frantz, Inc. Quote dated August 16, 2022.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Lacey J. Cox 8/23/22

By: P. J. Thomas Mason 08/23/22
President of the Kent County Commissioners

ELLIOTT & FRANTZ, INC.

Jesse Plummer

By: Robert H. Schaeffer

PRESIDENT

Title

23-1608943

Employer Identification Number (EIN)

EXHIBIT A

GENERAL TERMS AND CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

- (9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and
- (10) issue notices to proceed.

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

7. COST AND PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

Contractor or supplied by the County.

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

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

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

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

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

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

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. INCONSISTENT PROVISIONS

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

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

- a. *Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.*
- b. *Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.*
- c. *These General Conditions.*

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

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

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates

without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

- a. defaulting in performance or is not complying with any provision of this contract;
- b. failing to make satisfactory progress in the prosecution of the contract; or
- c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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



ELLIOTT & FRANTZ, INC.

10421 GUILFORD ROAD • JESSUP, MD 20794
(301) 725-7394 • FAX (301) 725-7361

August 16, 2022

Kent County Roads Department
709 Morgitec Road Suite 103
Chestertown, Maryland 21620

Attn: Mr. Dave Edwards

Dear Dave,

We are please to offer you the following equipment proposal for your approval.

(1) *One New 2022 Gradall XL4100V (6X4) Wheeled Hydraulic Excavator* equipped as follows:

- AM/FM Radio
- Bucket Carrier Assembly
- 60" Ditching Bucket w/Bolt-on-Edge
- Beacon Light - LED Upper with Branch Guard
- Beacon Light - LED Lower with Branch Guard
- Fixed Thumb Grapple
- 5 Year - 7500 Hours Standard Gradall Warranty Extended.

Delivered Price \$479,000.00

*Quote is valid for 14 days - Unit quoted is based on current stock unit on order

*Delivery is expected by September 15th 2022

Thank you for allowing Elliott & Frantz, Inc. to quote your equipment needs. If you have any questions regarding this quote, please do not hesitate to contact me.

Sincerely

Elliott & Frantz, Inc.

Jesse Plummer

Territory Sales Manager



Roads Division
8/23/2022
County Commissioners Meeting

Item Summary:

Replacement Dump Truck Purchase

ATTACHMENTS:

Description

08.23.22 Contract, Between the County Commissioners of Kent County and Beltway International Trucks LLC, Purchase of 2024 International Dump Truck, SHA MDOT Contract No. 001B1600501
5 year capital plan

CONTRACT

THIS CONTRACT, made this 23rd day of August 2022, 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 Beltway International Trucks LLC, hereinafter referred to as the CONTRACTOR;

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

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to furnish 2024 International Dump Truck with equipment to the Kent County Roads Division, in accordance with the Maryland SHA MDOT Contract No. 001B1600501.

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 August 1, 2024. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein One Hundred Eighty Thousand Dollars (\$180,000) in conformity with the purchase order.

6. The contract documents include the following:

- a. Maryland MDOT SHA Contract No. 001B1600501
- b. Beltway Int. LLC Quote/Spec Sheet
- c. Beltway Email Dated 7/13/22 Page 4 Same Price Email

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

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

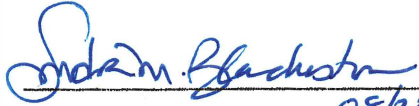
located within the State of Maryland.

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

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

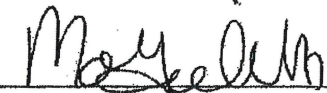
WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

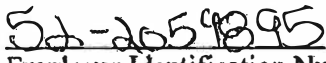

08/23/22

By:  08/23/22
President of the Kent County Commissioners

BELTWAY COMPANIES

By: 


Title


Employer Identification Number



***** STATE OF MARYLAND *****

BPO NO: 001B1600501

PRINT DATE: 07/26/21

PAGE: 01

SHIP TO:			
AS SPECIFIED ON INDIVIDUAL ORDERS			
VENDOR ID: BELTWAY INTERNATIONAL TRUCKS LLC 1800 SULPHUR SPRING RD BALTIMORE, MD (410) 247-5700		REFER QUESTIONS TO: MIKE MYERS (410) 767-4600 MIKE.MYERS@MARYLAND.GOV	
ITB:	EXPR DATE: 08/01/24 POST DATE: 07/23/21	DISCOUNT TERMS: . CONTRACT AMOUNT:	NET 30 DAY .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

中 華 人 民 共 和 國 憲 法

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
FOR

STATEWIDE CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT,
ACCESSORIES AND SERVICES- SOURCEWELL CONTRACT NO. 060920
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIO)

[illegible]

CONTRACT START DATE: 08/01/2021

CONTRACT EXPIRATION DATE: AUGUST 01, 2024

RENEWAL OPTION(S): ONE (1) YEAR RENEWAL OPTION

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT ICPA), WITH ONE (1) YEAR RENEWAL OPTION.

[illegible]

SCOPE OF WORK: THIS IS AN INTER-GOVERNMENTAL PURCHASING AGREEMENT (ICPA) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 060920 TO PROVIDE CLASS 48 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES AND SERVICES TO THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR:BELTWAY INTERNATIONAL, LLC
VENDOR NAME:KEVIN LAGENFELDER

***. CONTINUED, NEXT PAGE ***.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

VENDOR ADDRESS: 410-247-5700 X3823

VENDOR EMAIL: KEVIN.LANGERFELDER@BELTWAYCOMPANIES.COM

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE REISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600501

PRINT DATE: 07/26/21

PAGE: 03

TERMS (cont'd):

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) (A) NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY THE ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF \$400.00 PER UNIT. THE ELECTRONIC TRANSACTION

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

FEE IS APPLIED TO ALL SALES TRANSACTED UNDER THE SOURCEWELL CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE \$400.00 ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY

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STATE OF MARYLAND

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TERMS (cont'd):

HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTIONS TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.

INVOICES:

CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

- 1) NAME OF COMPANY
 - 2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
 - 3) FEIN NUMBER,
 - 4) THE NAME OF THE CONTACT PERSON,
- *INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.00.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

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BLANKET PURCHASE ORDER

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TERMS (cont'd):

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AT THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

THE BID.

PRICING FOR CONTRACT NO. 060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

- 34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC
- \$6,000 TO \$9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION
- ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

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TERMS (cont'd):

-INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

PRICING FOR CONTRACT #060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

- 1) 34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC
- 2) \$6,000 TO \$9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION
- 3) ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE
- 4) INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

0002

07549-000000

EA

PARTS

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE REQUEST FOR PROPOSALS (RFP) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE RFP OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE RFP AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

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AUTHORIZED BY:

Mike Myers

DATE: 7/26/21

BUYER AUTHORIZED DESIGN EE

INTERNATIONAL®

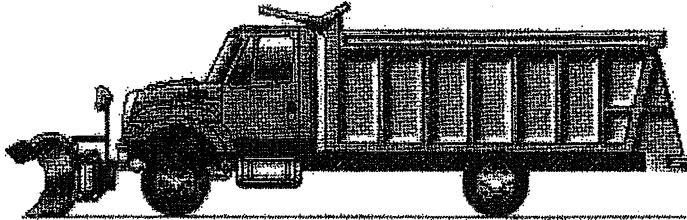
Prepared For:
KENT COUNTY
Dave Edwards
709 MORGNEC RD.
CHESTERTOWN, MD 21620-
(410)810 - 1304
Reference ID: FY 2023

Kent County Maryland
Stainless Steel Body
w/Tarp Arm Stops
BPO #001B/L00501
Price: \$180,000.00

July 13, 2022

Presented By:
Beltway International, LLC
Sam X Eitel
1800 Sulphur Spring Rd.
Baltimore MD 21227 -
(410)247-5700

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.40% / 3.33% @ 55 MPH Calc. Geared Speed: 62.9 MPH
DIMENSION:	Wheelbase: 167.00, CA: 92.00, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 167.00 Wheelbase, 92.00 CA, and 79.00 Axle to Frame.

