

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

August 22, 2023

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

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

Consent Items

- #1 - Regular Session Minutes, August 8, 2023
- #2 - Liquor Minutes, August 8, 2023
- #3 - Public Hearing Minutes, August 8, 2023
- #4 - 2022 Planning Commission Annual Report

Special Class C Licenses

- Minary's Dream Alliance, Beer and Wine Only, September 16, 2023
- Kent County Chamber of Commerce, Beer, Wine and Liquor, September 23, 2023

County Attorney

- Thomas N. Yeager, County Attorney
- Public Hearing Protocols

Public Hearing

- Jamie Williams, Director, Economic and Tourism Development
- Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension

Proclamation

- Nivek Johnson, Airlee Ringgold Johnson Legacy Day, Proclamation
- Airlee Ringgold Johnson Legacy Day

Public Works Director

- Water and Wastewater Division
- Comprehensive Water and Sewerage Plan Amendment, Toal Park Sewer Connection
- Water and Wastewater Division
- Sewer Connection Funding Request

Kent Alcohol and Tobacco Enforcement KATE

- Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
- Alcoholic Beverage License Compliance Check
- Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
- Compliance Check Results, 21 or None Tobacco Campaign

Departmental Appointments

Carla Gerber, Deputy Director, Planning, Housing, and Zoning
Environmental Systems Research Institute (Esri) Small Government Enterprise Agreement

Rosemary Ramsey Granillo, Director, Kent County Local Management Board
FY2024 Safe Summer Grant Application

Pete Landon, Director, Office of Emergency Services
Motorola Solutions Service Agreement

Pete Landon, Director, Office of Emergency Services
Motorola Solutions Software Implementation and Upgrade Service Agreement

Pete Landon, Director, Office of Emergency Services
Motorola Solutions - Solutions II Computer Aided Dispatch (CAD) Services Renewal

Human Resources Director

Jim Miller, Director, Human Resources
Part-Time EMT-B Vacancy

Jim Miller, Director, Human Resources
Part-Time EMT-B Vacancy

Jim Miller, Director, Human Resources
Part-Time EMT-B Vacancy

Jim Miller, Director, Human Resources
Kent County Office of Emergency Services, Kent County Detention Center, and Police Accountability Board, Inner-Office Vacancy
- Administrative Specialist I

Jim Miller, Director, Human Resources
Revision to Employee Handbook, Resolution 2023-15

Jim Miller, Director, Human Resources
Revision to Employee Handbook, Resolution 2023-16

Jim Miller, Director, Human Resources
Restructure Human Resources Department

County Administrator

La Sherra Ayala, Executive Director, Maryland Department of Human Services
FY2024 Summer Supplemental Nutrition Assistance Program (SNAP) Memorandum of Agreement

Owen Bailey, Director, Land Use and Policy, Eastern Shore Land Conservancy
Letter of Support

County Administrator Report

Serena Coleman McIlwain, Secretary, Maryland Department of the Environment
Invite to Visit Millington Wastewater Treatment Plant

Sumner Hall, Beer and Wine Only, August 18-19, 2023
Special Class C (Per Diem) Liquor License Application

St. John Catholic Church/Sacred Heart Parish, Raffle Only, August 20, 2023

Raffle Permit Application

Letters for Signature

State Revitalization Programs, Division of Neighborhood Revitalization

Letters of Support

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Robin Davenport, Executive Director, Court Appointed Special Advocates For Children

Letter of Thanks

Kent County Planning Commission

Kent County Planning Commission Letter

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

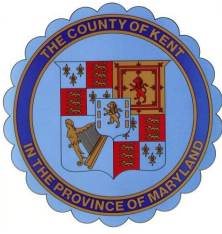
Closed Session

Jim Miller, Director, Human Resource Department

Personnel

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

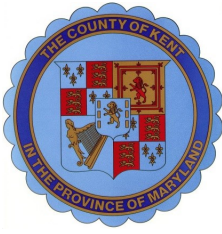
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific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



**#1 - Regular Session Minutes, August 8, 2023
8/22/2023
County Commissioners Meeting**

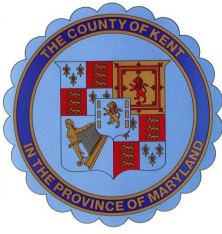
ATTACHMENTS:

Description



#2 - Liquor Minutes, August 8, 2023
8/22/2023
County Commissioners Meeting

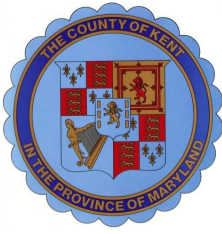
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, August 8, 2023
8/22/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



#4 - 2022 Planning Commission Annual Report 8/22/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Letter from the Planning Commission

2022 Annual Report to MDP



Planning Commission
Department of Planning, Housing, and Zoning

August 3, 2023

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

RE: 2022 Annual Report to the Maryland Department of Planning

Dear President Fithian:

The Kent County Planning Commission reviewed the attached Annual Report for the 2022 Calendar Year at its meeting on August 3, 2023. 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

Joe Hickman
Chairman

Enclosure



Department of Planning, Housing, and Zoning

August 3, 2023

Office of the Secretary
Maryland Department of Planning
Attn: David Dahlstrom, AICP
301 W. Preston St., Suite 1101
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2022

Dear Mr. Dahlstrom:

The Kent County Planning Commission approved the following annual report for the reporting year 2022, as required under [§1-207\(b\)](#) and [§1-208\(c\)\(1\)\(i\) and \(c\)\(3\)\(ii\)](#) of the Land Use Article on August 3, 2023. In addition, the 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):

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

Residential – Calendar Year 2022	PFA	Non - PFA	Total
New Residential Permits Issued	13	31	44

2. The County preserved the following number of acres using local agricultural land preservation funds, (if applicable):

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

3. The County is scheduled to complete and submit a five-year mid-cycle comprehensive plan implementation review report this year? Y ☐ N ☒

The most recent Comprehensive Plan was adopted in April 2018.

4. The County is scheduled to update the Development Capacity Analysis this year? Y ☒ N ☐
If no, 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, zoning, new schools, water or sewer service, and annexations that change the unincorporated boundaries? If yes, describe or attach a

map of the changes, and describe how they are consistent with internal, state, or adjoining jurisdiction plans. Y ☒ N ☐

22-89 Town of Millington – Annexation
Map 400, Parcel 258 – zoned Village (V)

Mountaire Farms of Delaware, Inc., requested that Map 400, Parcel 258 be annexed into the Town of Millington. Mountaire Farms of Delaware, Inc., owns a grain facility in Millington that is located on two parcels. One parcel is within the town limits and the other parcel is not. The parcel that is not within the Town is almost completely surrounded by the Town. The annexation parcel is included within the Municipal Growth Element of the Millington Comprehensive Plan and is considered a priority for annexation. The annexation is consistent with the goals and strategies in the Kent County Comprehensive Plan.

23-02 Town of Millington – Annexation
172 Sassafras Street, Millington – zoned Village (V)

Millington Elementary School, identified as Tax Map 32, Parcel 49, is located primarily outside the Town's boundaries. A small area of the parcel is already located inside the Town. The proposal is consistent with the goals and strategies in the Kent County Comprehensive Plan. The annexation parcel is included within the Municipal Growth Element of the Millington Comprehensive Plan.

6. Did your jurisdiction implement recommendations to improve the local planning and development process? If yes, please describe. 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, timelines, and alter the process by which some uses and site plans are reviewed.

7. Are there any issues that MDP can assist with in 2023? If yes, please describe. 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.

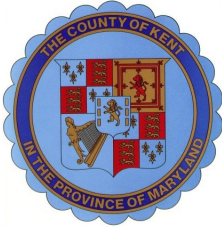
8. Have all Planning Commission and Board of Appeals members completed a training course?

Y ☒ N ☐

Sincerely,



Francis J. Hickman
Chair, Kent County Planning Commission



**Minary's Dream Alliance, Beer and Wine Only, September 16, 2023
8/22/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Minary's Dream Alliance, Beer and Wine Only, September 16, 2023, Application

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:

Mary's Dream Alliance

Address 9188 American Legion Rd. Chestertown, MD

Type of Function Music & Wine Festival - fundraising

Location of Function 9188 American Legion Rd. Chestertown MD

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Sept 16th Sat.
Begin at: 12pm End at: 12pm 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) Mirrus Dream Alliance 9155 American Legion Rd.
Name Residence
3 Parent 410.691.728
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Vanessa J. Haberman Mirrus Dream Alliance 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.

Rebecca Miller



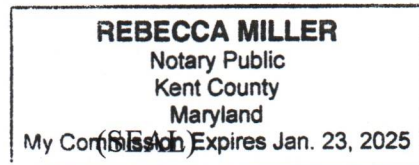
(2) Paul L.A. Tue 9155 American Legion Rd.
Name Residence
3 Co-founder 443-480-0710
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Paul L.A. Tue 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.

Rebecca Miller



(3) Kim Righi 209 Glen St Chestertown
Name Residence
12 years Finance Director 443-553-4179
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kim Righi 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.

Rebecca Miller



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

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: [Signature] PRINT NAME: Paul H. Turner

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Minors Dream Delicance

AUTHORIZED AGENT SIGNATURE: [Signature] PRINT NAME: Carissa Johnson-Turner

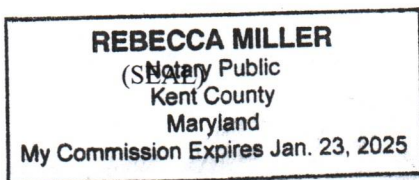
TITLE OF AUTHORIZED AGENT: Parent Engagement Coord.

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 10th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Rebecca Miller and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Rebecca Miller



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
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, 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. Murphy's Dream Alliance

Address 9155 American Legion Rd. Chestertown, MD

Name Vanessa Tharion Tuxen Whelan Tuxen
(Please Print) (Signature)

Phone # 410 699 1708 Date 8-10-23



**Kent County Chamber of Commerce, Beer, Wine and Liquor,
September 23, 2023**

8/22/2023

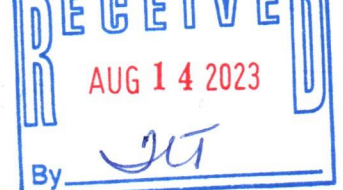
County Commissioners Meeting

ATTACHMENTS:

Description

Kent County Chamber of Commerce, Beer, Wine and Liquor, September 23, 2023, Application

#4894

**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:

Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

Type of Function Fall FunFest

Location of Function 200 Block of High Street and Memorial Plaza

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 23, 2023
Begin at: 1:00 pm End at: 6:00 pm and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$ 25)
in payment for the license.

Please Select One:

☒ **Pick Up**

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

9. Applicants

(1) Karyn L. Dustin 23150 Old Fairlee Rd Chestertown, MD 21620
Name Karyn L. Dustin Residence
2 years Treasurer 410-490-5703 Karyn L. Dustin
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

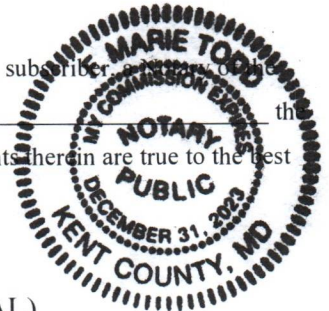
STATE OF MARYLAND

This certifies, that on the 1ST day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared KARYN L DUSTIN 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.

[Signature]

(SEAL)



(2) Andrew Gillespie 8049 Quaker Neck Rd Chestertown MD 21620
Name Andrew Gillespie Residence
34 years Board 410-7081558 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1ST day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Andrew Gillespie 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.

Karyn L. Dustin

my commission expires 1/24/2024

(SEAL)

(3) ZANE CARTER 25329 PARADISE PT. LN. WORTON, MD 21678
Name ZANE CARTER Residence
35 YRS. KCC BOARD 410-778-7370 [Signature]
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

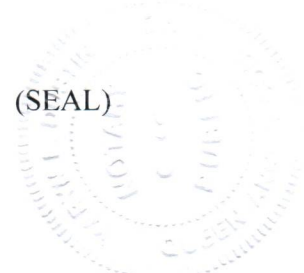
This certifies, that on the 9th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Zane Carter the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L. Dustin

my commission expires 1/24/2024

(SEAL)



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

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

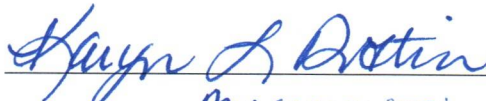
 Signature (s)

Meghan Livie Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 1st day of August, 20 23,
before the subscriber, a Notary of the State of Maryland, personally appeared Meghan Livie
and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.


My commission expires 1/24/2024



#4894

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

DAVID M. CARRIER
ALCOHOLIC BEVERAGE & TOBACCO
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.

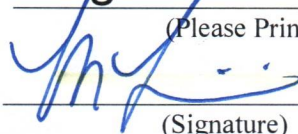
Name of organization, club, etc. Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

Name Meghan Livie

(Please Print)

Phone # 443-480-1499



(Signature)

Date 8/1/23





Thomas N. Yeager, County Attorney
8/22/2023
County Commissioners Meeting

Item Summary:

Public Hearing Protocols

ATTACHMENTS:

Description

08.22.23 Procedures for Testifying, Public Hearing, CHR Bill No. 4-2023

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

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

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

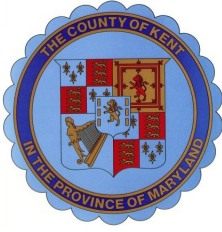
The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1.** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2.** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3.** Each person testifying will have three minutes for his/her remarks.
- Rule 4.** The Chair will maintain order via voice commands.
- Rule 5.** Stick to the issues at hand.

Written comments will be accepted until Friday, August 25, 2023 at 12:00 p.m. (noon) by the following methods:

By Email:
kentcounty@kentgov.org

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



Jamie Williams, Director, Economic and Tourism Development
8/22/2023
County Commissioners Meeting

Item Summary:

Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension

ATTACHMENTS:

Description

08.22.23 Public Hearing Testimony Log

CHR Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension, Public Hearing Notice

CHR Bill No. 4-2023 Residential Sprinkler Property Tax Credit Extension DRAFT Legislation

TESTIMONY LOG

PUBLIC HEARING

August 22, 2023

CODE HOME RULE 4-2023 CHR BILL NO. 4-2023 RESIDENTIAL SPRINKLER PROPERTY TAX CREDIT EXTENSION

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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



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

August 1, 2023
Legislative Session Day

Legislative Session Day
August 1, 2023

CODE HOME RULE
BILL NO. 4-2023

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

AN ACT to amend Chapter 152 Taxation, Article X. Residential Sprinkler Property Tax Credit of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to extend the expiration date of a real property tax credit when a sprinkler system is installed.

A hearing will be held on August 22, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, August 18, 2023.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/10/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

August 1, 2023
Legislative Session Day

Legislative Session Day
August 1, 2023

CODE HOME RULE
BILL NO. 4-2023

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

AN ACT to amend Chapter 152 Taxation, Article X. Residential Sprinkler Property Tax Credit of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to extend the expiration date of a real property tax credit when a sprinkler system is installed.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, August 1, 2023, ordered posted and public hearing scheduled on **August 22, 2023**, at **10:00 a.m.** in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **August 22, 2023**. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on **September 19, 2023**, a legislative session day.

**A BILL ENTITLED CHR 4-2023 RESIDENTIAL SPRINKLER
PROPERTY TAX CREDIT EXTENSION**

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152 Taxation, Article X is hereby amended to extend the expiration date of qualified properties and provisions as follows:

Article X
Residential Sprinkler Property Tax Credit

§ 152-38 Statutory authorization.

Pursuant to authorization contained in § 9-232 of the Tax-Property Article, Annotated Code of Maryland, Kent County may grant, by law a property tax credit against the County property tax imposed on improvements to real property if there is installed in the improvements a complete automatic fire protection sprinkler system, installed in accordance with accepted codes and standards established by the Maryland State Fire Prevention Commission.

§ 152-39 Definitions.

In this article, the following words have the meanings indicated.

QUALIFIED PROPERTIES - Residential properties that:

- A. Include a complete automatic fire protection sprinkler system; and
- B. Are used as a principal residence of the homeowner; and
- C. Have completed construction between January 1, 2020, and December 31, ~~2023~~ **2027**.

§ 152-40 Tax credit granted; expiration of provisions.

- A. Kent County grants a tax credit against the County real property tax imposed on qualified properties.
- B. The tax credit allowed under this section is the lesser of:
 - (1) The total cost of the sprinkler system; or
 - (2) Five thousand dollars.
- C. Application of credit:
 - (1) The amount of the credit applied in a tax year may not exceed the amount of the County property tax imposed on the property in that tax year.

- (2) Any amount of the credit not taken in the tax year in which the application is granted may be carried over for an additional two years.
- D. An application for a tax credit shall be submitted to the Chief Finance Officer on the form that the Chief Finance Officer designates.
- E. A tax credit granted under this article may not be transferred to any subsequent owner.
- F. This article expires on December 31, ~~2023~~ **2027**.

DRAFT

SECTION 2. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this

Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

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



**Nivek Johnson, Airlee Ringgold Johnson Legacy Day, Proclamation
8/22/2023
County Commissioners Meeting**

Item Summary:

Airlee Ringgold Johnson Legacy Day

ATTACHMENTS:

Description

8.22.23 Proclamation, Airlee Ringgold Johnson, Legacy Day

Kent County, Maryland



Proclamation

AIRLEE RINGGOLD JOHNSON "LEGACY DAY" AUGUST 19-21, 2023

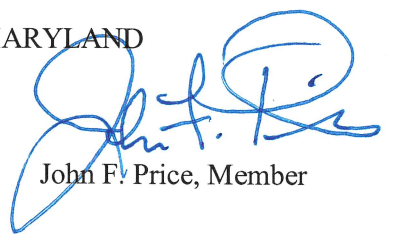
- WHEREAS,** Legacy Day brings hundreds of Kent County citizens of all races and ethnicities together every August to celebrate African American history and culture; and
- WHEREAS,** Airlee Ringgold Johnson has provided the indispensable leadership that has made Legacy Day a success and has furthered its expansion from a parade, an exhibit, and a Saturday night dance party to a weekend of celebration and activities; and
- WHEREAS,** Airlee Ringgold Johnson has contributed her time and talents to honor her heritage and to bring awareness to the Kent County community, including her work as a community historian at Washington College's Starr Center that helps uncover and preserve local African American history.; and
- WHEREAS,** Legacy Day will celebrate its 10th anniversary on the weekend of August 19 through August 21; and

NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, do hereby proclaim August 19-21, 2023, as **Airlee Ringgold Johnson "Legacy Day"** and call upon all citizens of Kent County to join together in support of programs sponsored by Legacy Day to celebrate and preserve our shared history and culture.