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.

ENGINE

12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12VBC	AIR CLEANER Single Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVW	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

<u>Code</u>	<u>Description</u>
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)
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REAR AXLES, SUSPENSIONS

14ARB	AXLE, REAR, SINGLE (Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

FRONT AXLES

2ARW	AXLE, FRONT NON-DRIVING (Meritor MFS-12-143A) Wide Track, I-Beam Type, 12,000-lb Capacity
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FRONT SUSPENSIONS

3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
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CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WSK	CAB REAR SUSPENSION Air Bag Type
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

<u>Code</u>	<u>Description</u>
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

FRAMES

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1570	TOW HOOK, FRONT (2) Frame Mounted
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

<u>Code</u>	<u>Description</u>
4XDP	BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4EXP	BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 Sqn
4LAG	SLACK ADJUSTERS, FRONT (Gunite) Automatic
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR (Meritor 16.5X7 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Sqn Spring Brake
4LGG	SLACK ADJUSTERS, REAR (Gunite) Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM
4EBT	AIR DRYER (Bendix AD-IP) with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PSA	STEERING GEAR (Sheppard M100) Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGG	DRIVELINE SYSTEM (Dana Spicer) 1710, for 4x2/6x2
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EXHAUST SYSTEMS

7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7BEV	AFTERTREATMENT COVER Steel, Black
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WAZ	TAIL PIPE (1) Turnback Type

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>

<u>Code</u>	<u>Description</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
8GXD	ALTERNATOR (Leece-Neville AV160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPP	ANTENNA Shark Fin, Roof Mounted
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Flow Applications
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8518	CIGAR LIGHTER Includes Ash Cup
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8XNY	HEADLIGHTS Halogen
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WTL	STARTING MOTOR (Delco Remy 39MT) 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

FRONT END

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
------	---

<u>Code</u>	<u>Description</u>
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

FUEL TANKS

15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

WHEELS, TIRES - FRONT

27DUK	WHEELS, FRONT (Accuride 29169) DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7472133269	(2) TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7482133264	(4) TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint

BODY INTEGRATION

60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A
-------	--

<u>Code</u>	<u>Description</u>
-------------	--------------------

<u>Services Section:</u>

WARRANTY

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
-------	--

40NLN	SRV CONTRACT, EXT ELECTRICAL (Navistar Prepackaged Components) Excludes Starter and Alternator, To 60-Month/200,000 Miles (320,000 km)
-------	--

Body/Allied Equipment

<u>Code</u>	<u>Description</u>
-------------	--------------------

1	GODWIN DUMP BODY QUOTE WITH SNOW EQUIPMENT
---	--

2	Larger Toolbox
---	----------------

Goods Purchased

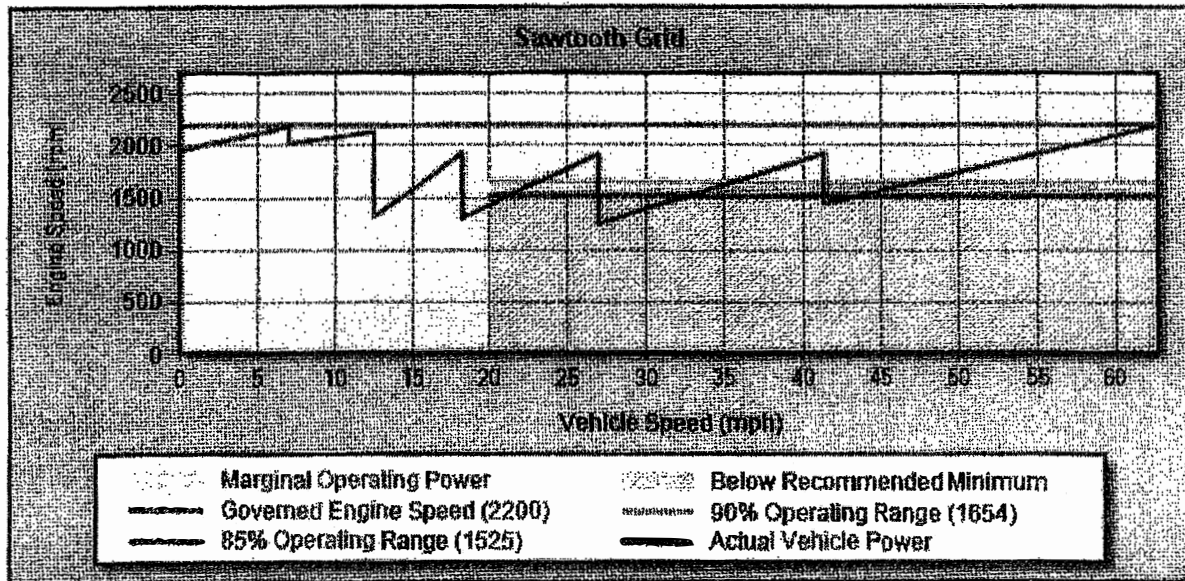
<u>Code</u>	<u>Description</u>
-------------	--------------------

	FLOOR PLAN
--	------------

	DOT KIT
--	---------

	FUEL
--	------

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	4.59	0.0	1963	7.0	2185	N/A	44	33	
2C	2.28	7.0	2019	12.5	2137	N/A	44	33	
2L	2.26	12.5	1318	18.3	1930	N/A	44	33	
3L	1.53	18.3	1307	26.9	1919	N/A	44	33	
4L	1.00	26.9	1254	41.3	1925	N/A	44	33	
5L	0.75	41.3	1444	62.9	2200	N/A	44	33	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	5L	65.6	2294	7.34	0.00	
HI GEAR SPEED @ RATED RPM	5L	62.9	2200	7.51	2.30	
55.0 MPH STEADY-STATE	5L	55.0	1924	8.88	3.33	
TYPICAL OPERATING SPEED	5L	60.0	2099	8.00	2.66	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "-----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.77 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-418 STALL RATIO: 1.98

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	6.85	9.25	8.41	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.83	51.99	173.35	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
						Msg
1C	4.59	0.0	1963	0.00	46.00	@ STALL
		4.2	2043	165.16	46.00	@ 70% EFF
		5.4	2101	212.86	45.40	@ 80% EFF
		7.0	2185	229.41	36.46	
2C	2.26	7.0	2019	167.24	25.55	
		12.5	2137	223.72	18.66	
2L	2.26	12.5	1318	192.85	15.89	
		18.3	1930	266.86	14.89	
3L	1.53	18.3	1307	191.37	10.36	
		26.9	1919	266.98	9.67	
4L	1.00	26.9	1254	183.28	6.30	
		41.3	1925	265.51	5.57	
5L	0.75	41.3	1444	207.65	4.06	
		62.9	2200	255.22	2.30	RATED RPM
		64.4	2253	187.67	1.00	
		65.0	2274	160.31	0.50	
		65.6	2295	132.41	0.00	LEVEL ROAD