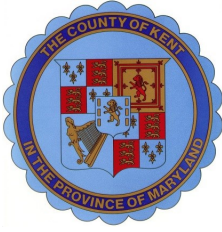
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

August 22, 2023



Water and Wastewater Division 8/22/2023 County Commissioners Meeting

Item Summary:

Comprehensive Water and Sewerage Plan Amendment, Toal Park Sewer Connection

ATTACHMENTS:

Description

Toal Park POS Grant

Planning Commission Submittal

County Planning Commission Review

MDE and MDP Draft Comments

Draft Resolution

**Maryland Department of Natural Resources
Program Open Space (POS) Local Grant**

Development & Capital Renewal Application and Project Agreement

POS PROJECT # 7490-14-121

(DNR Use Only)

1. PROJECT INFORMATION: Please fill out all sections of the form completely unless otherwise indicated.

PARK NAME Toal Park

PROJECT NAME Restroom Design Services, Construction Plans and Groundbreaking

2. PROJECT LOCATION: Please identify all applicable parcels.

Street Address: 13753 Augustine Herman Highway

City/Town Galena **County** Kent **Zip Code** 21635

County Tax Map 0007 **Grid** 0003E **Parcel** 0357 **Lot**

SDAT Account Identifier 01- 018388 (Lot 1) / 01- 028650 (Lot 2) **MD Legislative District** 36th

District-Subdivision-Account Number or Ward-Section-Block-Lot (as applicable)

3. PROJECT DETAILS:

a. Type of project: Development ☒ Capital Renewal ☐

b. Is this project located in a Priority Funding Area (PFA)? Yes ☐ No ☒

If this project is not in a PFA, does it serve population from more than one PFA? Yes ☒ No ☐

c. Is this project constructing an indoor facility? Yes ☒ No ☐

Is the indoor facility 7,500 square feet or greater? Yes ☐ No ☒

If this is an indoor facility and the facility is 7,500 square feet or greater, please acknowledge the following:

The facility will meet the equivalent of LEED Green Building Rating System Silver rating. Initial Here

The facility will incorporate the nonstructural site design practices in the Maryland Stormwater Design Manual in COMAR 26.17.02. Initial Here

d. Please describe the public access that will be available on the property and note any restrictions or limitations, both prior and subsequent to park development:

The park and its amenities are available for public use on a daily basis from dawn to dusk.

4. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development, does it build upon an existing facility, or is it a capital renewal project? Provide all of the information that you feel is necessary to explain and justify the project. Attach a separate sheet, if necessary.

Toal Park consists of two lots (20 acres and 17.58 acres) totaling 37.5 acres and is located in Galena, the northern most area of Kent County. Currently, the park does not have a permanent restroom facility and portable facilities are placed in the park on a seasonal basis from April – November each year. With the extension of sewer service from the Town of Galena and highly favorable proposals to extend bike and pedestrian paths from the Town to the Georgetown, MD waterfront, the demand for increased use of Toal Park is expected to rapidly increase for recreational uses. Additionally, the park is also experiencing an increased use as a picnic and rest stop for traffic along Route 213. US 301 reaches the Maryland–Delaware state line, where it continues northeast into New Castle County, Delaware, along an all-electronic toll freeway. Due to the US 301 tolls located just outside of the Maryland State Line in Warwick, Cecil County, that borders Kent County, motorists regularly bypass and reroute to avoid paying the toll. With the welcomed improvements by park and facility users, the volume of use of the park and its amenities will increase. The life expectancy of the project is a minimum of twenty years.

5. PROJECT PERIOD: From: 9/6/2022 Date of Letter of Acknowledgement or Letter of Concurrence (DNR Use Only)
 To: 12/31/2023 Estimated Date of Completion (Must be filled in by Applicant)

Please provide a provide a proposed development schedule:

Design Start Date (if applicable) 6/1/2023 Design End Date 12/31/2023
 Construction Start Date _____ Construction End Date _____

6. ITEMIZED DETAILED COST ESTIMATE: Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
1	POS Acknowledgement Signage (Existing)	0.00
2	Request for Proposals Advertising	100
3	Design Services and Construction Plans	52,450
4	Groundbreaking/Construction	52,450
TOTAL DEVELOPMENT COSTS:		105,000

7. PROJECT FUNDING:

POS FUNDS REQUESTED: \$ 94,500 90 %
PRIOR POS FUNDS APPROVED: \$ _____ %
LOCAL FUNDS: \$ 10,500 10 %
OTHER FUNDS: \$ _____ % (Specify Source/Type) _____
TOTAL PROJECT COST: \$ 105,000 100 %

8. FEDERAL FUNDS: (check one of the options below)

a. The Applicant certifies that it has received Federal funds for this project. _____

Please indicate type of Federal fund received and amount: _____

b. The Applicant certifies that it has not received Federal funds for this project. X

9. APPLICANT INFORMATION: Note that the Applicant is also the County or Municipality that will be receiving the funding at reimbursement.

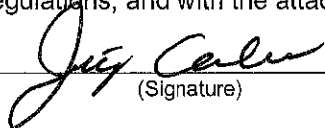
APPLICANT County Commissioners of Kent County, MD APPLICANT'S
 FEDERAL ID # 52-6000974

10. LOCAL PROJECT COORDINATOR:

Jillyn Coleman Acting Director Parks & Recreation
 (Print Name) (Title) (Department) (Organization)
 P.O. Box 67 Worton MD 21678
 (Mailing Address) (City) (State) (Zip)
 410-810-5948 443-480-0174 jcoleman@kentgov.org
 (Phone Number) (Mobile Number) (Email Address)

11. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I have read the terms of the "Project Agreement and General Conditions" of the Local Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, all applicable Local, State and Federal statutes and regulations, and with the attachments included herewith and made a part thereof.



(Signature)

Jillyn Coleman

(Print Name)

Acting Director

(Title/Organization)

9/6/2022

(Date)

PROGRAM ADMINISTRATIVE REVIEW: (DNR Use Only)

ON-SITE INSPECTION: DATE _____ BY _____

DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(BPW Agenda Item Number)

Revised 06/22

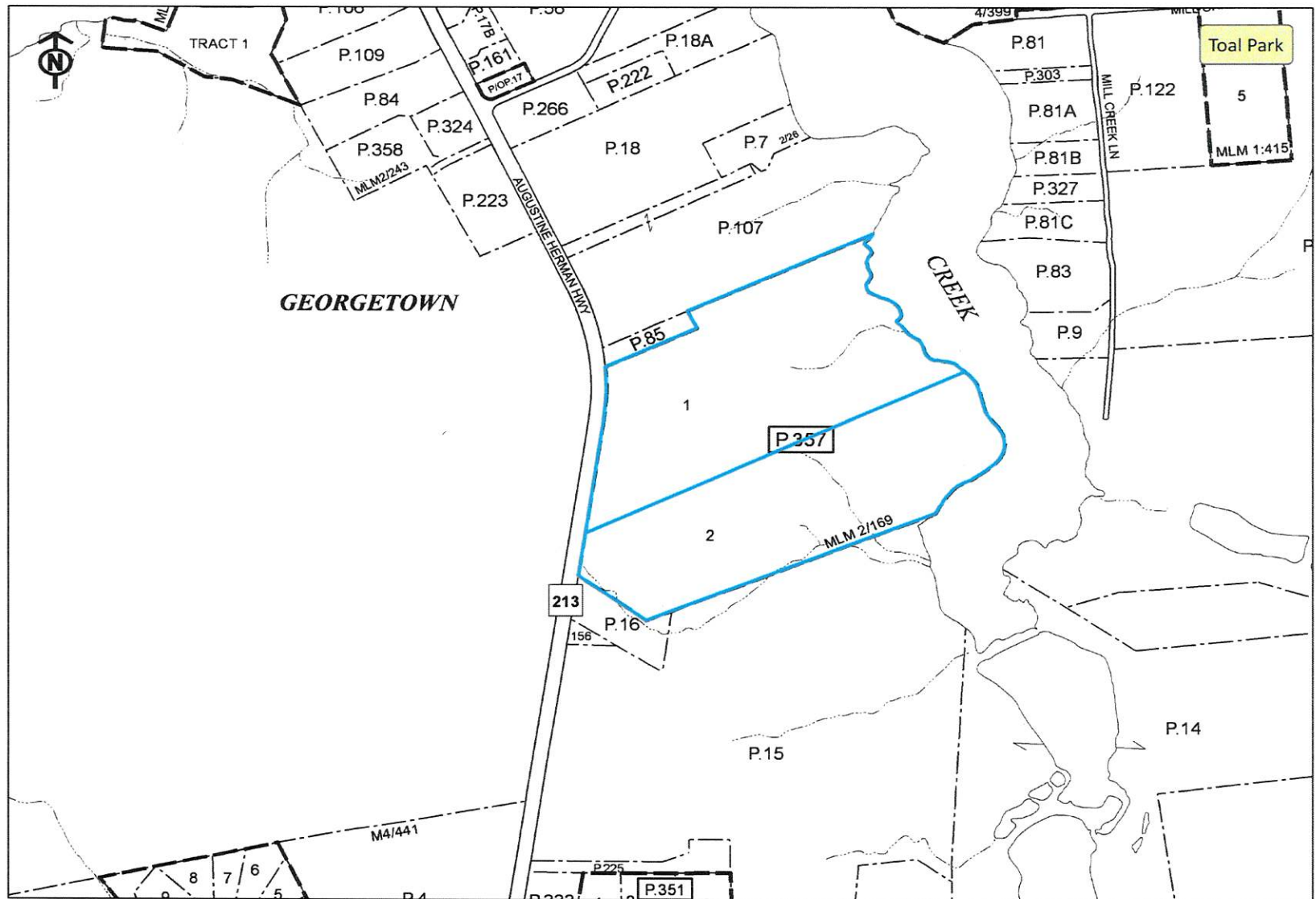
KENT COUNTY, MARYLAND



KENT COUNTY, MARYLAND
PROGRAM OPEN SPACE ANNUAL PROGRAM
TOAL PARK – SITE PLAN



KENT COUNTY, MARYLAND
 PROGRAM OPEN SPACE ANNUAL PROGRAM
 TOAL PARK



Source: Kent County Dept. of Planning, Housing and Zoning. MdProperty View 2011. Map prepared August 2013.

1 inch = 500 feet

KENT COUNTY, MARYLAND
PROGRAM OPEN SPACE ANNUAL PROGRAM
TOAL PARK



Source: Kent County Dept. of Planning, Housing and Zoning. MdProperty View 2011. Map prepared August 2013.

1 inch = 500 feet



Department of Planning, Housing, and Zoning

August 29, 2022

Michael McQuarrie, Program Administrator
Land Acquisition and Planning
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD 21401

**RE: Kent County FY23 Program Open Space Project
Toal Park Restroom Design Services and Construction Plans - \$105,000**

Dear Mr. McQuarrie:

I'm writing you today in support of the proposed project for Program Open Space Project funding of \$105,000. The proposed project will benefit the local community by providing for patron safety, protecting public resources, and increasing the number of visitors and use of this public facility by the general public.

It's my understanding that the project would provide a permanent restroom facility in the park, which is located on Route 213 and is anticipated to be connected to the proposed bike and pedestrian paths from the Town of Galena to the (unincorporated) Georgetown waterfront. With the improvements, the volume of use of the park and its amenities would be expected to increase.

The project would be consistent with Kent County's 2018 Comprehensive Plan. Specifically, the County's Comprehensive Plan states on page 111, "it is important that the County provide open spaces and foster in-town and village recreational opportunities." Toal Park is specifically included by name on page 112, and the Plan sets specific goals and strategies related to facilities in and near towns and villages. Providing safe and adequate facilities will assist the County in attracting growth to designated growth areas.

If you have any questions, please let me know.

Thank you for your consideration.

Sincerely,

William A. Mackey, AICP, Director

c: Shelley L. Heller, Kent County Administrator
Jillyn Coleman, Recreation Supervisor/Acting Director, Kent County Parks and Recreation

**Maryland Department of Natural Resources
Program Open Space (POS) Local Grant**

Funding Authorization Form

August 27, 2022

(Date)

Program Open Space Grants
Department of Natural Resources
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, Maryland 21401

RE: Toal Park – Restroom Design & Construction Documents

Park Name – Project Name

As the official designated by Kent County for the purpose of dispensing the
(Specify County or Baltimore City)

Program Open Space apportionments for this political subdivision, I hereby certify that

County Commissioners of Kent County, Department of Parks & Recreation

(Applicant)

may apply for the following funds on the above referenced project.

Name of Grant Program	Amount
Program Open Space (POS) Local	\$94,500
Land and Water Conservation Fund	
Other (specify)	\$10,500
TOTAL:	\$105,000



Signature – County Liaison Officer

Jeanne Edwards, Senior Accountant

Type Name of County Liaison



**DEPARTMENT OF
PUBLIC WORKS**

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

Michael S. Moulds, P.E., Director
mmoulds@kentgov.org

Memorandum

To: William Mackey, Director
Copy: Shelley Heller, County Administrator
From: Mike Moulds, PE Director of Public Works *MSM*
Date: December 8, 2022
Re: M7-P357 Water and Sewerage Comprehensive Plan Amendment

The County has applied for Program Open Space funding (POS #7490-14-121) to design and construct public restroom facilities at the County's Toal Park. The project proposes installation of a well water supply and grinder pump connection to the County sewer line running along Route 213. The sewer line was initially constructed in 2020 to serve the Georgetown area. Toal Park is not included in the existing County service area identified in the Comprehensive Plan on Figure 4-3 Town of Galena Wastewater Treatment Plant and Sewerage Area and the sewer line is designated as a denied access line.

As a condition of POS funding, the County is proposing an amendment to the Comprehensive Water and Sewerage Plan to include Toal Park (Map 7, Parcel 357) in the existing sewer service area. Included with this Memorandum is the proposed revised Figure 4-3 noting the location of Toal Park.

Denied Access

The Comprehensive Water and Sewer Plan includes a provision in Section 1.4.6 Denied Access Facilities that *Connection of any property or parcel to a "Denied Access" line is prohibited unless all of the following is demonstrated:*

- 1. The allocation is for an improved legal lot of record that existed prior to the County adoption of the denied access line in the Water and Sewer Plan, and the local health department has certified that the septic system is failing and cannot be corrected on site; or the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements;*
- 2. The served properties are contiguous to the right-of-way containing the service main;*
- 3. There is adequate capacity in the treatment and conveyance system to serve the new area or the County has allocation available from the municipality; and*

4. *There shall be only one allocation granted per lot, except that additional allocations may be granted if there are multiple authorized uses existing on the lot as of the date of the installation of the line, such as an apartment, small business, second home, so on.*

The County at this time is able to meet conditions 2, 3 and 4. As the proposed restroom facility is a beneficial public use for an existing public park, the County is also requesting a waiver to not expend public funds to demonstrate that the site could be served with an onsite septic system. Installation of a septic system would be detrimental to further development of playing fields.

The Department of Public Works has no objection to the proposed amendment as it allows the use of available public sewer service for public recreation improvements. The use of public sewer is also more environmentally preferable to a septic system due to the proximity to tidal waters.

Enclosed is a proposed Resolution for the Plan Amendment. We are requesting a review and recommendation from the Planning Commission prior to submittal of a draft amendment to MDE for comment.

Please let me know if you need any additional information. Thank you.

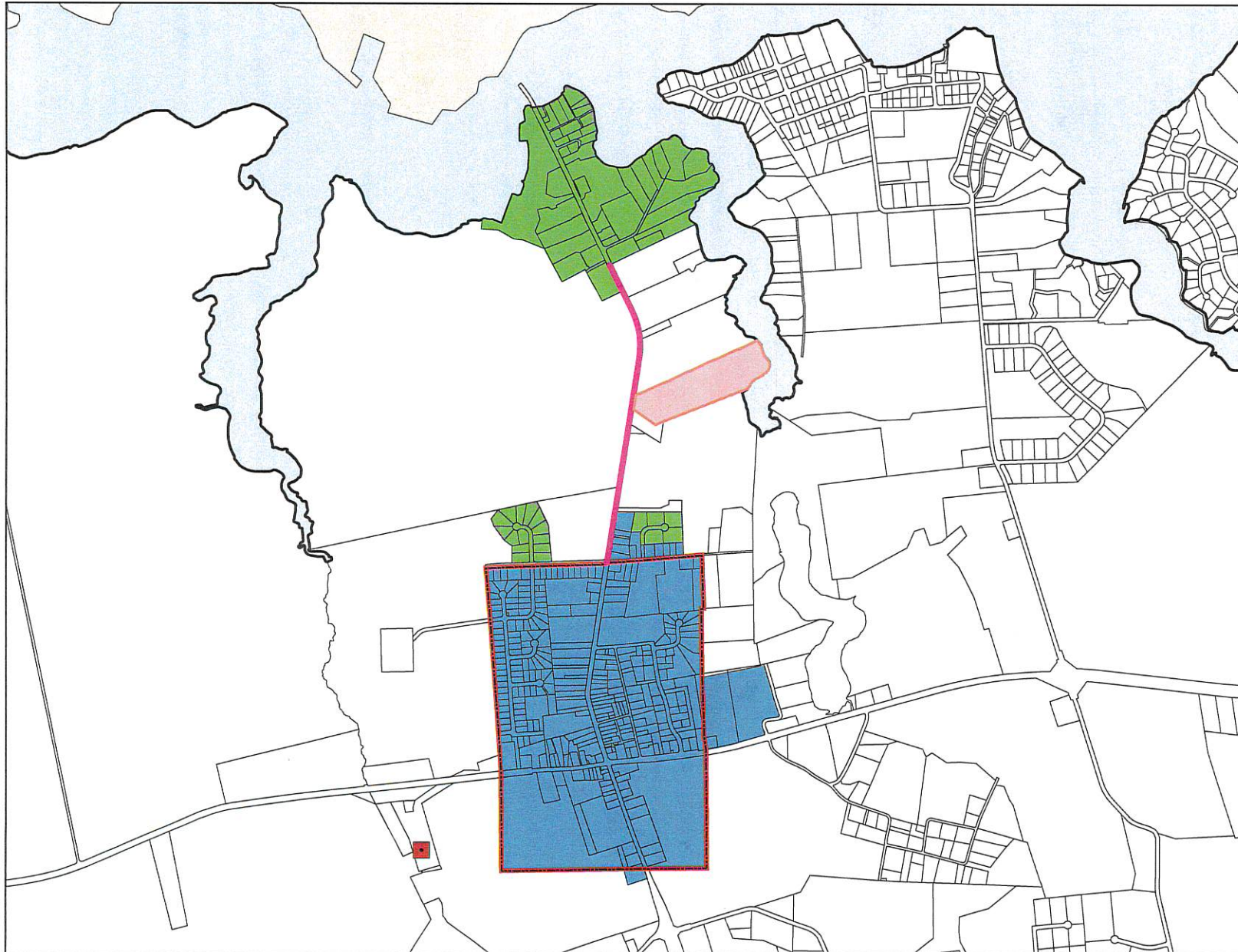


FIGURE 4-3
TOWN OF GALENA
WASTEWATER TREATMENT PLANT
AND SEWERAGE SERVICE AREA

Legend

- Treatment Plant
- Denied Access Force Main
- Existing Town Service
- Existing County Service
- Town Boundary
- County Boundary
- Proposed Connection for Toal Park

Kent County
 Comprehensive Water & Sewer Plan
 2018



1 inch = 1,200 feet

Kent County Department of Planning,
 Housing and Zoning, September 2018.
 Revised: 11/18/22: Toal Park Amendment

RESOLUTION NO _____

**PERTAINING TO THE AMENDMENT TO THE KENT COUNTY COMPREHENSIVE
WATER AND SEWERAGE PLAN, 2018 UPDATE TO INCLUDE PUBLIC SEWER
SERVICE FOR THE CONSTRUCTION OF RESTROOMS AT THE
COUNTY'S TOAL PARK**

WHEREAS, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a county plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018 Update.

WHEREAS, the Kent County Planning Commission discussed the proposed plan amendment on _____ and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan.

WHEREAS, after due notice was published, the County Commissioners conducted a public hearing on _____, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited; and

NOW, THEREFORE, after considering the evidence which had been presented at the public hearing regarding the proposed amendment The County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include public sewer service for the construction of public restrooms at the County's Toal Park as set forth in Figure 4-3 revised attached hereto and made a part hereof.

This amendment shall take effect on the ____ day of _____, 2023, the date of adoption by the County Commissioners.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

ATTEST

John F. Price, Member

Sondra Blackiston, County Clerk

Albert H. Nickerson, Member



Planning Commission
Department of Planning, Housing, and Zoning

January 5, 2023

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

RE: Toal Park (Map 7, Parcel 357), Water and Sewerage Plan Amendment

Dear President Fithian,

At its meeting on January 5, 2023, the Kent County Planning Commission reviewed the proposed amendment to the Comprehensive Water and Sewerage Plan to provide public sewer service for the construction of public restrooms at Toal Park. After some discussion, the Planning Commission voted unanimously to issue a determination of consistency with the Comprehensive Plan and the Land Use Ordinance. The Commission based its decision on the following:

- A public park is a permitted use in this zoning district.
- Developing and enhancing public parks is a goal of the Comprehensive Plan.
- There is a public need for restrooms at this community park.
- Granting an allocation to this public park would not be detrimental to the agricultural use or the rural character of the AZD.
- Granting an allocation to allow the construction of public restrooms will not materially intensify development in this area.
- There is adequate capacity in the system, and additional users actually increase the operating efficiency of the wastewater treatment plant.
- The property to be served is contiguous to the right-of-way containing the service main;
- Connecting to public sewer service is environmentally preferred due to the proximity of tidal waters.
- Waiving the requirement to complete a perc test is respectful of County funds.

We appreciate the opportunity to review the proposed amendment. If you have any questions, please do not hesitate to contact me.

Sincerely,
Kent County Planning Commission

F. Joseph Hickman

DISCLAIMER: Below are MDE's Comments on the DRAFT amendment entitled, Kent County - Toal Park (Galena), additional comments may be sent under a separate cover.

General Comments:

1. The Draft Amendment, Kent County - Toal Park (Galena) proposes the connection and ultimate conveyance to Town of Galena's Wastewater Treatment Plant (WWTP). The Maryland Department of the Environment (MDE) has determined that the current demand of the Galena WWTP is approximately 0.038 MGD. The design capacity of the Galena WWTP is 0.11 MGD. MDE advises that there appears to be sufficient capacity at the WWTP to accommodate the additional flow of 1 EDU.
2. Please note that a PFA exception was granted for the denied access line, (the proposed connection point for this amendment), on April 10, 2014 (attached). Should the Toal Park Amendment ultimately be adopted and approved, the PFA exception would need to be amended.

Specific Comments:

1. The ultimate connection to the Galena WWTP is being requested by way of a denied access line. As part of the submission to MDE of the adopted amendment, please include a letter of confirmation by the Town, that the new WWTP load is being accepted.
2. Please be aware that should MDE approve the adopted amendment, Toal Park will be restricted to 1EDU in accordance with Section 1.4.6. Denied access Facilities of the 2018 Kent County Comprehensive Water & Sewerage Plan "There shall be only one allocation granted per lot, except that additional a/locations may be granted if there are multiple authorized uses existing on the lot as of the date of the installation of the line, such as an apartment, small business, second home, so on."
3. Please be advised that based on MDE's Digital Flood Insurance Rate Maps, the property is in close proximity to Flood Zone AE. The property should follow local floodplain ordinances and Federal Emergency Management Agency's guidelines and standards. It is advised that the county consider climate resiliency for this property, which could include but not limited to the following steps (<https://toolkit.climate.gov/>):
 - Explore Hazards: Identify climate and non-climate stressors, threats, and hazards and how they could affect assets (people and infrastructure).
 - Assess vulnerability and risks: Evaluate assets vulnerability and estimate the risk to each asset.

- Investigate options: Consider possible solutions for your highest risks, check how others have responded to similar issues, and reduce your list to feasible actions.
- Prioritize and plan: Evaluate costs, benefits, and capacity to accomplish each action integrating the highest value actions into a stepwise plan.
- Take action: Move forward with your plan and check to see if your actions are increasing your resilience with monitoring.

The County is advised to contact Dave Guignet, State National Flood Insurance Program Coordinator, of MDE's Stormwater, Dam Safety, and Flood Management Program, at (410) 537-3775 for additional information regarding the regulatory requirements for Floodplains and Storm Surges.

The County is advised to contact Matthew C. Rowe, CC-P, Assistant Director of MDE's Water and Science Administration, at (410) 537-3578 for additional information regarding Climate Change and Resiliency.

The Maryland Department of Planning Comments (MDP):

1. MDP advises that the draft amendment appears to be generally consistent with the 2018 Kent County Comprehensive Plan (Kent Comp Plan) and the 2022 Municipal Growth Area. The park appears to be inconsistent with the Agricultural or Resource Conservation zoning districts criterion for water or sewer connection. However, MDP notes that although connecting the park property to the denied access line appears to conflict with the requirement that the property have an existing failed septic system, the amendment proposes to serve the property with public sewer to permit full public access to and use of the park due to the "parcel's characteristics." Given the unique characteristics of the property and the county's expressed reasons for connecting it to public sewer, Planning believes that, on balance, the proposed amendment is more consistent with the comprehensive plan than it is inconsistent.
2. The amendment packet did not include information from the Town of Galena, so Planning does not know its position on the amendment or the expectation that it will serve Toal Park with public sewer. Planning recommends that documentation of the town's position be submitted with the adopted version of the amendment.
3. The draft amendment describes the comfort station as less than 7,500 square feet in size. It is Planning's recommendation that, if this amendment is approved, the county allocate only one EDU to the parcel to serve the county's stated need and prevent the property from being redeveloped for more intense uses.



Maryland DEPARTMENT OF PLANNING

March 3, 2023

Ms. Dinorah Dalmasy, Integrated Water Planning Program
Maryland Department of the Environment
Water and Science Administration
1800 Washington Boulevard
Baltimore, Maryland 21230

Re: Kent County Master Water and Sewerage Plan Amendment—Toal Park

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the draft amendment to the Kent County Water and Sewerage Master Plan. Planning has reviewed the above-referenced water and sewerage plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2). Below is a summary of the draft Kent County Master Water and Sewer Plan (WSP) changes (draft amendment) and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your use in the approval process.

Summary of Revisions

There is one map change proposed in the draft amendment. The draft amendment would add 17 acres of the county's Toal Park to Figure 4-3, Town of Galena Wastewater Treatment Plant and Sewerage Service map and designate the park property for connection to the Galena sewer system and wastewater treatment plant. The park is adjacent to a denied access line that was installed in 2020, subject to a 2014 PFA exception (more below), to address the health issue of failing septic systems. The denied access line travels north along Route 213 to unincorporated Georgetown, where the denied service line serves approximately 120 residential units. The majority of the site is located within the county's Resource Conservation (RCD) zoning district, or within the Critical Area, as the site abuts Mill Creek. The balance of the area is zoned Agricultural District (AZD).

The county cannot extend service to this site without this amendment because it was not originally included in the denied access service area approved with the 2014 PFA exception. The site does not currently have a septic system use limitation nor contain a public health and safety issue. However, the county is requesting a waiver to Section 1.4.6 Denied Access Facilities of the WSP because Toal Park only meets three of the four requirements for connecting a property to a denied access line.

Kent County is requesting the connection because the installation of a septic system would impact the use of the Toal Park ball fields for public recreation. The county intends to use Program Open Space (POS)

funding to install a comfort station for park facility users. Planning reviewed this funding request through the Clearinghouse process, MD20221006-0787, POS# 7490-14-121 to develop a comfort station for the park. Planning commented that an amendment to the WSP would be required.

Consistency with Comprehensive Plans

Kent County

The draft amendment **appears to be generally consistent** with the 2018 Kent County Comprehensive Plan (Kent Comp Plan), specifically:

- The surrounding county properties, which are not within the town's new 2022 Municipal Growth Area, are not included in the county's designated growth areas (Map 5 – Designated Growth Areas) and are zoned for Agricultural and Resource Conservation District. As this amendment only proposes to serve an existing park and would add one connection to an existing denied access line, it does not appear to induce development in these areas that would seek future connections to sanitary sewer service.
- The provision of wastewater treatment is consistent with the strategy statement on Page 23, for the county to “focus on adding new and enhancing existing public amenities such as parks, open spaces, pedestrian paths, landscaping, bikeways, water access, public parking, pedestrian trails, community centers, and other recreational facilities in the designated town growth areas and in the villages”. While the park is not located within the town's new Municipal Growth Area, which the Kent Comp Plan calls designated town growth areas, it is immediately adjacent to it.
- Pages 45-47 of the Kent Comp Plan address water and sewer connections in the Agricultural and Resource Conservation zoning districts, specifically noting six criteria that such connections must meet. Connecting the park property to public sewer fully or partially meets the following five of the six criteria.
 1. Existing, practical, and economic connection
 2. Provision of service will not lead to expansion, intensification, or new lot creation
 3. The Planning Commission finds that the connection is consistent with the comprehensive plan. The county submitted that finding to MDE in the amendment package.
 4. The county and state approve a WSP amendment, which is yet to be fully determined.
 5. The connection will not allow new development and is reserved for special circumstances.

Connecting the park **appears to be inconsistent** with the following criterion for water or sewer connection in the Agricultural or Resource Conservation zoning districts.

1. The existing developed property has a dysfunctional on-site wastewater treatment system, that, due to the parcel's characteristics, cannot be replaced with a system meeting current health and environmental standards.

While connecting the park property to the denied access line appears to conflict with the requirement that the property have an existing failed septic system, the amendment proposes to serve the property with public sewer to permit full public access to and use of the park due to the “parcel's characteristics.” Given the unique characteristics of the property and the county's expressed reasons for connecting it to public sewer, Planning believes that, on balance, the proposed amendment is more consistent with the comprehensive plan than it is inconsistent.

Town of Galena

In Galena's 2022 Comprehensive Plan (Galena Comp Plan) update, the town created a new Municipal Growth Area. This area extends north of the current town boundary to Toal Park but does not include the park itself. However, the park would be served by Galena's municipal sewer system and wastewater treatment plant. The town proposes to extend a trail connection along Route 213, and a proposed Nature Corridor route from the town to the park. The proposed corridor appears to indicate some association between areas planned for future municipal growth and areas planned for future county recreation.

The draft amendment is not expressly addressed in the Galena Comprehensive Plan, however it does provide the following:

- Page 33 indicates that currently 120 residential units are served by the denied access line because of a health issue due to failing septic tanks. Currently, the county has a remaining allocation in the Galena sanitary sewer system of 24,980 gallons per day.
- The Figure, Planned Trails, on page 60, depicts a proposed trail along the state highway (Route 213), connecting the park to the town.
- Figure 15, Planned Parks, on page 63, depicts a new Nature Corridor connecting the town to Toal Park.
- The Community Facilities Element includes the following two objectives on page 61 that inform, but do not directly address this amendment.
 - "Maintain the quality of community facilities and services at a level desired by Town residents."
 - "Ensure that future annexations expand community facilities as needed, as a condition or annexation."

The amendment packet did not include information from the Town of Galena, so Planning does not know its position on the amendment or the expectation that it will serve Toal Park with public sewer. Planning recommends that documentation of the town's position be submitted with the adopted version of the amendment. Given that the Galena Comprehensive Plan indicates that Kent County has sufficient sewer allocation to serve Toal Park with the Galena system, the town wishes to maintain the community facilities used by town residents, and the proposed enhanced transportation connection between the town and Toal Park, connecting the park to the Galena sewer system, even if it is outside the Municipal Growth Area and ineligible for annexation, **appears to be generally consistent** with the Galena Comprehensive Plan.

Other Areas of State Interest

The entire 17 acres of the Toal Park site appears to be proposed for inclusion within the planned sewer service boundary, Figure 4-3. The draft amendment describes the comfort station as less than 7,500 square feet in size. It is Planning's recommendation that, if this amendment is approved, the county allocate only one EDU to the parcel to serve the county's stated need and prevent the property from being redeveloped for more intense uses.

Planning notes that the county's amendment submission includes an analysis recognizing that connecting Toal Park to the denied access line only meets three of four requirements (all of which must be met) outlined in Section 1.4.6 of the Denied Access Facilities section of the WSP for such an action. This amendment would not meet the requirement that the "allocation is for an improved legal lot of record that existed prior to the County adoption of the denied access line in the Water and Sewer Plan, and the local health department has certified that the septic system is failing and cannot be corrected on site; or the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well

and septic requirements.” As part of this recognition, the county requests a waiver of this requirement, but it is not clear which agency is responsible for granting such a waiver. The submission indicates that the county Department of Public Works “has no objection to the proposed amendment as it allows the use of available public sewer service for public recreation improvements. The use of public sewer is also more environmentally preferable to a septic system due to the proximity of tidal waters.”

Priority Funding Area Review

The parcel is not located within the Kent County PFA. The parcel will not qualify as PFA. It appears, but Planning is not certain, that the denied access sewer line to which the county wishes to connect the park with this amendment is subject to a PFA exception granted by the Smart Growth Coordinating Committee in a letter to MDE on April 10, 2014. Planning recommends that MDE review the 2014 exception to determine if it would require any modifications to accommodate this amendment.

Growth Tier Map Review

The subject area is designated as Tier IV on the Kent County Senate Bill 236 Tier Map. If MDE approves the amendment, then the area can remain designated as Tier IV or Tier IA since the area is not within a locally designated growth area.

If you have any questions or concerns regarding these comments, please contact David Dahlstrom, AICP, Regional Planner at david.dahlstrom@maryland.gov.

Sincerely,



Charles W. Boyd, AICP
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE
Tony Redman, DNR
Dwight Dotterer, MDA
Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, Planning



Maryland Department of Planning

Sustainable_____Attainable

April 10, 2014

Brigid Kenney, Senior Policy Advisor
Maryland Department of the Environment
Office of the Secretary
1800 Washington Boulevard
Baltimore, MD 21230

Dear Ms. Kenney:

The Smart Growth and Neighborhood Conservation Coordinating Committee met on April 9, 2014, to review a request by the Maryland Department of the Environment for a Priority Funding Area (PFA) exception for a sewer project involving the Town of Galena Wastewater Treatment Plant.

The Town of Galena operates an 80,000 gallon per day (gpd) wastewater treatment Plant (WWTP). The Maryland Department of the Environment found the plant in Significant Noncompliance for permit violations and issued a Consent Order on October 21, 2011. The Order directed the Town to upgrade the plant and place it into service by October 31, 2013. In 2011 Kent County received a request for sanitary service from the owner of the Georgetown Yacht Club and Kitty Knight House restaurant due to failing on site disposal systems. The Town and County worked together to solve their mutual problems.

This project is to build a new 110,000 gpd Enhanced Nutrient Removal WWTP to replace the existing WWTP. It will be located outside the PFA, as is the existing plant. The plant will serve Galena and two small developments adjacent to the town on Maplewood Lane and Lee Avenue, which are PFA comment areas. Maplewood Lane has 14 lots, none of which is vacant. Lee Avenue has 6 lots, one of which is vacant. As part of another project, the County will build a denied access sewer force main to connect Georgetown (a PFA) to the new Galena WWTP. With these two projects, MDE was willing to amend the Consent Order. In addition, on June 17, 2013, MDE approved an amendment to the Kent County Water and Sewer Plan that is consistent with this PFA exception request.

Based on this information, the Committee voted to approve this as an exception for both the location of the WWTP and the provision of service to the Maplewood Lane and Lee Avenue communities outside of the PFA based on the applicable criteria of the PFA law,

Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

Richard Eberhart Hall, AICP, Secretary
Amanda Stakem Conn, Esq., Deputy Secretary

301 West Preston Street - Suite 1101 - Baltimore - Maryland - 21201

Tel: 410.767.4500 - Toll Free: 1.877.767.6272 - TTY users: Maryland Relay - Planning.Maryland.gov

that the project is necessary to protect public health or safety.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Josephson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Richard Josephson, AICP
Director of Planning Services

RESOLUTION NO _____

**PERTAINING TO THE AMENDMENT TO THE KENT COUNTY COMPREHENSIVE
WATER AND SEWERAGE PLAN, 2018 UPDATE TO INCLUDE PUBLIC SEWER
SERVICE FOR THE CONSTRUCTION OF RESTROOMS AT THE
COUNTY'S TOAL PARK**

WHEREAS, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a county plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018 Update.

WHEREAS, the Kent County Planning Commission discussed the proposed plan amendment on January 5, 2023 and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan.