STARTING / TOP GEAR PERFORMANCE

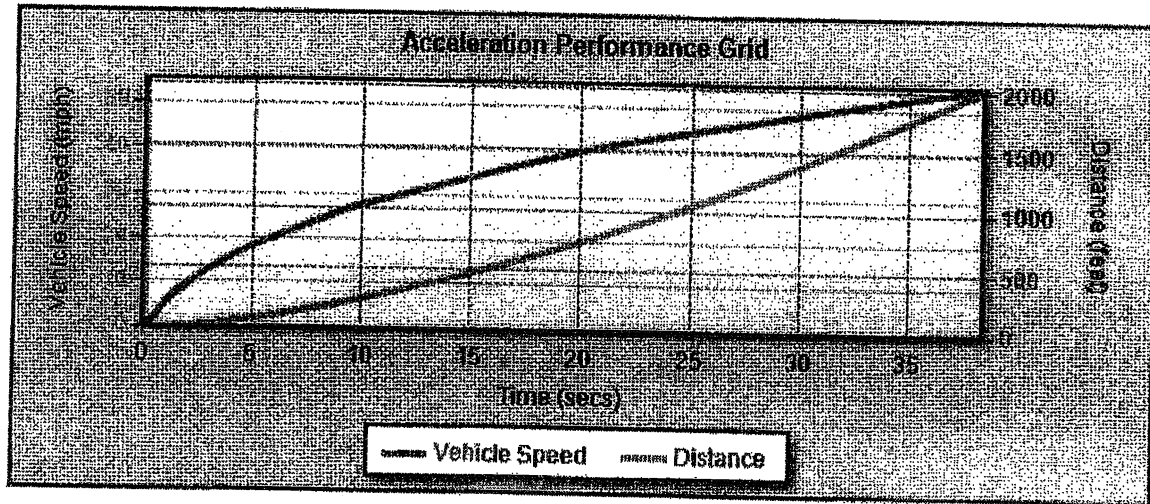
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
						Msg
1C	4.59	0.0		0.00	46.00	@ STALL
		5.4		212.86	45.40	@ 80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 38.43 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.23	0.2	1.0	
	0.46	0.7	2.0	
	0.65	1.4	3.0	
	0.80	2.2	4.0	
	0.98	3.3	5.0	
	1.17	4.9	6.0	
	1.36	6.7	7.0	
	1.36	6.7	7.0	
2C	1.61	9.4	8.0	
	1.85	12.4	9.0	
	2.08	15.6	10.0	
	2.33	19.4	11.0	
	2.59	23.8	12.0	
	2.72	26.2	12.5	
	3.11	33.6	13.5	
	3.49	41.5	14.5	
2L	3.88	50.0	15.5	
	4.27	59.1	16.5	
	4.65	68.8	17.5	
	4.98	77.3	18.3	
	5.49	91.5	19.3	
	6.01	106.4	20.3	
	6.52	122.2	21.3	
	7.04	138.7	22.3	
3L	7.56	156.0	23.3	
	8.08	174.1	24.3	
	8.60	193.1	25.3	
	9.12	213.0	26.3	
	9.44	225.3	26.9	
	10.22	256.8	27.9	
	11.01	289.6	28.9	
	11.80	323.7	29.9	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
5L	12.59	359.1	30.9	
	13.39	395.7	31.9	
	14.19	433.7	32.9	
	14.99	473.0	33.9	
	15.80	513.6	34.9	
	16.61	555.6	35.9	
	17.42	598.9	36.9	
	18.24	643.7	37.9	
	19.05	689.8	38.9	
	19.89	737.9	39.9	
	20.74	788.7	40.9	
	21.09	809.3	41.3	
	22.28	882.2	42.3	
	23.47	957.3	43.3	
	24.68	1034.8	44.3	
	25.90	1114.7	45.3	
	27.12	1197.0	46.3	
	28.36	1281.9	47.3	
	29.61	1369.2	48.3	
	30.86	1459.2	49.3	
	32.13	1551.9	50.3	
	33.41	1647.3	51.3	
	34.71	1745.5	52.3	
	36.03	1847.9	53.3	
	37.41	1956.4	54.3	
	38.43	2038.8	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

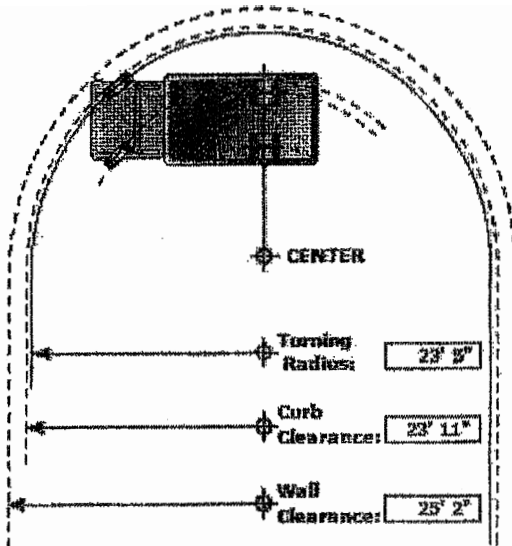
Selected Rear Axle Gear Ratio(s):	5.63
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT ²):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	23000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

0001ANA	AXLE CONFIGURATION (Navistar) 4x2
0002ARW	AXLE, FRONT NON-DRIVING (Meritor MFS-12-143A) Wide Track, I-Beam Type, 12,000-lb Capacity
0004SPA	AIR COMPRESSOR (Cummins) 18.7 CFM
0005PSA	STEERING GEAR (Sheppard M100) Power
0008GXD	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012ESL	ENGINE, DIESEL (Cummins L9 300) EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
0012THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013AVG	TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014ARB	AXLE, REAR, SINGLE (Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07472133269	TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
07482133264	TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2024

Calculation Factors

Wheelbase: 167

Front Axle: 0002ARW
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

Front Wheel: 0027DUK
Description: WHEELS, FRONT, {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Front Tire: 07472133269
Description: TIRES, 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position

Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius Statistics**General Information**

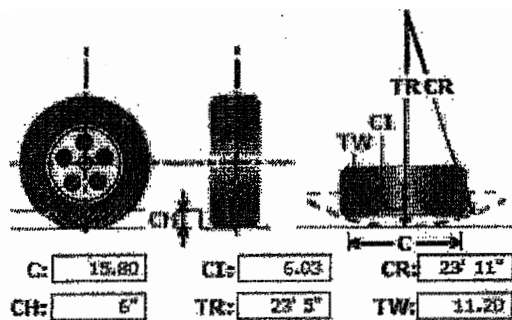
Inside Turn Angle: 50 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C	- Curb Contact Length:	15.80
CI	- Curb Clearance Increment:	6.03
CR	- Curb Clearance Radius:	23' 11"
CH	- Curb Height:	6"
TR	- Turning Radius:	23' 5"
TW	- Tire Width:	11.20



* All Measurements are in Inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

MAILING
P.O. BOX 1147 DUNN, NC 28335
910-892-0141



800-892-0141

Building Truck Equipment Since 1966

LOCATION
17665 HWY 4218, DUNN, NC 28334
FAX: 910-892-7402

QUOTE NUMBER: 0143121

QUOTE DATE: 2/23/2022

Customer Number: 02-BELT WA

Salesperson: Steve Panfil

Quote Valid for:

910-892-1888

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

spanfil@godwin-group.net

ATTENTION: KEVIN LAGNERMEIER

F.O.B.
DUNN, NC

Delivery Terms:

SHIP VIA

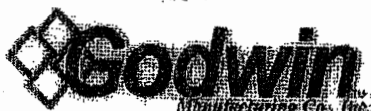
Payment Terms:
NET 30

Item Code	Description	Quantity	List Price
403U10/26SS	BODY 403U10 X 26 X 32 SHAWNEE	1.00	
820SFDA-10 P22	HIGH ST 820SFDA 10 FT P22	1.00	
GON8GABODY-10	BODY 820GABODY 10	1.00	
316ARFLR-SB/10	FLOOR AR316 10 FT 200 10 FT	1.00	
OAKSIDEBD10	OAKSIDE 820GABODY 10	1.00	
CONT INTH8	CONTINUED INTEGRAL HEADBOARD	1.00	
GRIPSTRUT-10	WALK ROD GRIP STRUT 10	1.00	
HAS	HIDE A STEP	1.00	
HANDLES	OUTSIDE HANDLES ON DUMP BODY	1.00	
INSIDESTEPS	INSIDE STEPS ON DUMP BODY	1.00	
LIGHTHOLE	LIGHT HOLES IN C.P. RM. RCP	1.00	
HTARP	HYPERTARP ASSEMBLY COMPLETE	1.00	
TG8P-300	TAILGATE 8 PANEL UPGRADE	1.00	
ATG	TAILGATE AIR CONTROLL	1.00	
PB38SRP	MOD FLAP 24X36 STAINLESS	1.00	
INSINGLEFB	INSTALL SINGLE AXLE FULL BLOWN	1.00	
INSBP200	INSTALL 200 SPRING 25 TON	1.00	
INSREINFB	INSTALL FRONT BUMPER REINFORCE	1.00	
INSFRTMUDSTL	MOD GUARD STEEL FRONT	1.00	
8CABTBOX24X36	8 CAB BOX 24X36	1.00	
INSATG	INSTALL TOP INSTALL ROPS	1.00	
INS4PIN	INSTALL 4 PIN ROPS PIN	1.00	

continued

Quote:

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141



800-892-0141

LOCATION
17068 HWY 421E, DUNN, NC 28334
Fax: 910-892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0140127

QUOTE DATE 2/29/2022

Customer Number: 024BELTWA

Salesperson: Steve Pando

Quote Valid for:

910-892-1813

Sold To:

spando@godwin-group.net

BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

BALTIMORE, MD 21227

ATTENTION: KEVIN LAZENBY

F.O.B.
DUNN, NC

Delivery Terms:

Ship Via:

Payment Terms:
NET 30

Item Code	Description	Quantity	List Price
INS6PIN	INSTALL 6 PIN ELECTRIC PUG	1.00	
PNTUNDERSB	PAINT UNDER COATING FOR BODY	1.00	
INSSEALEDHARN	INSTALL SEALED WIRING HARNESS	1.00	
EBC	ELECTRIC BRAKE CONTROL	1.00	
FLOWLIGHTKIT	FLOW LIGHTS, BRACKET, HARNESS	1.00	
INS6HEAD	INSTALL 6 HEAD FLASHING LED	1.00	
PM-507	INSTALL 1/2" WORK LIGHT RUBBER	1.00	
INSAMBER	INSTALL AMBER STRIPS ON	1.00	
CRANKDRIVE	CRANK DRIVEN PUMP THERMALLY	1.00	
AM-HYDRAMAXTPAD	HYDRAMAX TOUCHPAD SYS from AMS	1.00	
INSHYDRAMAX	INSTALL HYDRAMAX TOUCHPAD SVST	1.00	
DELIVERY375	DELIVERY CHRG 350-399 MILES	1.00	
GN200	UNIVERSAL PUSH FRAME	1.00	
P120M10X42	PLOW MOBILE 120M 10X42	1.00	
P62107017	PLOW SNOOWBLOWER ASSEMBLY RUBBER	1.00	
P62100753	PLOW POWER REVERSED OPTION	1.00	
P62100928	PLOW WHEELS 10" 61R-28-10R	1.00	
P62100385-M	PLOW ADJ. PAIL ON MUSHROOM GEAR	1.00	
P99806255	PLOW MOLD BOARD END MARKERS 35	1.00	
P924255SA	HYDRAULIC 66 SPRING END MARKERS	1.00	

QUOTE PRICE

Steel Surcharge Amt:

Quote prepared by:

Chris Bernhard

910 321-8917

cbernhard@godwinmfg.com

Total:

Vickie Quinn

From: David Edwards
Sent: Thursday, August 11, 2022 4:30 PM
To: Vickie Quinn
Subject: FW: Kent County Proposal



David Edwards
Automotive Services Supervisor
Kent County Roads Division
 Kent County Public Works
 709 Mognec Rd, Ste 103
 Chestertown, MD 21620
 410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, August 10, 2022 12:23 PM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: Kent County Proposal

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

KCIT Helpdesk

Great. You're welcome Sir.

Sam

SAM EITEL

Truck Salesperson

Direct: 301-418-2111

Office: 410-387-7245

Web: www.beltwaycompanies.com

Fax: 410-789-2918

From: David Edwards <dedwards@kentgov.org>
Sent: Wednesday, August 10, 2022 12:02 PM
To: Sam Eitel <sam.eitel@beltwaycompanies.com>
Subject: RE: Kent County Proposal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Got it....

Thanks

Dave



David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, August 10, 2022 11:07 AM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: Kent County Proposal

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

KCIT Helpdesk

Dave,

Please see attached for a copy of the blanket purchase order for the State of Maryland. Thank you.

Sam

SAM EITEL

Truck Salesperson

Direct: 301-418-2111

Office: 410-387-7245

Web: www.beltwaycompanies.com

Fax: 410-789-2918

From: David Edwards <dedwards@kentgov.org>
Sent: Wednesday, August 10, 2022 7:24 AM
To: Sam Eitel <sam.eitel@beltwaycompanies.com>
Subject: RE: Kent County Proposal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sam,

Good morning, could you please email me a copy of the contract we are piggybacking on for the dump truck..

Thanks

Dave Edwards



David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, August 03, 2022 7:39 AM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: Kent County Proposal

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCEI Helpdesk

Dave,

Just checking in to see how things are on your end. Hope all is well!

Sam

SAM EITEL
Truck Salesperson

Direct: 301-418-2111
Office: 410-387-7245
Web: www.beltwaycompanies.com
Fax: 410-789-2918

From: David Edwards <dedwards@kentgov.org>
Sent: Wednesday, July 13, 2022 4:22 PM
To: Sam Eitel <sam.eitel@beltwaycompanies.com>
Subject: RE: Kent County Proposal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. I appreciate it.



**David Edwards
Automotive Services Supervisor
Kent County Roads Division**

**Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org**

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, July 13, 2022 2:36 PM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: Kent County Proposal

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

KCIT Helpdesk

Dave,

Please see attached for a copy of an updated proposal. Both us and the body company are able to honor the previously quoted sales price. Let me know if you happened to need anything else at this time. Thanks for the opportunity!

Sam

SAM EITEL
Truck Salesperson

Direct: 301-418-2111
Office: 410-387-7245
Web: www.beltwaycompanies.com
Fax: 410-789-2918

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, July 13, 2022 8:10 AM
To: dedwards@kentgov.org
Subject: Kent County Proposal

Good Morning Dave,

I'm waiting for the body company to get back to me on their current pricing. Once I receive that information I'll send over a revised/updated proposal ASAP. Update on your current unit on order, the build date is scheduled for 11/8/22. The body and equipment have already been ordered and will start to show up long before the chassis is built so that the

body company can stay on track once the chassis is delivered to them. We recently opened up a new plant so there is a chance that this chassis could be built sooner since we've been saying of the date be pulled forward as of lately. Please let me know if you happen to have any other questions or need anything else from my end. Thank you.