WHEREAS, after due notice was published, the County Commissioners conducted a public hearing on _____, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited; and

NOW, THEREFORE, after considering the evidence which had been presented at the public hearing regarding the proposed amendment The County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include public sewer service for the construction of public restrooms at the County's Toal Park as set forth in Figure 4-3 revised attached hereto and made a part hereof.

This amendment shall take effect on the ____ day of _____, 2023, the date of adoption by the County Commissioners.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

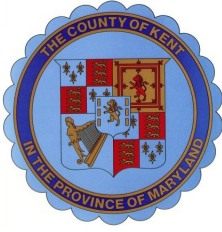
Ronald H. Fithian, President

ATTEST

John F. Price, Member

Sondra Blackiston, County Clerk

Albert H. Nickerson, Member



Water and Wastewater Division
8/22/2023
County Commissioners Meeting

Item Summary:

Sewer Connection Funding Request

ATTACHMENTS:

Description

08.22.23 Kent County Water and Wastewater Sewer Connection on Lovers Lane, Rock Hall Estimate #51
Contractor Richard Nicholson

Richard Nicholson, Contractor

1314 DUDLEY CORNERS RD
MD 21651

Phone 410-708-5726

Fax 410-928-3259

Estimate #

3/2/2023

51

Name / Address

Kent County Water and Waste Water
709 Morgnac Road
Chestertown, MD 21620

Description

Total

Lovers Lane Job, Rock Hall, MD

10,200.00

Install 2" HDPE pipe from new house and County sewer 3" HDPE
line - 620 ft of 2" line
Check valve and curb stop at new house
Valve boxes and curb stop at main line
All necessary fittings
Labor

Total

\$10,200.00

Estimated By

Date March 9, 2023

Customer Signature

Date 08/22/2023

Contract valid for 60 days from the above date. Any additional work not listed above is extra and not included. Additional work shall be agreed on by both parties prior to work being performed.

All invoices over 30 days will incur an interest charge of 2% per month of all monies due.

All persons named on the deed are required to sign this contract/estimate. One signed copy must be returned to contractor before any work will be performed.

Kent County Water & Wastewater Services

QUOTE SUMMARY SHEET

Minimum 3 verbal quotes required for items/services \$5,000 & less
Minimum 3 written bids for items/services >\$5,000

Use this form to summarize quotes received and to recommend a vendor for award.

Name: Richard Nicholson Purchase Order Number: _____

Signature of Person Obtaining Quotes: RB-CLY-MM

Item/Service Requested: Installation of sewer system at 21865 Lovers Lane

#	Date	Vendor Name	Contact Person	Phone Number	Total \$ Amount Quoted S&H included - Check box	
1	3/02/23	Richard Nicholson	Richard Nicholson	410-708-5726	\$ 10,200.00	☐
2	3/02/23	DE Nicholson	Doug Nicholson	410-348-2888	\$ 15,345.00	☐
3	1/27/23	Casey Jones Ent.	Casey Jones	410-643-4842	\$ 18,650.00	☐
4						☐
5						☐

Recommended Vendor: Richard Nicholson

(If you are recommending other than low quote, you are required to provide written justification as to why low quote was not selected):

Supervisor Approval:  Date: 3/08/23

Attach this form and quotes obtained to your Purchase Order for submittal.



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/22/2023
County Commissioners Meeting

Item Summary:

Alcoholic Beverage License Compliance Check

ATTACHMENTS:

Description

08.01.23 Christine Yan Yeung, Vice-President, Randall L. Cooper, Treasurer, Myles S. Loller, Secretary,
Cafe Sado, Sado, Inc., Compliance Check July 28, 2023



Board of License Commissioners

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

August 1, 2023

HAND-DELIVERED

Christine Yan Yeung, Vice-President
Randall L. Cooper, Treasurer
Myles S. Loller, Secretary
Café Sado, Sado, Inc.
870 High Street
Chestertown, MD 21620

Re: Compliance Check, July 28, 2023

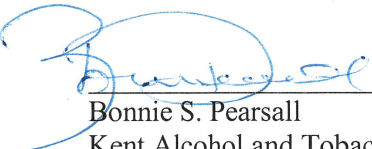
Dear Licensees:

On Friday, July 28, 2023, at approximately 11:43 a.m., a routine inspection of your premises determined that your employees were working and serving alcoholic beverages without having their alcohol awareness certification card on their person or anywhere located on the premises. There were no personnel records at the establishment of staff members which listed records of alcohol awareness training, commonly referred to as "TIPS". Therefore, I, as the Inspector could not verify that any of the employees were tips certified. This is in violation of the Maryland Annotated Code, Alcoholic Beverages article, Section 24-1903.

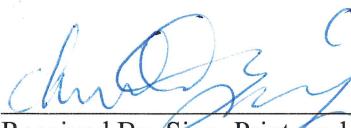
The Laws and Regulations of the State of Maryland relating to Alcoholic Beverages article, Section 24-1903 Alcohol Awareness Program, requires that the holder of any class of retail alcoholic beverage license or an employee designated by the holder must be certified in Alcohol Awareness training. A certified person must be on the licensed premises during the hours in which alcohol may be sold. The person may be absent from the licensed premises for a bona fide personal or business reason or emergency if the absence lasts for no more than two hours and must be documented in a logbook.

Given the nature of the violation and this is your first offense, this letter serves as a written warning. This warning is an opportunity to remind you that any subsequent violations will cause a fine and/or additional penalties.

Very truly yours,

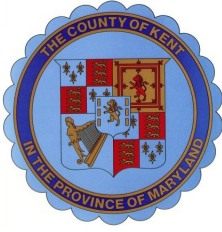

Bonnie S. Pearsall
Kent Alcohol and Tobacco Inspector

08/01/2023
Date


Christine Yeung
8/14/23
Received By, Sign, Print, and Date

Enclosure(s): Copies of Article § 24-1903 and KATE Inspection Report dated July 28, 2023

cc: The Board of License Commissioners of Kent County, Maryland
Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/22/2023
County Commissioners Meeting

Item Summary:

Compliance Check Results, 21 or None Tobacco Campaign

ATTACHMENTS:

Description

08.22.23 Smoke Needs, Compliance Check Results Letter, 2nd Violation

08.22.23 Dollar General, Store #18234 Compliance Check Results Letter

08.22.23 Galena Mini Mart, Compliance Check Results Letter

08.22.23 Sassy River Market II, Compliance Check Results Letter



Board of License Commissioners

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

August 22, 2023

Smoke Needs
4 Washington Square
Chestertown, MD 21620

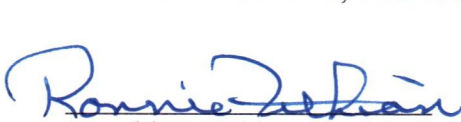
Re: Compliance Check Results, Citation No. 5Z40701890, 2nd Violation

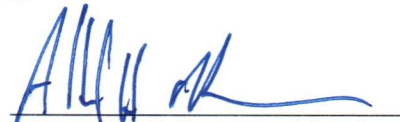
Dear Licensee:

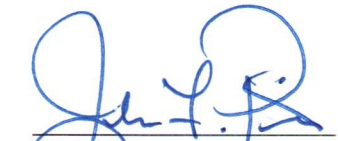
A compliance check was conducted at your establishment on August 4, 2023. An electronic smoking device was sold to an individual under the age of 21 in violation of Health General Article §24-305 Distribution of electronic cigarettes to a minor. A civil citation was issued for Kent County District Court. This is the third time a sale has occurred at your establishment within a 24-month period. Your business is subject to a recheck and the appropriate state and local agencies will be notified. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: ltc

Enclosure: Health General Article § 24-305

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-305

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly;
including legislation ratified by the voters at the November 2022 election.

- [Michie's™ Annotated Code of Maryland](#)
- [Health - General \(Titles 1 — 24\)](#)
- [Title 24. Miscellaneous Provisions. \(Subts. 1 — 18\)](#)
- [Subtitle 3. Limitations on Manufacture or Sale. \(§§ 24-301 — 24-307\)](#)

§ 24-305. Distribution of electronic cigarettes to minors prohibited.

(a) This section does not apply to a tobacco product that is regulated under Title 16 of the Business Regulation Article.

(b)

(1) Except as provided in paragraph (2) of this subsection, a person may not sell, distribute, or offer for sale to an individual under the age of 21 years an electronic smoking device, as defined in § 16.7-101(c) of the Business Regulation Article.

(2) This subsection does not apply to:

(i) An electronic smoking device that contains or delivers nicotine intended for human consumption if the device has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and is being marketed and sold solely for this purpose; or

(ii) A purchaser or recipient who:

1. Is at least 18 years of age;
2. Is an active duty member of the military; and
3. Presents a valid military identification.

(c)

(1) A person that violates this section is subject to a civil penalty not exceeding:

(i) \$300 for a first violation;

(ii) \$1,000 for a second violation occurring within 24 months after the first violation; and

(iii) \$3,000 for each subsequent violation occurring within 24 months after the preceding violation.

(2) Issuance of a civil citation for a violation of this section precludes prosecution under § 10-107 of the Criminal Law Article arising out of the same violation.

(3) If a violation is committed by a person acting on behalf of a retailer, the civil penalty imposed under paragraph (1) of this subsection shall be paid by the retailer.

(d) In a prosecution for a violation of this section, it is a defense that the defendant examined the purchaser's or recipient's driver's license or other valid identification issued by a government unit that positively identified the purchaser or recipient as at least 21 years of age or as at least 18 years of age and an active duty member of the military.

(e)

(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.

(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of this section.

(3) A citation issued under this section shall include:

(i) The name and address of the person charged;

(ii) The nature of the violation;

(iii) The location and time of the violation;

(iv) The amount of the civil penalty;

(v) The manner, location, and time in which the civil penalty may be paid;

(vi) A notice stating the person's right to elect to stand trial for the violation; and

(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and
 2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.
- (4) The sworn law enforcement officer, county health officer, or designee shall retain a copy of the citation issued under this section.
- (5)
- (i)
1. A person who receives a citation from a county health officer or designee under this section may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.
 2. After receiving a notice of intention to stand trial under subsubparagraph 1 of this subparagraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.
- (ii) A person who receives a citation from a sworn law enforcement officer under this section may elect to stand trial for the violation by filing a notice of intention to stand trial and a copy of the citation with the District Court at least 5 days before the date set in the citation for payment of the civil penalty.
- (6)
- (i) After receiving a citation and notice under this section, the District Court shall schedule the case for trial and notify the defendant of the trial date.
- (ii) In a proceeding before the District Court, a violation of this section shall be prosecuted in the same manner and to the same extent as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.
- (7) The District Court shall remit any penalties collected for a violation of this section to the county in which the violation occurred.
- (8) Adjudication of a violation of this section is not a criminal conviction for any purpose.

History

2012, ch. 714; 2015, ch. 425; 2017, ch. 814; 2018, ch. 785; 2019, ch. 396.



Board of License Commissioners

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

August 22, 2023

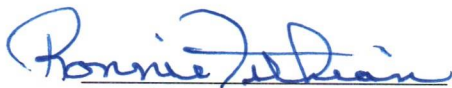
Dollar General, Store #18234
189 Sassafras Street
Millington, MD 21651

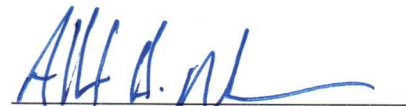
Re: Compliance Check Results

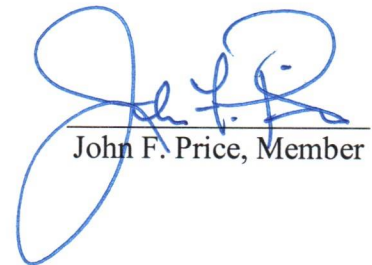
Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on August 4, 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Dollar General, Store #18234
A Responsible Retailer

Congratulations!

During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

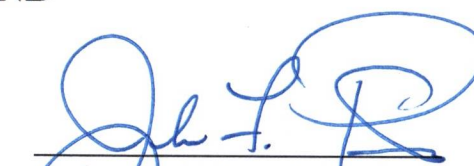
The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

August 22, 2023



Board of License Commissioners

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

August 22, 2023

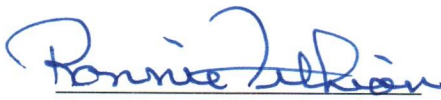
Galena Mini-Mart
101 N. Main Street
Galena, MD 21635

Re: Compliance Check Results

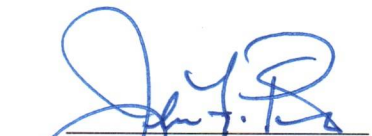
Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on August 4, 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Galena Mini-Mart
A Responsible Retailer**

Congratulations!

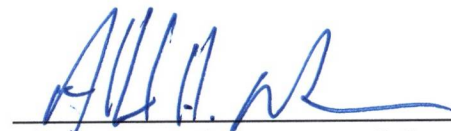
During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

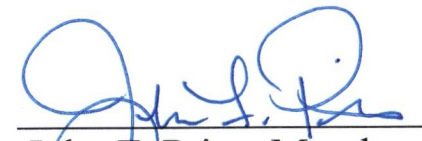
The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

August 22, 2023



Board of License Commissioners

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

August 22, 2023

Sassy River Market II
120 E. Cross Street
Galena, MD 21635

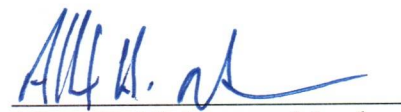
Re: Compliance Check Results

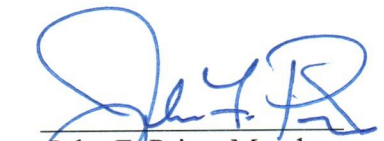
Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on August 4, 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: ltc

Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
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**Sassy River Market II
A Responsible Retailer**

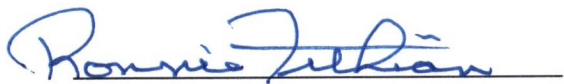
Congratulations!

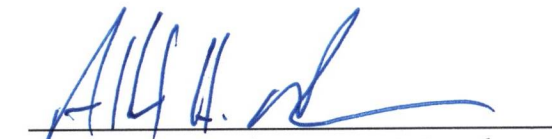
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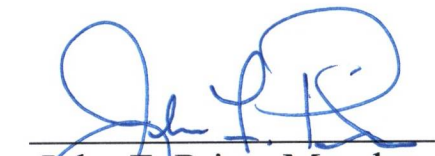
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Sincerely,

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

August 22, 2023



Carla Gerber, Deputy Director, Planning, Housing, and Zoning
8/22/2023
County Commissioners Meeting

Item Summary:

Environmental Systems Research Institute (Esri) Small Government Enterprise Agreement

ATTACHMENTS:

Description

08.22.23 Environmental Systems Research Institute, Inc., (ESRI) Quote # Q-490706 Contract # Enterprise Agreement



Quotation # Q-490706

Date: June 15, 2023

Customer # 146308 Contract # ENTERPRISE AGREEMENT

County of Kent
County Commissioners of Kent County
400 High St
Chestertown, MD 21620

ATTENTION: Carla Gerber
PHONE: (410) 778-7474
EMAIL: cgerber@kentgov.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/21/2023 To: 8/20/2023

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$10,250.00	\$10,250.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$19,400.00	\$19,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$28,400.00	\$28,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
163424	1		\$2,553.00	\$2,553.00
ArcGIS Enterprise: Administration Workflows at Esri Site 3 Days per Seat Instructor Led Training				
155562	1		\$1,702.00	\$1,702.00
ArcGIS Enterprise: Configuring a Base Deployment at Esri Site 2 Days per Seat Instructor Led Training				
153637	1		\$20,525.00	\$20,525.00

The ArcGIS Enterprise Jumpstart - Standard Service Package provides up to 4 days of on-site and/or remote installation and configuration support for an ArcGIS Enterprise implementation on up to 6 customer-provided physical, virtual, or cloud servers by 1 Esri consultant based on a basic implementation and design plan developed prior to the engagement. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases,

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Rob Hayward

Email:
rhayward@esri.com

Phone:
703-506-9515 x8111

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

HAYWARDR

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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PHONE: (410) 778-7474
EMAIL: cgerber@kentgov.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/21/2023 To: 8/20/2023

Material	Qty	Term	Unit Price	Total
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creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Subtotal:	\$82,830.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,830.00

This quote is for budgetary purposes only.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Rob Hayward

Email:
rhayward@esri.com

Phone:
703-506-9515 x8111

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

HAYWARDR

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Location Sharing User Type Extension (Online)

5 ArcGIS Location Sharing User Type Extension

(Enterprise)

2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

2 ArcGIS Utility Network User Type Extensions (Enterprise)

2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Kent / County Commissioners of Kent County
(Customer)

By: Ronald H. Fithian
Authorized Signature

Printed Name: Ronald H. Fithian

Title: President

Date: 08/22/2023

CUSTOMER CONTACT INFORMATION

Contact: Carla Gerber

Telephone: 410-778-7474

Address: 400 High Street

Fax: 410-810-2932

City, State, Postal Code: Chestertown, MD 21620

E-mail: cgerber@kentgov.org

Country: United States

Quotation Number (if applicable): Q-490706

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
 - c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Professional Services Agreement

This Professional Services Agreement ("Agreement") is between the Customer ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

1. DEFINITIONS

"COTS Software" means all or any portion of Esri's proprietary commercial off the shelf software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Deliverable(s)" means anything that Esri delivers to Customer as a result of performance of Services.

"Ordering Document" means a purchase order or other ordering document identifying the proposal or quote for Services that Customer orders.

"Services" means any Professional Service development or consulting services that Esri provides to Customer.

"Service Package(s)" means a predefined unit of Services including travel related expenses provided at a firm fixed price.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this section, Esri owns and retains all rights, title, and interest in Deliverables provided under this Agreement. In consideration of Customer's payment of all applicable fees in accordance with this Agreement, Esri grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Deliverables as set forth in the applicable specifications and Esri's proposal. Esri authorizes Customer to copy and make derivative works of the Deliverables for Customer's own internal use in conjunction with Customer's authorized use of Esri's COTS Software. The grants of rights in this section continue for the duration of the subscription or applicable term or perpetually if no term is applicable or identified in Esri's proposal. Customer will not: (i) sell, rent, lease, sublicense, distribute or assign services or Deliverables; (ii) reverse engineer, decompile, or disassemble any Deliverables delivered in compiled form, (iii) remove or obscure any Esri or its licensors' patent, trademark, proprietary rights notices, or legends contained or affixed to any Deliverables. All rights not specifically granted in this Agreement are reserved.

3. COMPENSATION AND INVOICING

For Service Packages, Esri will perform and invoice services on a firm fixed price basis. Esri will invoice Customer for all Service Packages ordered upon receipt of a valid Ordering Document. The Ordering Document will confirm the quantity and price of the Service Packages ordered, as described in Esri's proposal or quotation and will reference Customer acceptance of the applicable quote or proposal. Esri's obligation for completion of the services proposed is limited to

the hours, days, or weeks outlined in the Service Package descriptions within Esri's proposal. Esri may, at its sole discretion, stop work to avoid exceeding the total allotted time specified. Unused labor time or travel remaining after the performance of a Service Package will expire and not be available for performance later. If funded Service Packages have not been performed within the Agreement Term, the Service Package will expire, and no refund will be provided.

For Firm Fixed Price engagements, Esri will prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month or after the completion of each milestone, as specified in Esri's proposal. Upon acceptance of all Deliverables under this Agreement, the unpaid balance of the total Agreement value will be due.

For Time and Material based engagements, Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month or for actual workdays expended. Daily rates are based on eight (8) hours of labor and a partial day will be adjusted and invoiced accordingly. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits specified on the US Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri may reallocate authorized funding between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall authorized funding is not exceeded. If Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability. If Customer requires Services beyond the term stated in the proposal, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

Customer will pay each invoice no later than thirty (30) days after receipt and will send payment to the Esri address identified on the invoice.

4. ACCEPTANCE

For Service Packages and Time and Material engagements, Deliverables are consultation time only. Services are subject to the not-to-exceed funding limit and will be deemed accepted unless Customer notifies Esri within ten (10) days after performance. Customer may purchase additional Service Packages as needed to complete Customer's work requirements.

For Firm Fixed Price engagements, Customer will complete its acceptance review within ten (10) business days of receiving each Deliverable. Customer may accept or reject Deliverables as follows:

- A. "Deliverable Accepted" means a Deliverable conforming to the Scope of Work with no more than minor nonconformities.

- B. "Deliverable Accepted with Rework" means a Deliverable substantially conforming to the Scope of Work but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable to repair the identified nonconformities and resubmit the Deliverable within thirty (30) calendar days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) business days of such resubmission and will reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.
- C. "Deliverable Rejected" means a Deliverable that fails to substantially conform to the applicable Scope of Work. Esri will rework the Deliverable and resubmit it to Customer within thirty (30) calendar days, at which time Customer will have ten (10) business days to rerun its acceptance review and reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.

Customer will not use any Deliverable in its business operations before acceptance as described in A or B above. If Esri does not receive written notice that the Deliverable is either Accepted, Accepted with Rework, or Rejected in accordance with A, B, or C above within ten (10) business days after delivery, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first occurrence of either of these events, to have been accepted.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of acceptance of a Deliverable that the Deliverable will materially comply with to the applicable written specifications referenced in the proposal or quote. If a Deliverable does not substantially conform to these standards or specifications, Esri will reperform the Deliverable at no additional cost to Customer.

Disclaimer of Warranties. Except for the limited warranty set forth in this section, Esri disclaims all warranties or conditions of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Esri does not warrant that Deliverables, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Deliverables are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be a Customer's own risk and cost.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

Neither Customer nor Esri will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the Agreement value. The limitations and exclusions of liability do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors'

intellectual property rights, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation. In no event will Esri's total cumulative liability exceed the amount actually paid by Customer for services from which the liability directly arose under this Agreement.

7. EXPORT COMPLIANCE

Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

8. GENERAL PROVISIONS

8.1 Use of Subcontractors. Esri reserves the right to utilize technically qualified subcontractor resources to support work contracted under this agreement. Esri will remain responsible for the quality of all work performed by an Esri subcontractor resource.

8.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services or Deliverables, Customer will pay the applicable tax upon receipt of written notice that it is due.

8.3 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void unless a written amendment signed by both parties is incorporated.

8.4 Equitable Relief. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

8.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of ~~California~~ **Maryland** and, as applicable, US federal law without reference to their conflict of laws principles.

8.6 Entire Agreement. This Agreement is the sole and entire agreement of the parties for services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter.

8.7 Agreement Term. This Agreement is effective as of the date on the Ordering Document and will expire as provided for in the proposal or quote. If no date is provided, this Agreement shall expire at the end of the calendar year for Time and Material or Firm Fixed Price work or twelve (12) months from the effective date for Service Packages.

Esri Professional Service Packages Requirements

The requirements for using Esri Professional Service Packages are described below; see corresponding footnotes in parentheses for specific descriptions.

Enterprise Consulting Services

- Capacity Planning (2, 25)
- Enterprise GIS Health Check (1, 13, 14, 23, 25)

Jumpstart Services

- ArcGIS Data Reviewer Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Enterprise Jumpstart—Basic (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Standard (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Advanced (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Aviation Charting Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Maritime Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Image Server Jumpstart (1, 7, 8, 13, 14, 19, 22)
- ArcGIS GeoEvent Server Jumpstart (1, 8, 13, 14, 19, 22, 32, 33)
- ArcGIS Monitor Jumpstart (1, 5, 8, 12, 19, 23)
- ArcGIS Workflow Manager Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 12, 16, 18, 20, 26)
- ArcGIS Data Appliance Jumpstart (1, 8, 13, 22, 28)
- ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (1, 8, 13, 22, 28)
- ArcGIS Defense Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- Esri Geoportal Server Jumpstart—3 Days (1, 8, 13, 19, 21, 27)
- Esri Geoportal Server Jumpstart—5 Days (1, 8, 13, 19, 21, 27)
- ArcGIS Production Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)

Launch Kits

- 3D Launch Kit (1, 20, 34)
- AEC Project Delivery Launch Kit—Basic (1, 13, 14, 23, 31, 35)
- AEC Project Delivery Launch Kit—Standard (1, 13, 14, 23, 31, 35)
- ArcGIS Hub Launch Kit (1, 5, 14, 26, 36, 37, 38)
- ArcGIS Urban Launch Kit (2, 20, 34)
- Emergency Management Operations Launch Kit (1, 2, 34)
- Market Planning Launch Kit—Basic (1, 13, 14)
- Market Planning Launch Kit—Advanced (1, 13, 14)
- Web GIS Launch Kit (1, 13, 14, 22)
- Web Maps and Apps Launch Kit (1, 13, 14, 22)

Remote Support

- AEC Project Delivery Remote Support (2, 23, 35)
- ArcGIS Monitor Remote Consulting Services—20 Hours (2, 12, 23)
- Remote Support for Esri Geoportal Server—20 Hours (2, 23, 24)
- UI/UX Expert Review—20 Hours (2, 23)

Retainers

- Business Consultant Service Retainer Package (1, 2, 20, 23)
- Developer Service Retainer Package (1, 2, 20, 23)
- Geodatabase Administrator Services Retainer Package (1, 2, 20, 23)
- Geospatial Analyst Service Retainer Package (1, 2, 20, 23)
- Platform Engineer Service Retainer Package (1, 2, 20, 23)

Workshop Services

- ArcGIS Data Reviewer Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Aviation Charting Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Maritime Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Workflow Manager Workshop (2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 18, 20, 26)
- ArcGIS Defense Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- ArcGIS Production Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- Water Outage Solution Workshop (1, 2, 13, 23)

1. On-site support days shall be limited to no more than 8 working hours per day and performed on consecutive business days.
2. Remote Support may be scheduled between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, excluding Esri holidays.
3. Workshop shall be limited to no more than 12 Customer participants.
4. If it is determined that customer data will be integrated into the workshop/package, the data will be made available to Esri at least 10 business days prior to the workshop/package.
5. A computer projection system for PowerPoint presentations with a minimum resolution of 1024 x 768 is required.
6. It is the responsibility of the Customer to ensure that the computers and related space/equipment needed for the workshop are provided. Minimum computer requirements are as follows: Windows 7+, 2.0 GHz CPU, 4 GB RAM (8 GB recommended), 1024 x 768 or higher screen resolution, and adequate hard drive space for installation of the workshop data.
7. The location of the ArcGIS license (whether local or on a server) will affect student workspace environment setup. For optimal performance, it is recommended that ArcGIS Desktop be installed on each machine.
8. Customer will download installation files and ECP files and any necessary major updates for all applicable software from <https://my.esri.com> prior to the arrival of the Esri consultant.
9. ArcGIS Desktop (Advanced license level) and the most recent major updates must be installed.
10. Esri consultant requires administrative access to all workshop machines.
11. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS and ArcGIS 2: Essential Workflows or have equivalent knowledge/exposure to ArcGIS software.
12. Version 10.2, or higher, and the most recent major updates for the product in the package title should be installed.
13. The Esri consultant will require remote access to servers via Remote Desktop or Secure Socket Shell (SSH); access to user accounts with administrative privileges on any servers where software will be installed; and administrative access to any RDBMS used as an ArcGIS Enterprise geodatabase.
14. Customer will complete the previsit questionnaire and submit it to Esri prior to scheduling the on-site visit.
15. For information regarding system requirements, please see <https://desktop.arcgis.com/en/arcmap/latest/install/mapping-charting/mapping-and-charting-solutions-system-requirements.htm>.
16. The specific breakdown of hands-on training days and Customer-directed assistance days will be determined at least 10 business days prior to the Jumpstart.
17. Workshop setup documents and temporary licenses can be provided. For more information, please see <https://desktop.arcgis.com/en/arcmap/latest/install/data-reviewer/arcgis-data-reviewer-for-desktop-system-requirements.htm> for specific information regarding ArcGIS Data Reviewer system requirements.
18. For more information, please see <https://desktop.arcgis.com/en/arcmap/latest/install/workflow-manager/arcgis-workflow-manager-for-desktop-and-server-system-requirements.htm> for specific information regarding ArcGIS Workflow Manager system requirements.
19. Target installation servers should have applicable operating systems, databases, and patches installed and connected to the network prior to the on-site visit. For ArcGIS Enterprise system requirements, please see <https://enterprise.arcgis.com/en/system-requirements/latest/windows/arcgis-enterprise-overall-system-requirements.htm>.
20. Customer will not provide the Esri consultant the following:
 - a. Information, data, or technology controlled for export under the International Traffic in Arms Regulations (ITAR);
 - b. Unclassified controlled technical information (UCTI) or Covered Defense Information (CDI) under DFARS 204.7300 (252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting); and
 - c. Protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).
21. Jumpstart services participants should have prior experience with software installation, configuration, and operations in the Customer's environment. Jumpstart services facilities, including desktop workstations for each participant, should be set up prior to Esri staff arrival, per mutually agreed-upon specifications.
22. ArcGIS Desktop (Standard or Advanced) is required to support testing, configuration, administrative, and technology transfer tasks, in addition to geodatabase administration and data loading.
23. Customers must be current on maintenance of the product.
24. Topics must be related to Esri Geoportal Server.
25. This service will be conducted in a production environment. Consulting support for designing, installing, configuring, and performance and scalability testing of Esri products is outside the scope for this Service Package.

26. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS or have equivalent knowledge of/exposure to ArcGIS software.
27. For a full list of the Esri Geoportal Server system requirements, please see <https://github.com/Esri/geoportal-server/wiki/Preinstallation-1.2.9>.
28. Customer will connect Data Appliance for ArcGIS to the customer IT environment (and the server loaded with the ArcGIS Server software, if applicable), assign Data Appliance for ArcGIS an IP address, and place Data Appliance for ArcGIS into the same domain as the Customer's ArcGIS Enterprise system prior to the on-site arrival of the Esri consultant.
29. Topics covered must be related to the Esri Professional Service Package purchased with the remote support hours.
30. Design is limited to an MS Visio or PDF diagram with high-level details of a single ArcGIS environment and basic sizing estimates for component servers.
31. The Esri foundational apps covered can include ArcGIS Web AppBuilder, ArcGIS StoryMaps, ArcGIS Open Data, configurable app templates, ArcGIS Dashboards, ArcGIS for Office, ArcGIS Collector, ArcGIS Explorer, ArcGIS Workforce, or ArcGIS Survey123.
32. Customer is required to have an existing ArcGIS Enterprise implementation with the following components installed and configured prior to start of services: ArcGIS Server, Portal for ArcGIS, and the ArcGIS Data Store.
33. GeoEvent Server connectors covered in the ArcGIS GeoEvent Server Jumpstart include connectors that are provided with the product and connectors that are developed by the Esri GeoEvent team listed in the ArcGIS GeoEvent Gallery.
34. Specific requirements for participants, software, data, and meeting facilities will be provided by the Esri consultant prior to scheduling of the work.
35. ArcGIS Pro or ArcGIS Notebook Server is required.



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
8/22/2023
County Commissioners Meeting**

Item Summary:

FY2024 Safe Summer Grant Application

ATTACHMENTS:

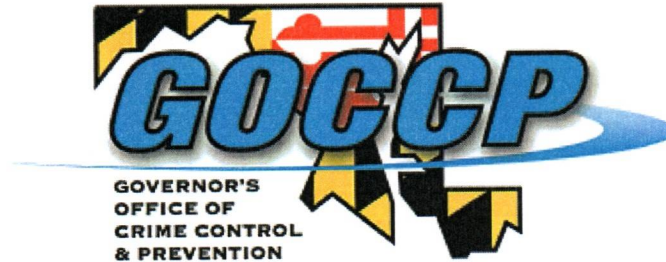
Description

08.22.23 Governor's Office of Crime Control and Prevention FY2024 Safe Summer Initiative (LMB) Grant Application 2023-U5-0010 DUNS Number 086131901 and Certified Assurances

FY 2024 Safe Summer Initiative (LMB) (SUMR)

Applicant: Kent County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Submitted: 8/7/2023

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- | | |
|---|---|
| ☒ Cover Sheet | ☐ Civil Rights |
| ☒ Face Sheet | ☐ Service Sites |
| ☒ Summary / Narrative | ☐ Assurances |
| ☒ Budget Summary | ☐ Anti-Lobbying |
| ☒ Personnel | ☐ Services |
| ☒ Operating | ☒ Equipment |
| ☒ Travel | ☒ Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2023-U5-0010
	Received By:	Date:



Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2024 Safe Summer Initiative (LMB) (SUMR)**Applicant:** Kent County Board of County Commissioners**Project Title:** Safe Summer 2024 Kent County**Kent** **Local Government****Start Date:** 07/01/2023**Submitted:** 8/7/2023 9:02:35 AM**DUNS Number:** 086131901**End Date:** 06/30/2024**Funding Year:****SAM Expiration:** 3/4/2024**Applicant:**

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government
Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Local Management Board (LMB)
400 High Street
Chestertown, MD 21620 1574
(410) 810-2673 FAX: (410) 810-2674

Authorized Official:

Fithian, Ronald H. President
kentcounty@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-4600 FAX: (410) 778-7482

Project Director:

Granillo, Rosemary Director
rramseygranillo@kentgov.org
Kent County Local Management Board (LMB)
400 High Street
Chestertown, MD 21620-1574
(410) 810-2673 FAX: (410) 810-2674

Fiscal Officer:

Merritt, Patricia M Chief Finance Officer
pmerritt@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-7456 FAX: (410) 810-2947

Funding Summary	100.0 %	Grant Funds	\$68,000.00		
	0.0 %	Cash Match	\$0.00		
	0.0 %	In-Kind Match	\$0.00		
		Total Project Funds	\$68,000.00		

Project Summary

KCLMB is partnering with local organizations to bring a diverse array of programming to Kent County adolescents. KCLMB requested creative proposals with a lot of space for youth program design and feedback. The first selected program is Minary's Dream Alliance's regular convenings of high school students at their 8 acre waterfront campus outside of Chestertown. Minary's Dream Alliance was established during the pandemic and is a black owned and led, youth centered organization. Minary's proposes a monthly planned event as well as a drop in night for teens to come to the building, play games, socialize and connect with community partners and organizations in a relaxed and informal setting. Based on initial planning with youth, Minary's monthly events include a Glow in the Dark movie night, Expressive Arts/Paint N Learn/Poetry Slam night, October Bonfire Night, A Washington D.C. Museum Trip (museum to be voted on by students); a Civic Engagement Night with the Chestertown Town Council (where students will meet with the current council and hold a mock town council meeting), a December Holiday Cookoff, Maker Space Day where students will co-design a future maker space at MDA, A Paddle Excursion, and a final Youth-A-Palooza Lock In Overnight experience. As Minary's staff further develops spaces and relationships with local teens they will be able to better coach them, connect them to appropriate services and supports, and develop future programming based on the students interests and strengths. MDA's staff is already deeply committed and trained in trauma informed practices, racial justice approaches, and strengths based youth development strategies like Botvin Life Skills and Strengthening Families. The second selected proposal is Washington College's Hip Hop Time Capsule, an intensive summer program for Kent County teenagers, planned and run by Washington College staff and faculty in close partnership with Minary's Dream Alliance, which hosts the majority of the summer activities at their riverfront facility. Drawing on the digital archive created through Chesapeake Heartland: An African American Humanities Project, the Hip Hop Time Capsule brings together Kent County teenagers and Washington College students to research, explore, document, and interpret the history of African American life in Kent County. The program is built on the idea that like Hip Hop artists over the past fifty years, Chesapeake Heartland's digital archive records and samples history, interpreting and passing on the past for future generations. Employing high school students as paid interns, the Hip Hop Time Capsule inspires students to find their creative voice, to stake out their place in this community, and to speak to their contemporary moment within the long arc of time. The program also collaborates with the Smithsonian's National Museum of African American History and Culture, where students travel for a behind-the-scenes tour of the museum to explore the history of African American music and ultimately present their work back to the museum's curator of music. In addition to the more intensive five-week internship offering, the program will offer "Open Studio" opportunities to allow for a larger number of Kent County teenagers to engage in the program for shorter-term daily experiences. "Open Studio" visits would be scheduled ahead of time and include writing activities guided by our staff members and college interns, followed by recording sessions with sound engineers at Washington College's Music Studios. This new offering will allow teenagers who are not able to commit to our more intensive five week program to nevertheless engage in writing activities, access the college's music studio, and share their voice with the world. Importantly, as the summer program comes to a close, the "Open Studio" concept will allow us to continue to offer a safe, collaborative, and creative space for teenagers to access across the 2023-2024 school year. The third proposal is Choptank Tolomato Legacy Project's (CTLP) youth led mural project. Choptank's mission is to facilitate public arts-based education experiences and their staff specializes in designing and implementing creative experiences for both neurotypical and neuro-atypical children, children with behavioral issues and children and adults with mental health disorders in Kent County. The initiative will work with up to 15 high school students to create a 4'x12, public arts education mural.