Sam



SAM EITEL
Truck Salesperson
Beltway Companies

1800 Sulphur Spring Rd
Baltimore, MD 21227

Direct: 301-418-2111
Office: 410-387-7245
Mobile: 301-418-2111
Fax: 410-789-2918
Email: sam.eitel@beltwaycompanies.com
Web: www.beltwaycompanies.com



Circle of Excellence
Member

5 YEAR CAPITAL PLAN - ROADS

	Projected						
	FY22	FY23	FY24	FY25	FY26	FY27	Total
Capital Expenditures							
Bridge repairs design K0001 & K0002	29,017	450,000	-	-	-	-	479,017
Standard cab dump truck w/plow/sander/spreader**	-	175,000	360,000	180,000	180,000	180,000	1,075,000
Gradall	-	481,200	-	-	-	-	481,200
Pave Porters Grove Rd/Shadding Reach Rd/Handy Point Rd	574,072	287,100	350,000	350,000	350,000	350,000	2,261,172
Surface treatment various roads (\$340,000)***	179,050	275,002	350,000	350,000	350,000	350,000	1,854,052
Asphalt distributor (trailer) 600 gal tank	21,078	-	-	-	-	-	21,078
Alamo 96: flail mower offset	10,800	-	-	-	-	-	10,800
Asphalt pump	899	-	-	-	-	-	899
Two-way radios	251	-	-	-	-	-	251
Clark Rd pipe project	-	118,325	-	-	-	-	118,325
Repair abutment - Riley Neck bridge K0009	-	-	75,000	-	-	-	75,000
Cab tractor w/Alamo Versa side mounted ditcher	-	-	116,550	-	-	-	116,550
Tractor with A-Boom	-	-	168,000	-	-	-	168,000
Concrete breaker - attachment for skid loader	-	-	11,500	-	-	-	11,500
Compact excavator	-	-	-	89,500	-	-	89,500
Utility tractor w/loader & rear cutter mower	-	-	-	28,375	-	-	28,375
Roller	-	-	-	75,000	-	-	75,000
Sand sheds - Massey and Nike Base	-	-	-	-	75,000	75,000	150,000
Total Capital Expenditures	815,167	1,786,627	1,431,050	1,072,875	955,000	955,000	7,015,719
Leased Vehicles							
Ford Explorer	27,329	-	-	-	-	-	27,329
Ford F-250 (2) (FY22>FY23)	-	78,988	-	-	-	-	78,988
Plow setup for Ford F-250 (2) (FY22>FY23)	-	4,250	-	-	-	-	4,250
Total Leased Vehicles	27,329	83,238	-	-	-	-	110,567
Capital Projects							
Design Lambson Forest Rd bridge K00015 (to FY23 \$400,000)*	-	80,000	-	-	-	-	80,000
Repair Lambson Forest Rd bridge K00015 (to FY24 \$1,000,000)*	-	-	200,000	-	-	-	200,000
Salt storage building	-	-	75,000	-	-	-	75,000
Equipment implement shed	-	-	-	300,000	-	-	300,000
Total Capital Projects	-	80,000	275,000	300,000	-	-	655,000
Total Expenditures	842,496	1,949,865	1,706,050	1,372,875	955,000	955,000	7,781,286

*80% State funding available

** FY22's truck will not arrive until FY23; FY23's truck will not arrive until FY24, therefore FY24's potential expense will be for 2 trucks

*** State aid of \$64,998



Roads Division
8/23/2022
County Commissioners Meeting

Item Summary:

Approval to renew contract with Guardrails Etc. Inc. for guardrail roadway installations and repairs.

ATTACHMENTS:

Description

08.23.22 Contract, Between the County Commissioners of Kent County and Guardrails, Etc., Inc., to Provide-Install Traffic Barriers-Guardrails, in Accordance with the MDOT SHA Contract 477D21424

CONTRACT

23rd

THIS CONTRACT, made this ____ day of August 2022, 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 477D21424 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, 2023. This contract shall have one (1) year 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 Seventy-Eight Thousand dollars (\$78,000) in conformity with Contract No.: 477D21424.
6. The contract documents include the following:
 - a. MDOT State Highway Admin. Contract No. 477D21424
 - 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 lie in State or federal located within the State of Maryland.

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

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

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Andre M. Blackston
08/23/22

By: P. Thomas Mason 08/23/22
President of the Kent County Commissioners

GUARDRAIL, ETC., INC.

[Signature]

By: Marnie Hoffman

Marnie Hoffman, President

Title

52-1254815

Employer Identification Number

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Attachment A

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

SEP 02 2021

Re: Contract No.: 477D21424
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 \$1,514,560.00 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.

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

Page 2

Contract No.: 477D21424
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

For: Joseph Sagal
Deputy Administrator
Chief Engineer for Operations, Hanover

JS:sat

Bid Express

Welcome cynthiataylor@guardrailsetc.com!
Logout



Maryland Department of Transportation

List of Lettings > June 17, 2021 > 477D21424 >

Bid Tabulations

Bid Tabulations for Proposal 477D21424

Bidders	All None	Bid Total	Deviation
☒	GUARDRAILS ETC., INC.	\$1,514,560.00	\$0.00
☐	L. S. LEE, INC.	\$2,443,400.00	\$928,840.00
☐	J. FLETCHER CREAMER & SON, INC.	\$2,527,400.00	\$1,012,840.00
☐	DEANGELO BROTHERS, LLC.	\$2,724,037.80	\$1,209,477.80
☐	LONG FENCE COMPANY, INC	\$3,027,720.00	\$1,513,160.00

Line	Item	Alt Description	Bidder Data			
Section 0001: MAINTENANCE						
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
6001	600000-EA	. BROWN POLYESTER COATED TYPE F TRAFFIC BARRIER END TREATMENT	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$2,500.00	\$12,500.00	\$0.00
6002	600000-EA	. BROWN POLYESTER COATED TYPE K TRAFFIC BARRIER END TREATMENT, ANY OPTION	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$700.00	\$3,500.00	\$0.00
6003	600000-EA	. BROWN POLYESTER COATED TYPE L TRAFFIC END TREATMENT	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$1.00	\$5.00	\$0.00
6004	600000-EA	. HEIGHT TRANSITION SECTION (MASH TYPE)	Quantity	Unit Price	Extension	Deviation

Line	Item	Alt	Description	Bidder Data			
			GUARDRAILS ETC., INC.	1,000.000 EA	\$10.00	\$10,000.00	\$0.00
6005	600000-EA		. RESET TYPE II END TREATMENT	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	250.000 EA	\$1.00	\$250.00	\$0.00
6006	600000-EA		. TYPE D TRAFFIC BARRIER END TREATMENT	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$10.00	\$50.00	\$0.00
6007	600000-EA		. TYPE D TRAFFIC BARRIER END TREATMENT SPARE PARTS PACKAGE	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$10.00	\$50.00	\$0.00
6008	600000-EA		. TYPE E TRAFFIC BARRIER END TREATMENT FOR 70 MPH, ANY WIDTH	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$8,000.00	\$40,000.00	\$0.00
6009	600000-EA		. TYPE F TRAFFIC BARRIER END TREATMENT	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$12,000.00	\$60,000.00	\$0.00
6010	600000-EA		. TYPE G TRAFFIC BARRIER END TREATMENT	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$10.00	\$50.00	\$0.00
6011	600000-EA		. TYPE G TRAFFIC BARRIER END TREATMENT BROWN POLYESTER COATED	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$10.00	\$50.00	\$0.00
6012	600000-EA		. TYPE K TRAFFIC BARRIER END, ANY OPTION	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$2,000.00	\$10,000.00	\$0.00
6013	606001		TRAFFIC BARRIER W-BEAM BURIED-IN- BACKSLOPE END TREATMENT (TYPE A)	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$1.00	\$5.00	\$0.00
6014	606007		TRAFFIC BARRIER W-BEAM ONE-SIDED FLARED END TREATMENT (TYPE B)	Quantity	Unit Price	Extension	Deviation