Problem Statement/Needs Justification

KCLMB prioritized the result area "Children are Successful in School" based on the concerning trends in attendance at Kent County High School (the only high school in the jurisdiction). Chronic absenteeism at Kent County High School has been a concerning trend for several years. Overall, the rate has risen to 34% (2021-2022 school year), 3% higher than 2018. The rate is 42% for low income students, 42% among African American students, and 48% among students of 2 or more races. If we average the chronic absentee rate for students of color compared to white students, there is a gap of 14%.

Additionally, KCLMB reviewed 'school push out' data, or rates of suspensions and expulsions. Data from the 2021-2022 school year shows an increase in suspensions and expulsions of Black students compared to the 2018-2019 school year (6% increase). Black students are twice as likely to be suspended than if suspensions or expulsions were to be given equitably based on demographics school enrollment.

KCLMB found that the primary factors affecting attendance to be connected to racial discrimination, high rates of child poverty, transportation barriers, and a sense of isolation and disconnection with school and community.

Program Goals and Objectives

The Community Plan's third priority, tied to the result: Children are Successful in School and the indicator: Chronic Absenteeism, is to "Increase and expand community-based programs and innovative approaches for child well-being. The three strategies or approaches tied to it are 1. Youth Development – invest in strengths based approaches, mentoring, and positive spaces for socializing, 2. Civic engagement – youth as change makers, and 3. Increase youth and family engagement in program design and refinement.

KCLMB identified older adolescents struggling to connect with school and community as benefitting from more flexible, specialized, and diverse opportunities to engage with quality community based programming. Whereas KCLMB selected an afterschool program to address chronic absenteeism among middle school students, the same approach wasn't desired for high school students. The Board wanted to provide spaces that allowed teens to 'drop in' and be present without as many structured activities and to increase their ability to shape opportunities with their ideas and preferences.

KCLMB requested proposals that would include the components highlighted in the Community Plan that could broaden the array of opportunities for students to connect, engage, and grow. The Board selected three proposals that were local, innovative, and offered a variety of opportunities that could accommodate the busy schedules of high school students and appeal to diverse interests and needs.

Program Strategy/Program Logic

KCLMB believes that the expansion of youth centered programming and the creation of spaces that are flexible and adaptable will strengthen moral and a sense of connection with school and community, which will improve attendance and success in school.

[Attendance Works](#) collection of research shows that quality out of school time opportunities influence school-day attendance by:

- Providing socialization and peer attention in a supervised venue.
- Re-establishing the link between effort and results—first in a non-school activity.
- Engaging students in challenging activities that help them develop persistence, a trait critical to later success in school and life. And
- Providing consistent contact with caring, stable adults. Increasing the sense of belonging at school

The three selected programs incorporate these components through highly creative opportunities that are facilitated by engaged and trusted organizations who prioritize youth voice and challenge students to take risks and connect deeply with their peers, community, and school.

[The Afterschool Alliance](#) examines strategies that better meet the needs of High schoolers, who are more autonomous, busier, and have more niche interests and needs. KCLMB seeks to fund strategies that elevate youth voice, meet the needs and interests of a diverse group of high school students, and increase engagement with their community and their school. The Request for Proposals that KCLMB released requested opportunities that will support students in "enhancing a sense of autonomy and purpose, developing feelings of camaraderie and being part of something bigger than themselves (belonging), and improving their sense of competence and confidence."

Program Measurement

How Much:

PM: # of participating youth

PM: # of activities

How Well:

PM: % of associated staff/partners trained in trauma informed approaches, and/or racial and ethnic disparities

Num: # of associated staff/partners trained

Den: # of associated staff/partners

PM: % retention of participating youth

Num: # of participating youth attending all but three sessions (showed up most of the time)

Den: # of participating youth attending at least three sessions (showed up a few times)

Better Off:

PM: % of participating youth who feel their ideas/voice is being considered in the program

Num: # of participants who report feeling their ideas/voice is being considered in the program

Den: # of participants surveyed

PM: % of participants reporting increased knowledge or skill development as a result of the program

Num: # of participants reporting increased knowledge or skill development as a result of the program

Den: # of participants surveyed

Timeline

July 1st - September 30th 2023

Spending Plan

All funds will be spent by September 30th 2023

Management Capabilities

KCLMB will contract with and monitor program implementation with Washington College, Minary's Dream Alliance, and Choptank Tolomato Legacy Project.

Sustainability

N/A

Program Purpose Areas

Children are Successful in School

Expanding Community Based Program Opportunities

Applicant Disclosure of Pending Applications Statement

Rosemary Ramsey Granillo

Kent County Local Management Board, Director

Unique Entity Identifier and SAM.GOV Expiration Date

C8C6GAZ67CA9

Person Completing the Project Narrative

Rosemary Ramsey Granillo



Control Number:

2023-U5-0010

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$34,673.00	\$0.00	\$0.00	\$34,673.00
Operating Expenses	\$4,810.00	\$0.00	\$0.00	\$4,810.00
Travel	\$4,155.00	\$0.00	\$0.00	\$4,155.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$5,355.00	\$0.00	\$0.00	\$5,355.00
Other	\$19,007.00	\$0.00	\$0.00	\$19,007.00
Grand Total	\$68,000.00	\$0.00	\$0.00	\$68,000.00

Category A - Personnel



Control Number: 2023-U5-0010

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Salary	1	Salary	Grant Funds	\$32,846.00
2	Fringe	2	Fringe	Grant Funds	\$1,827.00
					\$34,673.00

- 1. Student Interns: \$22,230
Minary's Staff: \$8,351
Choptank Legacy Staff: \$2,265
- 2. Minary's \$1,552
Choptank Tolomato \$275

Category B - Operating Expenses



Control Number: 2023-U5-0010

	Operating Expenses	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Operating	3	Grant Funds	0	\$0.00	\$4,810.00
						\$4,810.00

- 1. Hip Hop Time Capsule \$4,000 rent
Minary's \$500 office and cleaning supplies
Choptank \$310 Insurance

Category C - Travel



Control Number: 2023-U5-0010

	Travel	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Travel	4	Grant Funds	0	\$0.00	\$4,155.00
						\$4,155.00

1. Minary's \$4,155 mileage and bus rental

Category E - Equipment



Control Number: 2023-U5-0010

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Equipment	5	Grant Funds	0	\$0.00	\$5,355.00
						\$5,355.00

1. Minary's \$5,355 audiovisual equipment and devices for youth to use



	Other	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Food, Indirect, Program Supplies	6	Grant Funds	0	\$0.00	\$19,007.00
						\$19,007.00

- 1. Hip Hop Time Capsule \$6000 food
Minary's \$11,907 program supplies, food, entrance fees, 10% indirect
Choptank \$1,100 program supplies



Control Number:

2023-U5-0010

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.
2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.
3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.
4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.
6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.
8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.
9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.
10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.
11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eeo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

08/22/2023

Date

Fithian, Ronald H. - President

Name and Title

Certification Regarding Lobbying



Control Number:

2023-U5-0010



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Kent County Board of County Commissioners
Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312

Project Title: Safe Summer 2024 Kent County
Federal ID Number: 52-6000974

Authorized Representative: Fithian, Ronald H. - President

Signature:


Signature of Authorized Official

08/22/2023
Date



Pete Landon, Director, Office of Emergency Services
8/22/2023
County Commissioners Meeting

Item Summary:

Motorola Solutions Service Agreement

ATTACHMENTS:

Description

08.22.23 Office of Emergency Services Motorola Solutions Service Agreement Quote #2072652 Contract #
USC000005995



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072652
Contract Number: USC000005995
Contract Modifier: R03-MAR-23 11:07:11

Date:03/03/2023

Company Name: KENT COUNTY COMMISSIONERS

Attn:

Billing Address: 104 VICKERS DR UNIT D

City, State, Zip: CHESTERTOWN , MD, 21620

Customer Contact: Brad Russum

Phone: 410-778-3758

Required P.O. :

PO # :

Customer # :1011904811

Bill to Tag # :

Contract Start Date :01-Jul-2023

Contract End Date :30-Jun-2024

Payment Cycle :IMMEDIATE

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$1,895.88
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$13,887.72
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$2,464.92
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$2,563.68
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,421.40
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$5,363.52
	SVC04SVC0016C	SUS	\$4,723.68
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$710.64
		Subtotal - Recurring Services	\$2,752.62
		Subtotal - One-Time Event Services	\$0.00
		Total	\$33,031.44
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072652
Contract Number: USC000005995
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Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	# <u>2</u>
Remote Security Update Service (RSUS)	☐	☐	# <u>2</u>
Managed Detection and Response (MDR)	☐	☐	# <u>2</u>

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

Ronnie Fithian
AUTHORIZED CUSTOMER SIGNATURE

President
TITLE

08/22/2023
DATE

Ronald H. Fithian
CUSTOMER (PRINT NAME)

Christina Villanueva
MOTOROLA REPRESENTATIVE(SIGNATURE)

Customer Support Manager
TITLE

6/12/2023
DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072652
Contract Number: USC000005995
Contract Modifier: R03-MAR-23 11:07:11

Christina Villanueva

757-670-0479

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : KENT COUNTY COMMISSIONERS
Contract Number : USC000005995
Contract Modifier : R03-MAR-23 11:07:11
Contract Start Date : 01-Jul-2023
Contract End Date : 30-Jun-2024



SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-2072652
Contract Number: USC000005995
Contract Modifier: R03-MAR-23 11:07:11

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Quote Number : QUOTE-2072652
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-2072652
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072652
Contract Number: USC000005995
Contract Modifier: R03-MAR-23 11:07:11

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: Christina Villanueva

Name: Christina Villanueva

Title: Customer Support Manager

Date: 6/12/2023

Customer:

By: Ronnie Fithian

Name: Ronald H. Fithian

Title: President

Date: 08/22/2023



Pete Landon, Director, Office of Emergency Services
8/22/2023
County Commissioners Meeting

Item Summary:

Motorola Solutions Software Implementation and Upgrade Service Agreement

ATTACHMENTS:

Description

08.22.23 Office of Emergency Services Motorola Solutions Software Implementation and Upgrade Service Agreement Quote #2072699 Contract # USC000006855

**MOTOROLA SOLUTIONS****SERVICE AGREEMENT**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072699
Contract Number: USC000006855
Contract Modifier: R03-MAR-23 11:18:33

Date:03/03/2023

Company Name: KENT COUNTY COMMISSIONERS

Attn:

Billing Address: 104 VICKERS DR UNIT D

City, State, Zip: CHESTERTOWN , MD, 21620

Customer Contact: Brad Russum

Phone: 410-778-3758

Required P.O. :

PO # :

Customer # :1011904811

Bill to Tag # :

Contract Start Date :01-Jul-2023

Contract End Date :30-Jun-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
		SVC02SVC0201A / SVC02SVC0433A Astro SUA II UO & Field Implementation Services	
		SVC04SVC0178A SYS Upgrade Agreement II - Site	
		Subtotal - Recurring Services	\$3,154.18
		Subtotal - One-Time Event Services	\$0.00
		Total	\$37,850.14
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:



SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2072699
Contract Number: USC000006855
Contract Modifier: R03-MAR-23 11:18:33

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	# <u>2</u>
Remote Security Update Service (RSUS)	☐	☐	# <u>2</u>
Managed Detection and Response (MDR)	☐	☐	# <u>2</u>

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

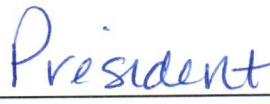
** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

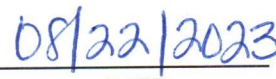
I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.



AUTHORIZED CUSTOMER SIGNATURE



TITLE



DATE



CUSTOMER (PRINT NAME)



MOTOROLA REPRESENTATIVE(SIGNATURE)

Customer Support Manager

TITLE

6/12/2023

DATE



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072699
Contract Number: USC000006855
Contract Modifier: R03-MAR-23 11:18:33

Christina Villanueva

757-670-0479

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : KENT COUNTY COMMISSIONERS
Contract Number : USC000006855
Contract Modifier : R03-MAR-23 11:18:33
Contract Start Date : 01-Jul-2023
Contract End Date : 30-Jun-2024



SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-2072699
Contract Number: USC000006855
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

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Quote Number : QUOTE-2072699
Contract Number: USC000006855
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

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17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Quote Number : QUOTE-2072699
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: Christina Villanueva

Name: Christina Villanueva

Title: Customer Support Manager

Date: 6/12/2023

Customer: County Commissioners of Kent County, Maryland
By: Ronald H. Fithian
Name: Ronald H. Fithian
Title: President
Date: 08/22/2023



Pete Landon, Director, Office of Emergency Services
8/22/2023
County Commissioners Meeting

Item Summary:

Motorola Solutions - Solutions II Computer Aided Dispatch (CAD) Services Renewal

ATTACHMENTS:

Description

08.22.23 Office of Emergency Services Motorola Solutions-Solutions II Computer Aided Dispatch (CAD)
Services Renewal Quote #2165482

Billing Address:
KENT COUNTY DEPARTMENT
OF EMERGENCY SERVICES
104 VICKERS DRIVE
UNIT D
CHESTERTOWN, MD 21620
US

Shipping Address:
KENT COUNTY DEPARTMENT
OF EMERGENCY SERVICES
104 VICKERS DRIVE
UNIT D
CHESTERTOWN, MD 21620
US

Quote Date:05/15/2023
Expiration Date:05/14/2024
Quote Created By:
Karen Sweet
Account Sales
Karen.Sweet@
motorolasolutions.com
303-910-3070

End Customer:
KENT COUNTY DEPARTMENT OF
EMERGENCY SERVICES

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Ext. Sale Price
	Flex				
1	SSV00S02433A-SP	Solutions II Managed Services Renewal - Single with DR 1 Year MS Contract Term: 8/1/2023 - 7/31/2024	1	1 YEAR	\$48,024.00
2	ISV00S01856A	Project Management and Implementation	1		\$748.83
Grand Total					\$48,772.83(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

Term 2 Flex Maintenance Total: \$49,944.96

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



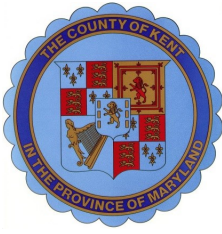
Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Customer
By: Ronnie Fithian
Name: Ronald H. Fithian
Title: President
Date: 08/22/2023





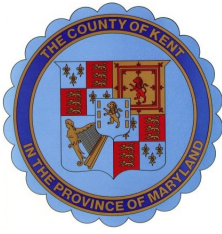
Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Part-Time EMT-B Vacancy

ATTACHMENTS:

Description



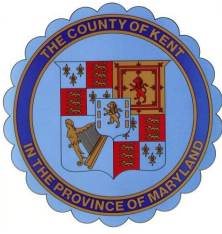
Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Part-Time EMT-B Vacancy

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Part-Time EMT-B Vacancy

ATTACHMENTS:

Description



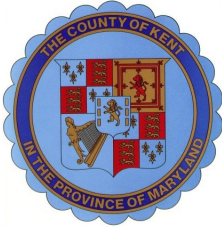
Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Kent County Office of Emergency Services, Kent County Detention Center, and Police Accountability Board,
Inner-Office Vacancy
- Administrative Specialist I

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Revision to Employee Handbook, Resolution 2023-15

ATTACHMENTS:

Description

08.22.23 Resolution 2023-15 County Commissioners of Kent County, Maryland Amendments to Kent County Employee Handbook – Alcohol and Drug Abuse Policy

RESOLUTION 2023-15
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
AMENDMENTS TO KENT COUNTY EMPLOYEE HANDBOOK

WHEREAS, The County Commissioners of Kent County, Maryland have previously adopted the Kent County Employee Handbook on October 17, 2017; and

WHEREAS, The County Commissioners of Kent County, Maryland have determined that the *Alcohol & Drug Abuse* policy found on pages 53-57 needs to be amended due to the legalization of recreational cannabis; and

WHEREAS, the Human Resources Department of Kent County, Maryland has developed and proposed on this date an amended policy and the County Commissioners of Kent County, Maryland have reviewed the amended policy.

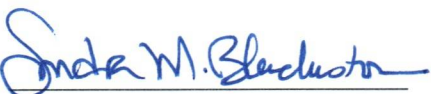
NOW, THEREFORE, Be It Resolved by the County Commissioners of Kent County, Maryland, that the *Alcohol & Drug Abuse* policy found on pages 53-57 be deleted and replaces with the proposed *Legal and Illegal Drug Use and Testing* policy.

BE IT FURTHER resolved that the amended policy be effective August 22, 2023.

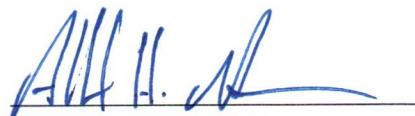
ADOPTED this 22nd day of August 2023.

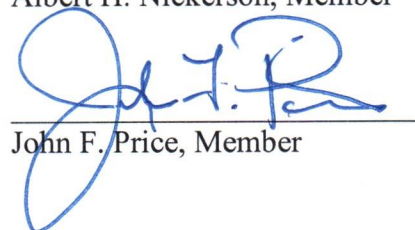
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

LEGAL AND ILLEGAL DRUG USE AND TESTING

The County is committed to being a drug-free and safe workplace. Further, the County adheres to all regulations and requirements of the Drug-Free Workplace Act as enacted by Congress. The act requires that employers and employees adhere to the following guidelines:

- (a) Publishing and distributing to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace, and specifying the action that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the County's drug-free workplace policy, (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties for drug-abuse violations occurring in the workplace.
- (c) Providing each employee with a statement including language required by (a) above and
- (d) notifying the employee that, as a condition of employment the employee is to abide by the statement and is to notify the County within five calendar days if he or she is convicted for a violation of a criminal drug statute which occurred in the workplace.
- (e) Notifying the Grant Officer in writing within 10 calendar days of receiving notice of any drug violation conviction. Such notifications shall be sent to the appropriate Employment and Training Administration (ETA) Grant Officer and shall include the identification number(s) of each affected grant and the employee's position title. If the ETA was notified at the time of the violation through the Incident Report system, a supplemental report should be submitted at the time of notice of conviction.
- (f) Within 30 calendar days of receiving notice of a conviction, taking one of the following actions, with respect to the employee convicted, (1) a personnel action against the employee up to and including termination (consistent with the requirements of the Rehabilitation Act of 1973), or (2) requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program.

Employees must be physically and mentally fit to perform their duties in a safe and effective manner. Therefore, employees shall not work or report to work while under the influence of legal or illegal drugs, or any substance that would affect their ability to perform the job in a safe and effective manner.

Employees shall not consume, display, or have in their possession, including the workplace or in County vehicles, any legal or illegal drugs at any time during the workday which may

affect or impair their ability to do their job safely or effectively. Doing so could jeopardize the safety of other employees, County equipment, or the County's relationships with the public, and may result in disciplinary action, up to and including termination.

In the event that any employee is required to take any kind of prescription or non-prescription drug or medication that may potentially affect her/his job performance or safety, s/he is required to notify Human Resources prior to the start of the shift. Human Resources will then consult with the immediate supervisor and the Medical Review Officer (MRO) to determine whether the employee should be reassigned or temporarily placed off duty, pending further review. The County has retained the services of a licensed physician as its Medical Review Officer. The MRO is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of controlled substances. He has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his or her medical history and other relevant biomedical information.

Failure to do so shall result in disciplinary actions, up to and including termination. To protect the best interests of the employee and the public, the County will take whatever measures are necessary to determine if any legal or illegal drugs are located on or are being used on County property. Measures that may be used will include but not be limited to searches of people and of personal property located on County premises, which may be conducted by law enforcement authorities or by management, as well as drug tests to be conducted when there is a reasonable suspicion of substance abuse.

Employees will be required to undergo a drug screening in the instances set forth below:

1. As part of the pre-employment hiring process once a conditional offer of employment has been made. The prospective employee will receive an electronic chain of custody form and the test must be completed within three (3) business days of the conditional approval to hire by the County Commissioners unless an exception is made by the Director of Human Resources for extenuating circumstances. A confirmed positive test result or the refusal to submit to or cooperate with the drug screening will result in employment offer being rescinded and the candidate being disqualified from consideration for employment for a period of one (1) year.
2. As part of a transfer to a position which requires a Commercial Driver's License (CDL) employees will be required to take a drug test, as detailed in #1 above.
3. When reasonable suspicion exists to believe that an employee may be impaired due to being under the influence of legal or illegal drugs while on duty. In the event a supervisor has reasonable suspicion based on observed behavior to believe an employee is using or under the

influence of legal or illegal substances while on duty, the employee will be escorted to Human Resources so that appropriate testing can be arranged. An employee tested under reasonable suspicion circumstances will be suspended with pay pending receipt and evaluation of the test results. If the test results are negative, the employee will be reinstated. If the test results are positive, the employee will be subject to disciplinary actions, up to and including termination.

4. Post-Accident: The County requires its employees to submit to drug screening within two hours of an employee's involvement in an accident resulting in injury or harm to the employee, a third party or property damage. The employee will be escorted to Human Resources so that appropriate testing can be arranged. If the employee is unable, due to the nature of the accident, to be escorted to Human Resource, the supervisor must immediately notify Human Resources of the situation.
5. Random: A certain percentage of employees shall be randomly tested for legal and illegal drugs each year. The percentage shall be set by the County for all employees except those who have a CDL. The percentage for those with a CDL shall be determined according to the regulations of the Department of Transportation (DOT). The selection process shall be scientifically valid. Tests shall be unannounced and occur throughout the year.
6. Return-to-Duty: If an employee is to be considered for return to duty after testing positive for legal or illegal drugs. Any employee required to undergo a drug screening on a return-to-duty basis will be expected to sign a consent form and the DOT Breath Alcohol Testing Form, if applicable. The costs of return-to-duty testing shall be paid by the employee, but may be advanced by the County, subject to repayment by the employee.
7. Unannounced Follow-up Testing: As determined by a substance abuse professional after a positive test, but no less than six times in the year following the employee's return to work. Any employee required to undergo a drug screening based on follow-up testing will be expected to sign a consent form and, if applicable, the DOT Breath Alcohol Testing Form. The costs of follow-up testing shall be paid by the employee, but may be advanced by the County, subject to repayment by the employee.

A refusal to provide either a sample or to sign any forms will constitute a presumption of intoxication or influence and subject the employee to disciplinary actions, up to and including termination. Employees refusing to sign the consent form or refusing to provide samples will be requested to complete a Refusal to Provide Breath/Urine Specimens Form .

The County has established procedures which will require all employees to submit to a breath screening to detect the presence of alcohol and/or a urine screening to detect the presence of legal or illegal substances under certain circumstances. When blood and/or urinalysis tests are required, samples will be taken under the supervision of an appropriate healthcare professional. The above-mentioned searches and drug tests will not be conducted if an individual refuses to submit; however, refusal to submit will result in immediate removal from service and may

result in termination.

The County uses only qualified facilities with specialized equipment and expertise in obtaining samples, testing, and evaluating for alcohol and controlled substance use. The procedures followed by the facilities used by the County are carefully designed to ensure accuracy and reliability.

Laboratory and clinic personnel are responsible for completing appropriate chain of possession documentation and ensuring that proper procedures are followed to protect the integrity of the samples and the reliability of the test results.

Any and all laboratories and breath alcohol technicians used by the County to perform drug/alcohol tests will be required to perform all of the necessary testing procedures in accordance with the Official Regulations and shall be appropriately certified. Official Regulations specify testing methodologies, cutoff levels and equipment which are used by facilities engaged by the County.

An initial positive result in a breath alcohol screening shall require a confirmatory test within twenty minutes. The result of the second test shall be the final result upon which any action shall be based. A result indicating an alcohol concentration of .02 or greater shall be considered positive. If a urine screening tests positive, an applicant may request within 72 hours after notice that the MRO arrange a second test of the split sample by a different certified laboratory. The cost of a re-test shall be paid by the employee, but may be advanced by the County, subject to repayment by the employee. If a urine test is diluted (creatinine below 20 mg/dl), a second test will be required. The results of the second test shall control.

Before or after any screening or test is given, the employee may be requested to disclose the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of prescription and non-prescription medications.

If an employee is taking a prescription or non-prescription medication in the prescribed manner and has disclosed such use, s/he will not be disciplined or otherwise disqualified for employment, except as set forth below. Medications prescribed for an individual other than the employee taking the medication will be considered to be illegally used and will subject the employee to appropriate discipline and/or disqualify him from further consideration for employment. All instances involving a medication will be handled on a case-by-case basis. Any employee taking such medication may be suspended with pay until the MRO is provided with a copy of the prescription and the name of the physician prescribing the medication. The employee's physician must provide a statement describing the effects of the medication and indicating that the medication will not affect the employee's ability to perform the duties of

her/his position safely and effectively without creating a risk of harm to the employee or others. The County may layoff, suspend, reassign, discipline, or terminate any employee whose medication use has impaired or may impair her/his ability to perform the duties of her/his position safely and effectively.

After any controlled substance screening, the results are directed to the MRO. Test results do not automatically identify an employee or applicant as an illegal drug user. The MRO must assess and determine whether alternative medical explanations could account for the positive test results. The MRO receives and reviews a certified copy of the original chain of custody document.

In the event a urine sample is determined to be invalid or unreliable by the laboratory, due to circumstances unrelated to the conduct of the applicant or employee, s/he will be immediately notified of the circumstances requiring a new test and will be required to undergo a new test within three (3) business days and at the County's expense. If a legitimate health problem exists, then s/he may be referred for medical assistance. If a urine sample is determined to be invalid or unreliable due to circumstances related to the conduct of an applicant or employee, a presumption will arise that the employee/applicant was incapable of passing the test and that the test results would have indicated a positive presence of a controlled substance.

An employee who tests positive for alcohol (breath alcohol greater than 0.02) or controlled substances will be immediately suspended with pay and will be subject to disciplinary actions, up to and including termination.

Each employee, but not including an applicant, who tests positive shall be advised by the County of the resources available to the employee in evaluating and resolving problems associated with the use or misuse of legal or illegal drugs. If employment is not terminated, the employee shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with the use or misuse of legal or illegal drugs. Evaluation and rehabilitation shall be provided by a substance abuse professional not affiliated with the County.

The choice of a substance abuse professional shall be made by and at the expense of the employee. If the employee is identified as needing assistance in resolving problems associated with the use or misuse of drugs, the employee must provide to Human Resources documentation that s/he has properly followed any prescribed rehabilitation program and shall be subject to unannounced follow-up drug screenings upon the employee's return-to-duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six tests in the first 12 months following the employee's return-to-duty. The County may direct the employee to undergo return-to-duty and follow-up

testing for both legal and illegal drugs if the substance abuse professional determines that return-to-duty and follow-up testing for both legal and illegal substances is necessary for that particular employee.

For alcohol and drug testing of employees in positions which require employees to maintain a CDL the County shall comply with the DOT regulations. In the event of any conflict between this policy and any mandatory provisions of the DOT Regulations, the County shall follow the DOT Regulations.

Employees experiencing problems with legal or illegal drugs are urged to voluntarily seek assistance to resolve such problems before they become serious enough to require County referral or disciplinary action. If you have questions regarding this policy or issues related to drug or alcohol use at work, you can raise your concerns with your immediate supervisor or the Human Resources Department without fear of reprisal.

Records of alcohol and controlled substances testing may be disclosed to authorized government agencies and prospective future employers upon an employee's authorization or otherwise as required by law.



Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Revision to Employee Handbook, Resolution 2023-16

ATTACHMENTS:

Description

08.22.23 Resolution 2023-16 County Commissioners of Kent County, Maryland Amendments to Kent County Employee Handbook – Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Policy

RESOLUTION 2023-16
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
AMENDMENTS TO KENT COUNTY EMPLOYEE HANDBOOK

WHEREAS, The County Commissioners of Kent County, Maryland have previously adopted the Kent County Employee Handbook on October 17, 2017; and

WHEREAS, President Barack Obama signed the Patient Protection and Affordable Care Act into law on March 23, 2010; and

WHEREAS, the Patient Protection and Affordable Care Act included Break Time for Nursing Mothers Act; and

WHEREAS, President Joseph R. Biden signed the Consolidation Appropriations Act 2023 into law on December 29, 2022; and

WHEREAS, the Consolidated Appropriations Act includes the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act, an expansion of Break Time for Nursing Mothers Act; and

WHEREAS, The County Commissioners of Kent County, Maryland have determined that the *Pregnancy, Parental Leave, & Lactation* policy found on page 10 needs to be amended due to the revised Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act; and

WHEREAS, the Human Resources Department of Kent County, Maryland has developed and proposed on this date an amended policy and the County Commissioners of Kent County, Maryland have reviewed the amended policy.

NOW, THEREFORE, Be It Resolved by the County Commissioners of Kent County, Maryland, that the *Providing Urgent Maternal Protections (PUMP) for Nursing Mothers* policy be added to the Kent County Employee Handbook.

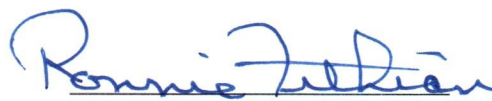
BE IT FURTHER resolved that the policy be effective August 22, 2023.

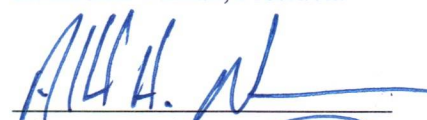
ADOPTED this 22nd day of August 2023.

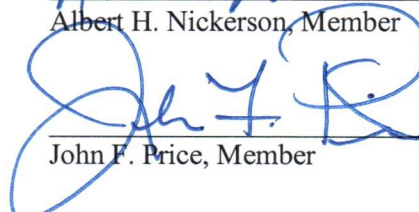
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Pregnancy, Parental Leave, & Providing Urgent Maternal Protections (PUMP) for Nursing Mothers

If a pregnant employee is temporarily unable to perform her job because of pregnancy, she will be treated the same as any other temporarily disabled employee.

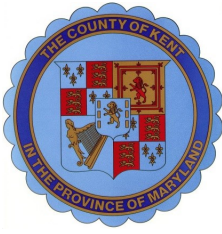
Pregnant employees are permitted to work as long as they are able to perform their jobs. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, she will be able to return to work. We will hold the position open for a pregnancy-related absence the same length of time jobs are held open for other employees on sick or disability leave.

Maryland law provides that disabilities caused or contributed to by pregnancy or childbirth, are temporary disabilities for all job-related purposes, and are to be treated as such under any employer-provided health or temporary disability insurance or sick leave plan.

The County offers paid parental leave to eligible employees, both male and female, following the birth of a child, the adoption of a child, or the placement of a child for foster care. You may use up to eighty hours of parental leave immediately after you have been on continuous leave for four weeks, either paid or unpaid, directly following the date of the event. Documentation of the event must be provided. Parental leave will run concurrent with FMLA leave and will end if you exhaust your FMLA leave.

The County may recover the amount of paid parental leave if you fail to return to work after the period of leave to which you are entitled has expired for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances determined by the County to be beyond your control.

The County follows the requirements of the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act. The County ensures that nursing mothers are afforded adequate paid break times and space, other than a bathroom, to express milk, as needed, during working hours for one (1) year following the birth of the employee's child. Further, the County declares that it does not have a dedicated room in any of its buildings for public use. Employees are instructed to contact Human Resources to make the necessary arrangements.



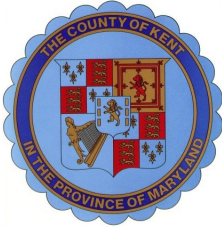
Jim Miller, Director, Human Resources
8/22/2023
County Commissioners Meeting

Item Summary:

Restructure Human Resources Department

ATTACHMENTS:

Description



**La Sherra Ayala, Executive Director, Maryland Department of Human
Services
8/22/2023
County Commissioners Meeting**

Item Summary:

FY2024 Summer Supplemental Nutrition Assistance Program (SNAP) Memorandum of Agreement

ATTACHMENTS:

Description

08.22.23 Memorandum of Agreement Between The MD Department of Human Services and Kent County Commissioners for FY2024 Summer Supplemental Nutrition Assistance Program (SNAP) FIAKC24-001

MEMORANDUM OF AGREEMENT

BETWEEN

THE MARYLAND DEPARTMENT OF HUMAN SERVICES
FAMILY INVESTMENT ADMINISTRATION (CENTRAL
OFFICE) 311 W. SARATOGA STREET, 7TH FLOOR
BALTIMORE, MD 21201

AND

KENT COUNTY COMMISSIONERS
400 HIGH STREET
CHESTERTOWN, MD 21620

FOR

**FY24 SUMMER SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM
(SNAP)**

THIS AGREEMENT is made by and between the Maryland State Department of Human Services, FAMILY INVESTMENT ADMINISTRATION, (DHS/FIA), and KENT COUNTY COMMISSIONERS (KCC).

This Agreement shall commence on June 1, 2023, and shall continue until services are completed; but in any case, no later than December 31, 2023.

I. Background

Subject to the continuing availability of State and/or federal funds, the DHS/FIA shall work with KCC to ensure that these funds will support the services of the KENT COUNTY DEPARTMENT OF SOCIAL SERVICES (KCDSS) to reduce food insecurity during the months that children are out of school, and to provide additional SNAP benefits to select school-aged children. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendix which hereby is incorporated as part of this Agreement:

Appendix I: Maryland Summer SNAP Program Fiscal Year 2024
Grant Application dated May 17, 2023.

II. Purpose of the Agreement

The Summer SNAP Program will enable KCDSS to provide additional SNAP benefits to select school-aged children. The monthly Summer SNAP benefits will

be \$30 during the months of June, July, and August; and \$10 in December. Summer SNAP benefits will be available on the head of the household's EBT card issued by KCDSS.

III. DHS/FIA's Responsibilities

- A. DHS/FIA will manage the Agreement and pursue reasonable remedies for any deficiency in KCC's contractual performance following notice by KCDSS to DHS/FIA of such a deficiency.
- B. KCDSS will provide DHS/FIA with an initial list of all qualified households for the Summer SNAP Program, from which DHS/FIA will coordinate with KCDSS to activate and to maintain accounts of qualified households under the Agreement.
- C. DHS/FIA will provide KCC with a one-time invoice to request payment as part of KCC's commitment to its Local Share Funds.
- D. DHS/FIA will monitor the overall operations of the Summer SNAP Program to determine usage by qualified households and the correct amount assigned to a household.
- E. DHS/FIA will share all critical information with KCDSS regarding the Agreement, including without limitation, any modifications, notices of any planned system maintenance or disruptions, and any changes or enhancements made to the E&E System.
- F. DHS/FIA will use the combination of Local Share of Funds and allocated State funds to issue Summer SNAP benefits to eligible households.

IV. KCC's Responsibilities

- A. KCC will review the one-time invoicing report received from DHS/FIA and shall report any errors in the invoicing report to DHS/FIA, in writing, within ten (10) business days.
- B. KCC's commitment to its Local Share Funds.
- C. KCDSS will submit payment to DHS/FIA within thirty (30) days following receipt of an approved invoice.

V. Administrative Costs/Invoicing

The approved Summer SNAP Program budget for KCDSS is \$18,700.67, of which \$9,351.00 is funded by State General Funds. The Local Share of Funds is \$7,413.00 and \$1,936.67 will be reallocated from FY '23 Summer SNAP to FY'24 Summer SNAP.

DHS/FIA will invoice KCC based on the commitment of the Local Share of \$7,413.00.

VI. Project Managers

The DHS/FIA shall designate EMILY BAUER, or designee, 311 W. SARATOGA STREET, 2ND FLOOR, BALTIMORE, MD 21201; TEL. 443-257-0223; FAX: 410.333.6287; E-MAIL: emily.bauer1@maryland.gov to serve as Project Manager for this Agreement. The KCDSS shall designate JULIE HANDZO, or designee, 350 HIGH ST., CHESTERTOWN, MD 21620; EMAIL: julie.handzo@maryland.gov; TEL: 410-810-7600, to serve as the KCDSS' Project Manager for this Agreement. All contact between the DHS/FIA and the KCDSS regarding all matters relative to this Agreement shall be coordinated through the DHS/FIA's designated Project Manager.

VII. Confidentiality

Except in accordance with a court order, statute or regulation, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required or allowed by § 4-101 *et. seq.*, General Provisions Article, Maryland Annotated Code, or any other State or federal statute or regulation.

VIII. Amendments or Modifications

The Parties expressly reserve the right to alter, vary, modify or waive any provision of the Agreement provided that such alteration, variation, modification, or waiver shall be valid when reduced to a writing, which has been duly signed by each and every signatory to the original of this Agreement or the successor in office.