Line	Item	Alt	Description	Bidder Data			
			GUARDRAILS ETC., INC.	5.000 EA	\$50.00	\$250.00	\$0.00
6015	606010		TRAFFIC BARRIER W-BEAM ONE-SIDED FLARED END TREATMENT (TYPE B) SPARE PARTS PACKAGE	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$250.00	\$1,250.00	\$0.00
6016	606016		TRAFFIC BARRIER W-BEAM ONE-SIDED PARALLEL END TREATMENT (TYPE C)	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$4,000.00	\$20,000.00	\$0.00
6017	606019		TRAFFIC BARRIER W-BEAM ONE-SIDED PARALLEL END TREATMENT (TYPE C) SPARE PARTS PACKAGE	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	561.000 EA	\$1,000.00	\$561,000.00	\$0.00
6018	660482		TRAFFIC BARRIER W BEAM USING 6 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	2,500.000 LF	\$30.00	\$75,000.00	\$0.00
6019	660483		TRAFFIC BARRIER W BEAM 6 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	500.000 EA	\$95.00	\$47,500.00	\$0.00
6020	660650		TRAFFIC BARRIER W BEAM USING 8 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	500.000 LF	\$32.00	\$16,000.00	\$0.00
6021	660651		TRAFFIC BARRIER W BEAM 8 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	500.000 EA	\$100.00	\$50,000.00	\$0.00
6022	660660		BROWN POLYESTER COATED TRAFFIC BARRIER W BEAM USING 8 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	100.000 LF	\$35.00	\$3,500.00	\$0.00
6023	660661		BROWN POLYESTER COATED TRAFFIC BARRIER W BEAM 8 FOOT POST	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	5.000 EA	\$100.00	\$500.00	\$0.00
6024	660670		TRAFFIC BARRIER W BEAM PANEL	Quantity	Unit Price	Extension	Deviation

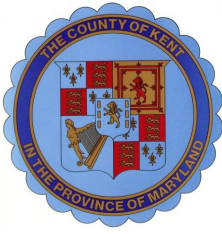
Line	Item	Alt Description	Bidder Data			
		GUARDRAILS ETC., INC.	7,500.000 LF	\$2.00	\$15,000.00	\$0.00
6025	660672	TRAFFIC BARRIER W BEAM PANEL REPLACEMENT	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	7,500.000 LF	\$30.00	\$225,000.00	\$0.00
6026	660674	BROWN POLYESTER COATED TRAFFIC BARRIER W BEAM PANEL	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	100.000 LF	\$15.00	\$1,500.00	\$0.00
6027	660782	TRAFFIC BARRIER W BEAM MEDIAN BARRIER	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	1,500.000 LF	\$4.00	\$6,000.00	\$0.00
6028	660783	BROWN POLYESTER COATED TRAFFIC BARRIER W BEAM MEDIAN BARRIER	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	100.000 LF	\$4.00	\$400.00	\$0.00
6029	660786	TRAFFIC BARRIER W BEAM MEDIAN BARRIER WITH BOTTOM PANEL	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	500.000 LF	\$4.00	\$2,000.00	\$0.00
6030	661380	TRAFFIC BARRIER W BEAM ANCHORAGE AT STRUCTURE	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$500.00	\$2,500.00	\$0.00
6031	661390	TRAFFIC BARRIER THRIE BEAM ANCHORAGE AT BRIDGE END POST	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$50.00	\$250.00	\$0.00
6032	661555	PERMANENT CRASH CUSHION SAND FILLED PLASTIC BARRELS	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 BBL	\$500.00	\$2,500.00	\$0.00
6033	661565	REMOVE AND RESET TRAFFIC BARRIER END TREATMENT-ANY TYPE	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	5.000 EA	\$50.00	\$250.00	\$0.00
6034	662135	TRAFFIC BARRIER W BEAM RADIUS PANEL	Quantity	Unit Price	Extension	Deviation
		GUARDRAILS ETC., INC.	2,500.000 LF	\$30.00	\$75,000.00	\$0.00
6035	662182	REMOVE AND RESET EXISTING TRAFFIC BARRIER W BEAM	Quantity	Unit Price	Extension	Deviation

Line	Item	Alt	Description	Bidder Data			
			GUARDRAILS ETC., INC.	2,500.000 LF	\$1.00	\$2,500.00	\$0.00
6036	662290		REMOVE AND REPLACE TRAFFIC BARRIER W BEAM	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	100.000 LF	\$52.00	\$5,200.00	\$0.00
6037	662325		REMOVAL AND DISPOSAL OF EXISTING TRAFFIC BARRIER W BEAM	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	7,500.000 LF	\$16.00	\$120,000.00	\$0.00
6038	670200		W BEAM BARRIER REFLECTIVE DELINEATORS	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	250.000 EA	\$5.00	\$1,250.00	\$0.00
6039	670205		RAIL RIDERS TRAFFIC BARRIER W BEAM REFLECTIVE DELINEATORS	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	250.000 EA	\$5.00	\$1,250.00	\$0.00
6040	699005		REALIGN EXISTING TRAFFIC BARRIER W BEAM	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	7,500.000 LF	\$12.00	\$90,000.00	\$0.00
6041	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
9001	900000-EA		. DOLLARS FOR MATERIALS/INCIDENTALS (DO NOT ALTER)	Quantity	Unit Price	Extension	Deviation
			GUARDRAILS ETC., INC.	1.000 EA	\$40,000.00	\$40,000.00	\$0.00

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of Maryland (1988 Edition) and that it shall make like and timely payments from the proceeds of
4010 NORTH POINT BLVD. • BALTIMORE, MD 21222 • PHONE (410) 477-8300 • FAX (410) 477-1612
 this payment as statutorily required. **EQUAL OPPORTUNITY EMPLOYER • CERTIFIED W.B.E. CONTRACTOR"**



Kent County Sheriff's Office
8/23/2022
County Commissioners Meeting

Item Summary:

Equitable Sharing Agreement and Certification

ATTACHMENTS:

Description



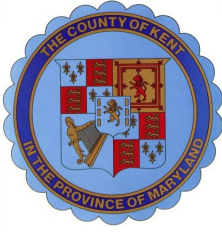
**Request for Waiver of Water and Sewer Late Fees
8/23/2022
County Commissioners Meeting**

Item Summary:

Kyle O'Donnell, District Financial Officer, District 2, State Highway Administration

ATTACHMENTS:

Description



Barbara Jorgenson, Board President, Historical Society of Kent County
8/23/2022
County Commissioners Meeting

Item Summary:

Letter of Support

ATTACHMENTS:

Description

08.23.22 Letter of Support, Historical Society of Kent County, 2023 Grant Application to Maryland Historic Trust



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 23, 2022

Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032-2023

RE: Support – Historical Society of Kent County Grant Application to Maryland Historical Trust

Dear Maryland Historical Trust:

The County Commissioners of Kent County, Maryland support the Historical Society of Kent County's grant application to the Maryland Historical Trust for 2023 funding. The Historical Society's application has two (2) parts. The first part seeks to further raise the visibility of our towns and enhance the visitor and resident experiences. The Historical Society exemplifies this with its very popular window and museum exhibits. Its window exhibits are always available, and its museum exhibits are available four (4) days a week. The second part of the application involves the second floor which houses original documents and photographs devoted to Kent County's history. This collection contains thousands of documents and photographs which tell the stories of the men and women who founded Kent County and have made it grow and prosper over the centuries. However, adequate fire or climate controls do not protect these documents and artifacts. The Historical Society has begun a new project, for which it seeks to digitize this collection so it can be shared online and moved to more proper archival storage.