IX. Termination

If KCC fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provisions of the Agreement, DHS/FIA may terminate the Agreement. Prior to terminating this Agreement, the DHS/FIA shall give thirty (30) days prior notice of such default, and if KCC has not cured such default within the thirty (30) days period, the DHS/FIA may, by written notice given, within five (5) days after expiration of this period, terminate the Agreement. The DHS/FIA shall pay KCC fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by KCC's breach.

X. Miscellaneous

This Agreement represents the complete and final understanding of the Parties and no other understandings or representations, whether oral or written regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties hereto.

XI. Miscellaneous Provisions

- A. The Parties shall comply with all applicable federal, State and local government standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the Party under the terms of this Agreement.
- B. KCC shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the State.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its authorized representatives as of the date indicated below.

Imya L. Thomas

WITNESS:

FOR THE **KCC**:

Ronnie Fithian

Signature

Ronald H. Fithian

Name

President

Title

08/22/2023

Date Signed

WITNESS:

FOR THE **DHS/FIA**:

Signature

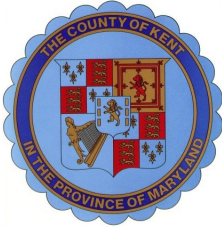
Rafael López

Name

Secretary

Title

Date Signed



**Owen Bailey, Director, Land Use and Policy, Eastern Shore Land
Conservancy**

8/22/2023

County Commissioners Meeting

Item Summary:

Letter of Support

ATTACHMENTS:

Description

08.22.23 Owen Bailey, Director, Land Use and Policy, Eastern Shore Land Conservancy, Letter of Support



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

August 22, 2023

Owen Bailey, Director
Land Use and Policy
Eastern Shore Land Conservancy
114 S. Washington Street, Suite 101
Easton, Maryland 21601

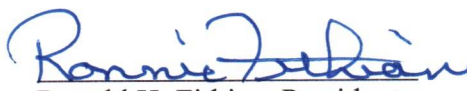
RE: Research Project Land Use Values with Geospatial Data, Letter of Support

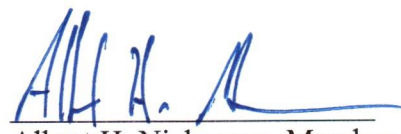
Dear Mr. Bailey:

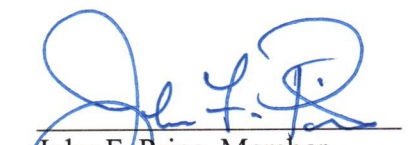
We, the County Commissioners of Kent County, Maryland, support Eastern Shore Land Conservancy's research project for land use values with geospatial data. We look forward to seeing the results regarding the research project and the data that will show us the historical impact of growth, the impacts of sea-level rise on properties, and future impacts from development and infrastructure projects. We hope to see the benefits this research can provide with investments throughout the County.

We are pleased to support Eastern Shore Land Conservancy's research project for land use values with geospatial data.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member



**Serena Coleman McIlwain, Secretary, Maryland Department of the
Environment
8/22/2023
County Commissioners Meeting**

Item Summary:

Invite to Visit Millington Wastewater Treatment Plant

ATTACHMENTS:

Description

08.22.23 Secretary Serena Coleman McIlwain, Maryland Department of the Environment, Town of Millington's Wastewater Treatment Plant Visit Invite



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

August 10, 2023

Secretary Serena Coleman McIlwain
Maryland Department of the Environment
1800 Washington Blvd, Ste. 600
Baltimore, MD 21230

Dear Secretary McIlwain,

On behalf of the Kent County Commissioners, I am writing to extend a warm invitation for you to visit Kent County to conduct a site visit of the Town of Millington's wastewater treatment plant (WWTP).

As you may be aware, the Town of Millington is situated on the border of Kent County and is in dire need of infrastructure repairs for its WWTP. Currently permitted for 105,000 gallons per day (GPD), the average daily flow is 73,000 GPD. However, due to the planned future service area expansion in Kent County, the WWTP requires an upgrade to increase its treatment capacity. Our plan includes designing and constructing a treatment facility with an initial capacity of 350,000 GPD and a probable ultimate capacity of 600,000 GPD. The estimated cost for this crucial project amounts to \$15,800,000.

While we have budgeted the funds for design services, we are seeking financial assistance from the state to ensure the successful implementation of this essential project. Enhancing the safety and accessibility of our county's wastewater treatment infrastructure is of paramount importance, and your valuable insights and support in this endeavor would be highly appreciated.

Your visit to the Town of Millington WWTP will provide you with a comprehensive understanding of the urgent need for infrastructure repairs and improvements. The site visit will allow us to highlight the challenges we face, discuss our proposed solutions, and seek your valuable guidance and expertise to address these critical issues effectively.

Additionally, we would also like to bring to your attention some recent concerns regarding water quality at Kent County beaches, which makes the improvement of our wastewater treatment facilities even more crucial.

We kindly request that you consider this invitation and let us know your availability so that we may plan the site visit accordingly. Your visit would be a significant step towards ensuring the environmental well-being and sustainable growth of our community.

Thank you for your attention to this matter, and we eagerly look forward to welcoming you to Kent County.

Sincerely,

A blue ink signature of Shelley L. Heller, written in a cursive style.

Shelley L. Heller
County Administrator

cc: Commissioners
Town of Millington Mayor and Council
Mike Moulds, Director, Public Works



Sumner Hall, Beer and Wine Only, August 18-19, 2023
8/22/2023
County Commissioners Meeting

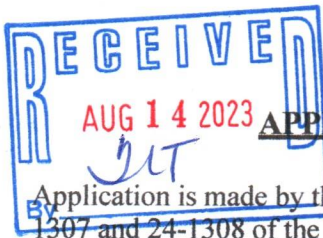
Item Summary:

Special Class C (Per Diem) Liquor License Application

ATTACHMENTS:

Description

Sumner Hall, Beer and Wine Only, August 18 & 19, 2023, Application



#4893

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:

Summer Hall

Address 206 S. Queen Street, Chestertown, MD 21620

Type of Function Street Party Celebration - Legacy Day 2023

Location of Function on street - in front of Garfield Theatre

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 18, 19 2023
Begin at: 7pm End at: 10pm and the applicant tenders herewith the sum of (\$15.00 Per Diem) (\$30.00) in payment for the license.

Please Select One:

☒ Pick Up Barbara Foster - 410-708-4448

☐ Mail Permit (will be mailed to above address)

9. Applicants

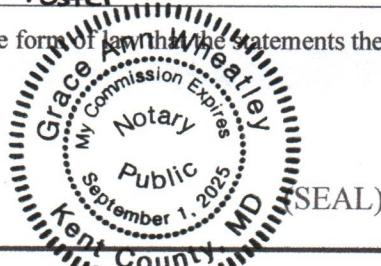
(1) Barbara Barrett Foster 17 Byford Court, CHESTER TOWN
Name Residence
25 years member 410 708 4448 Barbara Barrett Foster
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14th day of August, 2023, 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



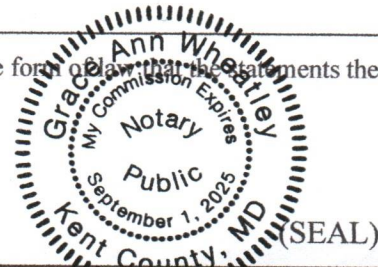
(2) Cheryl Hoopes 208 Mt Vernon Ave
Name Residence
forever Employee 410 708-3321 Cheryl Hoopes
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Cheryl Hoopes 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



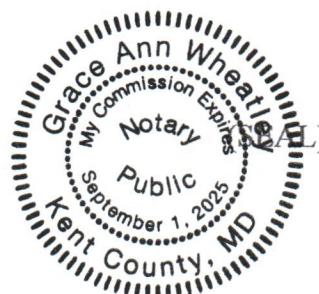
(3) Candice Ringgold 208 Camelot Rd
Name Residence
8 months Employee 443-622-4499 Candice Ringgold
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Candice Ringgold 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



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

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Laurence Dike PRINT NAME: Laurence Dike

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: _____

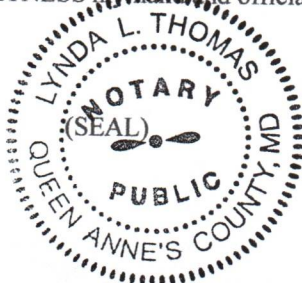
TITLE OF AUTHORIZED AGENT: _____

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 14th day of August, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared Laurence Dike and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Lynda L. Thomas
6.30.24



#4893

Board of License CommissionersRonald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
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, 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.

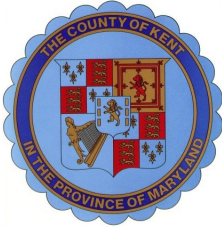
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Sumner Hall

Address 206 South Queen St.

Name Barbara Barrett Foster, Second Vice President Barbara Barrett Foster
(Please Print) (Signature)

Phone # 410 708 4448 Date August 10, 2023



**St. John Catholic Church/Sacred Heart Parish, Raffle Only, August 20,
2023
8/22/2023
County Commissioners Meeting**

Item Summary:

Raffle Permit Application

ATTACHMENTS:

Description

18-2023 St. John Catholic Church and Sacred Heart Parish, Raffle Only, 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:	St John Bull Roast St John / Sacred Heart	
Address of Organization:	508 High Street, Chestertown, MD 21620	
Telephone: (410)	708-4969 (Tot Strong) 410-708-1736 (Mike Strong)	
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: Mildred J. Strong

Address: 3260 Eastern NK RD Rock Hall, MD. 21661

E-Mail: overton@hughes.net

Telephone: (410) 708-1736

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

Location address of fund-raising affair: St John / Sacred Heart Parish

508 High Street

Chestertown, MD 21620

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

Date(s) of fund-raising: 8/20/23

Date and Time of Drawing: 4:30pm 8/20/23 Begin at: End at: 8/20/23

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: Mildred J. Strong

Please Select One:

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

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:

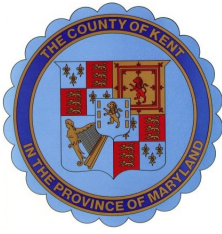
_____ % Civic 100 % Charitable _____ % Educational

Name, address, and telephone number of person completing application:

Mildred J. Strong 410-708-1736
Mildred J. Strong

() _____

Signature of person completing application: Mildred J. Strong



State Revitalization Programs, Division of Neighborhood Revitalization 8/22/2023 County Commissioners Meeting

Item Summary:

Letters of Support

ATTACHMENTS:

Description

08.22.23 Kevin Baynes, Director State Revitalization Programs, Community Legacy Application, Support Letter Kent Attainable Housing, Inc.

08.22.23 Kevin Baynes, Director State Revitalization Programs, Community Legacy Application, Support, Main Street Historic Chestertown, Inc.

08.22.23 Kevin Baynes, Director State Revitalization Programs, Community Legacy Application, Support, Washington College



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

August 22, 2023

Kevin Baynes, Director
State Revitalization Programs
Division of Neighborhood Revitalization
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

RE: State Revitalization Programs, Community Legacy Application, Letter of Support

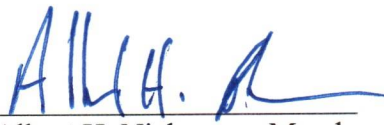
Dear Mr. Baynes:

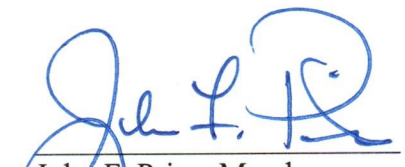
We, the County Commissioners of Kent County, Maryland, support Kent Attainable Housing, Inc.'s grant application to the Department of Housing and Community Development (MDHCD), via the State Revitalization Program, specifically the Community Legacy program. Kent Attainable Housing is requesting funds to allow the construction of an affordable home located at 148 Prospect Street, Chestertown, Maryland. This organization is trying to revitalize the Prospect Street community by infilling lots, demolishing abandoned homes, and constructing six to ten affordable housing units.

We are pleased to support Kent Attainable Housing, Inc.'s grant application and ask for your positive consideration.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Ronnie Edelman, Board Secretary and Chief Grant Writer, Kent Attainable Housing, Inc.



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

August 22, 2023

Kevin Baynes, Director
State Revitalization Programs
Division of Neighborhood Revitalization
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

RE: State Revitalization Programs, Community Legacy Application, Letter of Support

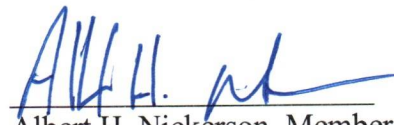
Dear Mr. Baynes:

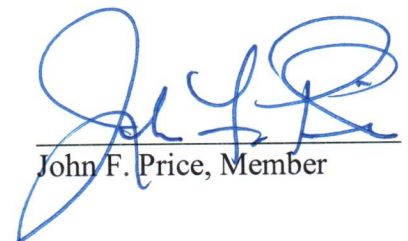
We, the County Commissioners of Kent County, Maryland, support Main Street Historic Chestertown's grant application to the Department of Housing and Community Development (MDHCD), via the State Revitalization Program, specifically the Community Legacy program. Main Street Historic Chestertown is requesting funds to continue the Façade Improvement program they have started. This project helps commercial property owners rehabilitate historic façades in the Downtown Chestertown area.

We are pleased to support Main Street Historic Chestertown, Inc.'s grant application and ask for your positive consideration.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Nina Fleegle, Executive Director, Main Street Historic Chestertown, Inc.



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

August 22, 2023

Kevin Baynes, Director
State Revitalization Programs
Division of Neighborhood Revitalization
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

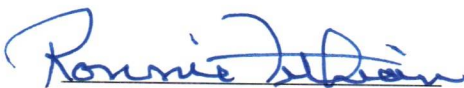
RE: State Revitalization Programs, Strategic Demolition Fund – Statewide Application, Letter of Support

Dear Mr. Baynes:

We, the County Commissioners of Kent County, Maryland, support Washington College's grant application to the Maryland Department of Housing and Community Development (MDHCD), via the State Revitalization Program, specifically the Strategic Demolition Fund – Statewide program. The College anticipates using these funds to repurpose part of the former Dixon Valve site located at 800 High Street, Chestertown, for affordable housing available to employees, faculty, staff, students, and community members. The funds will be used to develop a housing complex for converting the former Dixon Valve site into living space for the College and Community to use collaboratively.

We are pleased to support Washington College's grant application and ask for your positive consideration.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Susie Chase, Advancement, Alumni Affairs and Constituent Engagement, Washington College



Procedures For Public Comment 8/22/2023 County Commissioners Meeting

ATTACHMENTS:

Description

08.22.23 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS
SIGN IN SHEET
August 22, 2023**

NAME (please print)	ADDRESS	TOPIC
Eric Collier	26821 Mallard Rd	Spec Class C Liquor
FR McGinnis	26795 MALLARD RD	
GERALD DOCKSTEADEN	26875 MALLARD RD	SPEC LIQUOR PERMIT

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



**Robin Davenport, Executive Director, Court Appointed Special
Advocates For Children**

8/22/2023

County Commissioners Meeting

Item Summary:

Letter of Thanks

ATTACHMENTS:

Description

08.22.23 Robin Davenport, Executive Director, Court Appointed Special Advocates For Children (CASA)
of the Mid-Shore



CASA

Court Appointed Special Advocates
FOR CHILDREN

CASA OF THE MID-SHORE

**TALBOT • DORCHESTER
QUEEN ANNE'S • KENT**

August 1, 2023

Patricia Merritt, Chief Financial Officer
Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear Ms. Merritt and Commissioners of Kent County,

I write on behalf of everyone at CASA of the Mid-Shore to thank you for the generous \$14,980 grant allocation for FY 2024. We are deeply grateful to have the support of the Commissioners as we work with Kent County children who need CASA services.

This support will benefit our advocacy work on behalf of children who are under court protection due to serious risk factors such as abuse, neglect, abandonment, or their parents' inability to safely care for them. Our CASA volunteers work passionately to improve the lives of children who have been mistreated and, in the process, provide messages of hope. Children see us when we stand by their sides, and they hear us when we speak up for their need to live in safe, loving permanent homes. This can make a world of difference to them both now and into the future.

Everyone at CASA of the Mid-Shore appreciates the Kent County Commissioners' support of our unique and important mission.

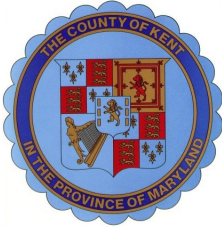
With gratitude,

Robin Davenport
Executive Director

Thank you very much!

CASA of the Mid-Shore is a private, nonprofit 501(c)(3) organization.

Under the terms of the Federal Tax law relating to charitable giving, we confirm that you received no goods or services for this gift. A copy of our current financial statement is available upon request by contacting CASA of the Mid-Shore at 1 S. Washington Street, Suite 2, Easton, MD 21601 or by calling 410-822-2866. Documents and information submitted under the Maryland Solicitations Act are also available, for the cost of postage and copies, from the Maryland Secretary of State, State House, Annapolis MD 21401, 410-974-5534.



Kent County Planning Commission 8/22/2023 County Commissioners Meeting

Item Summary:

Kent County Planning Commission Letter

ATTACHMENTS:

Description

Letter from Planning Commission



Planning Commission
Department of Planning, Housing, and Zoning

August 3, 2023

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

RE: Recommendation for Moratorium on Zoning Text Amendments related to Comprehensive Rezoning

Dear President Fithian:

At its meeting on August 3, 2023, the Planning Commission recommended that the Kent County Commissioners consider adopting a moratorium on the review of zoning text amendments (ZTA) to the Land Use Ordinance (LUO) until such time as the Comprehensive Rezoning and Update (CRU) process is complete and a new LUO is adopted and new zoning maps are complete.

Sincerely,

Kent County Planning Commission

Joe Hickman
Chairman

c: Shelley L. Heller, County Administrator



American Rescue Plan Act (ARPA) Funds Spend Plan 8/22/2023 County Commissioners Meeting

ATTACHMENTS:

Description

8-8-2023 ARPA Funds Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
8/8/2023**

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,421,377</u>		<u>\$ 3,111,377</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 345,400</u>		<u>\$ 655,400</u>	



Contingency and Use of Fund Balance Report 8/22/2023 County Commissioners Meeting

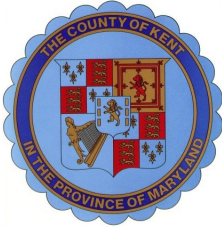
ATTACHMENTS:

Description

8-8-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
August 8, 2023**

[illegible]



Jim Miller, Director, Human Resource Department
8/22/2023
County Commissioners Meeting

Item Summary:

Personnel

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

ATTACHMENTS:

Description