We respectfully request your favorable review of the Historical Society of Kent County's grant application. Thank you for the opportunity to offer support for this grant.

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


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

KCC/ltc

cc: Barbara Jorgenson, Board President, Historical Society of Kent County
Jamie Williams, Director, Economic and Tourism Development



John Schratwieser, Director, Kent Cultural Alliance
8/23/2022
County Commissioners Meeting

Item Summary:

Letter of Thanks

ATTACHMENTS:

Description

08.23.22 Letter of Thanks, Rebecca Cain, Vice President of Operations, Baltimore Symphony Orchestra



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 23, 2022

Rebecca Cain
Vice President of Operations
Baltimore Symphony Orchestra
Joseph Meyerhoff Symphony Hall
1212 Cathedral Street
Baltimore, Maryland 21201

RE: Letter of Thanks

Dear Ms. Cain:

The County Commissioners of Kent County would like to thank you and the entire Baltimore Symphony Orchestra for your extraordinary visit on August 6, 2022.

The engaging Peter and the Wolf program during the Chestertown Farmers Market, to the full orchestra concert at Wilmer Park, especially the crafty nod to Kent County by playing the music of Clark Kent (aka Superman) were spectacular. The day was one that our residents will remember fondly for years to come.

We send our most sincere thanks, and hope that you will again consider bringing your world class orchestra back to Kent County.

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


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

KCC/ltc
cc: John Schratwieser, Director, Kent Cultural Alliance



Sondra M. Blackiston, Clerk/Kate Manager
8/23/2022
County Commissioners Meeting

Item Summary:

Special Class "C" Per Diem License Issued

ATTACHMENTS:

Description

4837 Chestertown RiverArts, Application

4837

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

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

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

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

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

Chesterdown RiverArts
 Address 315 High St Chesterdown MD 21620
 Type of Function Chocolate + Wine Pairing
 Location of Function RIVERARTS

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) AUGUST 17+18, 2022
 Begin at: 5:30 End at: 7:30pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 30)
 in payment for the license.

Please Select One:

(X) Pick Up

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

County Commissioners

Office

Date 8-8-22 LLC

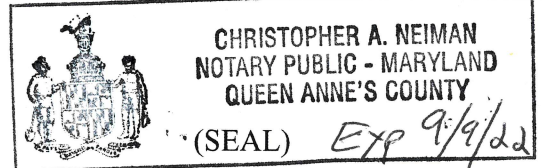
9. Applicants

(1) Inez Guendoline Santori 101 Trafford Drive, Chestertown, MD 21620
Name Residence
5 years 2 months Development Committee 443 282 9551
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8 day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Inez Santori the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

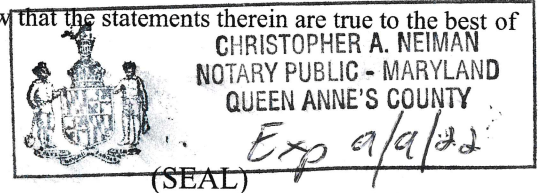


(2) Pamela L. White 222 S. Water St, Chestertown, MD
Name Residence
9 yrs Imm Past President 301 802 2071
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8 day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Pamela White the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

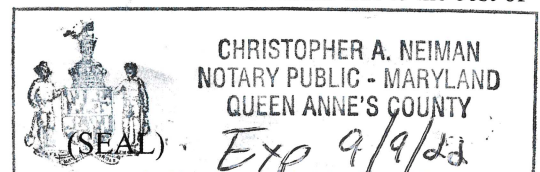


(3) Patricia A Gilson 125-3 Philosophers Terrace, Chestertown, MD
Name Residence
5 years board member 443-282-0878
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8 day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Patricia Gilson the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



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

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

Zvi Guttman

Signature (s)

Zvi Guttman

Print Name

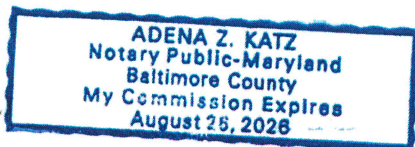
STATE OF MARYLAND, Baltimore County:

THIS CERTIFIES, that on the 2nd day of August, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared Zvi Guttman
and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Adena Z. Katz

(SEAL)



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. CHESTERTOWN RIVERARTS
Address 315 HIGH STREET CHESTERTOWN MD 21620
Name CHRIS SAGE Phone # 410 778 6300
(Please Print)
[Signature] Date 7/31/22
(Signature)





Sondra M. Blackiston, Clerk/Kate Manager
8/23/2022
County Commissioners Meeting

Item Summary:

Special Class "C" Per Diem License Issued

ATTACHMENTS:

Description

4840 St. John's Catholic Church, Application

4840

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

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

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

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

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

St John's Bull Roast - St. John's Catholic Church

Address Main Street Rock Hall, Md

Type of Function Beef Dinner

Location of Function Rock Hall Vol Fire Co grounds

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

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

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

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

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) 8-21-22
Begin at: 1:00 End at: 5:00 and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ 5.00) in payment for the license.

Please Select One:

☒ **Pick Up**

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

9. Applicants

(1) Ernest Strong 3714 E Neck Rd Rock Hall Md
Name Residence
64 yr ASSOC. 6392211
Length of Residence in Kent Co. Committee Title Phone No. Ernest Strong
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of July, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Ernest Strong the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Brenda Capel Chestertown Md
Name Residence
66 years Assoc 443 480 2186
Length of Residence in Kent Co. Committee Title Phone No. Brenda Capel
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of July, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Brenda Capel the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Merritt L. George Rock Hall Md.
Name Residence
75 Assoc 410.430.6555
Length of Residence in Kent Co. Committee Title Phone No. Merritt George
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of July, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Merritt M. George the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

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

Fire Co

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

Mildred J. Strong Signature (s)

Mildred J. Strong Print Name

STATE OF MARYLAND, Kent:

THIS CERTIFIES, that on the 15th day of July, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared _____
Mildred J. Strong and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

July 20

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. St John's Catholic Church

Address Main Street, Rock Hall, MD 21661

Name Tot Strong Phone # 410 708 4969
(Please Print)

Tot Strong Date 7/15/22
(Signature)





Sondra M. Blackiston, Clerk/Kate Manager
8/23/2022
County Commissioners Meeting

Item Summary:

Special Class "C" Per Diem License Issued

ATTACHMENTS:

Description

4838 Rock Hall Lions Club, Application

4838

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

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

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

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

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

Rock Hall Lions Club

Address P.O. Box 285

Type of Function Beach Party with Pirates + Waffles Weekend

Location of Function Beach Park

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

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

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

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) Saturday April 13, 2022
Begin at: NOON End at: 4 PM and the applicant tenders herewith the sum of (\$ 5.00 Per Diem) (\$ 5.00) in payment for the license.

Please Select One:

☒ Pick Up - 410 708 7607

☒ Mail Permit (will be mailed to above address)

County Commissioners
Office

Date 8-12-22 LLC

9. Applicants

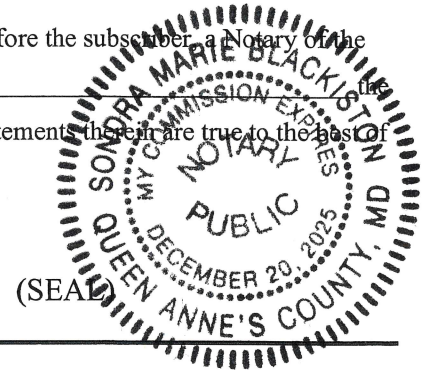
(1) Ron Jayne SR 5578 South Main Street Rock Hall, MD
Name Residence 21061
410 310 6824 remote / telephone
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)
Verified w/ 2018 application 4345

STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Ron Jayne the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sondra M. Blackiston



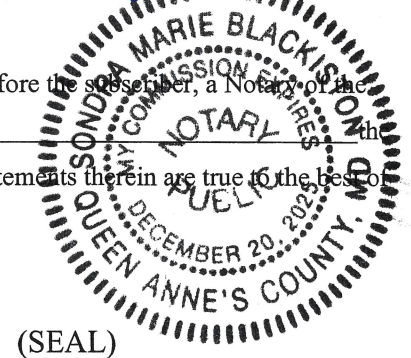
(2) Robin Fithian 6170 Anderson Avenue
Name Residence
410 708-0279 remote / telephone
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)
Known for 17 years

STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Robin Fithian the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sondra M. Blackiston



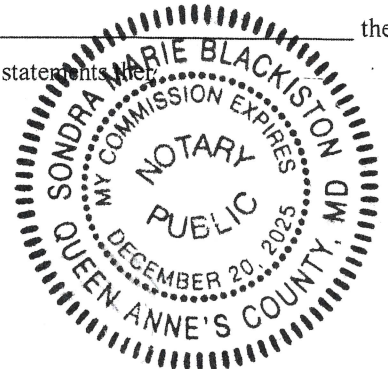
(3) Debra S Woodruff-Coppen Rock Hall MD
Name Residence
610-220 9104 below *
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Debra Woodruff - Coppen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sondra M. Blackiston
Debra Woodruff-Coppen *



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

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

Robert S. Resele Signature (s)

Robert S Resele Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 11th day of August, 20 22,

before the subscriber, a Notary of the State of Maryland, personally appeared _____

Robert REsele and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

[Signature]



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Rock Hall Lions Club

Address P.O. Box 285 Rock Hall MD 21661

Name Debra J Wadniff-Cappan Phone # 610-220-9104
(Please Print)

[Signature]
(Signature)

Date 08/11/22





Sondra M. Blackiston, Clerk/Kate Manager
8/23/2022
County Commissioners Meeting

Item Summary:

Special Class "C" Per Diem License Issued

ATTACHMENTS:

Description

4839 Sumner Hall, Application

4839

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

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

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

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

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

SUMNER HALL

Address 206 S. QUEEN ST., CHESTERTOWN, MD 21620

Type of Function Legacy Day

Location of Function WILMER PARK

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) August 20, 2022
Begin at: 4:00 PM End at: 10:00 PM and the applicant tenders herewith the sum of \$5.00 Per Diem) (\$)
in payment for the license.

Please Select One:

☒ **Pick Up** Phone 410-708 8009
☐ **Mail Permit** (will be mailed to above address)

County Commissioners
Office

Date 8-11-22 LLC

9. Applicants

① Barbara Barrett Foster 17 Byford Court, Chestertown MD 21620
Name Residence
20 years Summer Hall 410-708-4448 Barbara Barrett Foster
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

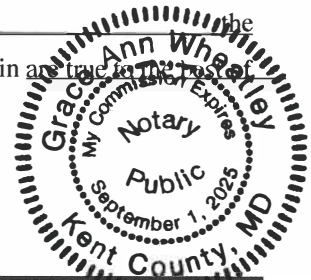
STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Barbara Barrett Foster the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Grace A Wheatley

(SEAL)



② Dianne E. Isaacs Carroll 7464 Cedar Rd. Chestertown Md. 21620
Name Residence
18 yrs Summer Hall 410-708-8009 Dianne E. Isaacs Carroll
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

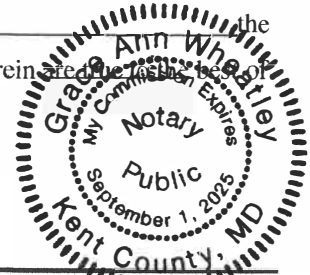
STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Dianne E. Isaacs Carroll the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Grace A Wheatley

(SEAL)



③ Airlee R. Johnson 8826 Orchard Dr Chestertown, MD
Name Residence
20 yrs Summer Hall 410-708-7472 Airlee Johnson 21620
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 11th day of August, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Airlee R. Johnson the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Grace A Wheatley

(SEAL)



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

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

W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

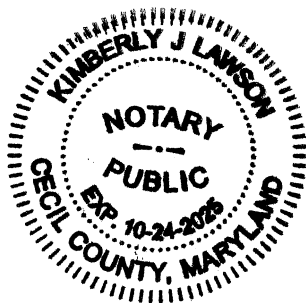
STATE OF MARYLAND, Kent:

THIS CERTIFIES, that on the 14th day of August, 2022
before the subscriber, a Notary of the State of Maryland, personally appeared William Ingersoll
William Ingersoll and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Kimberly J. Lawson

(SEAL)



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. SUMNER HALL

Address 206 SOUTH QUEEN STREET

Name BARBARA BARRETT FOSTER Phone # 410-708-4448
(Please Print) 2nd Vice-President

Barbara Barrett Foster Date August 11, 2022
(Signature)





Citizen Interest Forms 8/23/2022 County Commissioners Meeting

Item Summary:

Police Accountability Board

ATTACHMENTS:

Description



Glencoe Road, Kennedyville
8/23/2022
County Commissioners Meeting

Item Summary:

Response Letter

ATTACHMENTS:

Description



Procedures For Public Comment 8/23/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

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



Simon Kenyon, President, Friends of Eastern Neck
8/23/2022
County Commissioners Meeting

Item Summary:

Letter of Thanks

ATTACHMENTS:

Description



American Rescue Plan Act (ARPA) Funds Spend Plan 8/23/2022 County Commissioners Meeting

ATTACHMENTS:

Description

8-9-2022 ARPA Fund Commissioner Report

**FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
8/9/2022**

AMERICAN RESCUE PLAN ACT FUND

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/31/2021	Water & Wastewater Fund	\$ 275,000	Clariflocculator Replacement Project
9/21/2021	KC Local Management Board	112,800	Feed the Elderly Year 1
10/26/2021	Information Technology	67,429	AV System
10/26/2021	Information Technology	27,095	IT Software
12/14/2021	Information Technology	665,000	Neighborhood Grants & Infrastructure Grants Office of Statewide Broadband
1/11/2022	Water & Wastewater Fund	2,817	Change order #1 equipment and cabinet, Fairlee Clariflocculator Replacement Project
1/11/2022	Water & Wastewater Fund	90,642	Change order #2 Demo, aeration tower, Fairlee Clariflocculator Replacement Project
2/1/2022	Emergency Operations Center	14,087	A/V equipment in EOC-video conferencing
2/8/2022	Water & Wastewater Fund	110,065	SCADA Pump Station Monitoring
2/8/2022	Water & Wastewater Fund	57,500	Kent County Regional Wastewater Treatment Plant Feasibility Study-Millington/Rt 301
2/8/2022	Water & Wastewater Fund	52,910	Tolchester Wastewater Treatment Plant Influent Screen Replacement Project-design services
3/8/2022	KC Local Management Board	204,115	Feed the Elderly Year 2 and Year 3
3/22/2022	Water & Wastewater Fund	32,981	Worton WWTP influent lagoon-engineering- Design and bid services
AMOUNT OF FUNDS COMMITTED		<u>\$ 1,712,441</u>	
AMOUNT OF ARPA FUNDS		<u>\$ 3,766,777</u>	
BALANCE OF ARPA FUNDS REMAINING		<u>\$ 2,054,336</u>	



Contingency and Use of Fund Balance Report 8/23/2022 County Commissioners Meeting

ATTACHMENTS:

Description

8-9-2022 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
August 9, 2022**

[illegible]