

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

August 9, 2022

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

Meeting Announcements

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

Consent Items

- #1 - Regular Session Minutes, August 2, 2022
- #2 - Liquor Minutes, August 2, 2022
- #3 - Closed Session Minutes, August 2, 2022
- #4 - Chestertown High School Alumni, Raffle Only, August 14, 2022
- #5 - Chestertown Volunteer Fire Company, Raffle Only, August 29, 2022
- #6 - Kent County Public Library, Certification for Cooperative Local-State Library Aid
Programs FY2023
- #7 - Environmental Operations Division
 - Department of Natural Resources Waterway Improvement Fund Grant
- #8 - Water and Wastewater Division
 - Public Works Agreement, Eastern Shore Homes, Inc.
- #9 - Water and Wastewater Division
 - Public Works Agreement, Eric K. and Anda M. Heritage
- #10 - Water and Wastewater Division
 - Public Works Agreement, Village at Kennedyville - Lot Carryover
- #11 - Water and Wastewater Division
 - Town of Galena Operations Agreement Renewal
- #12 - Weed Control
 - Noxious Weed Treatment Agreement

Appointments

Dr. Karen M. Couch, Superintendent, Kent County Public Schools
Blueprint Implementation Coordinator and Implementation Action Plan

Recognition

Kent Soil and Water Conservation District
William A. “Cody” Clark, Jr., 2021 Cooperator of the Year

Departmental Appointments

Jamie Williams, Director, Economic and Tourism Development and Susan O'Neill, Executive

Director, Upper Shore Regional Council

Rural Maryland Economic Development Fund

Wayne Darrell, Director, Emergency Services

Public Safety Radio Console Maintenance and Software Upgrades

Wayne Darrell, Director, Emergency Services

Memorandum of Understanding with Maryland State Highway Administration for Radio Tower Use

Human Resources Director

Emergency Services

EMT-B Vacancy

Emergency Services

Paramedic Supervisor Vacancy

Public Works Director

Court House Asbestos Abatement

Environmental Operations Division - Budget Allocation

County Administrator

Allison L. MacKenzie

Citizen Request Mowing of Glencoe Road, Kennedyville

Request for Waiver of Interest and Penalty Fees

County Administrator Report

Kim Righi, Restoration Manager, ShoreRivers

Turners Creek Stream Restoration Funded

Kent Alcohol and Tobacco Enforcement KATE

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

Routine Inspection Results

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

Tobacco Compliance Check Letters

Responsible Retailer Certificates

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

License Update

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Stephanie Gosman, Chairman, Museums of Kent County

Letter of Thanks

Ann Gutierrez Carlson, Conservation Easement Program Manager, Maryland Environmental Trust

Green Point Farms, L.L.C Conveying Perpetual Conservation Easements
Citizen Concern
Waste Disposal

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

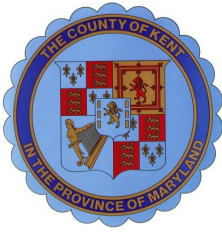
Contingency Fund

Contingency and Use of Fund Balance Report

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



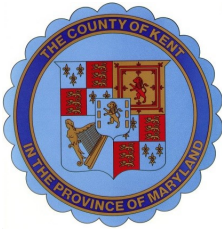
**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
8/9/2022
County Commissioners Meeting**



#1 - Regular Session Minutes, August 2, 2022
8/9/2022
County Commissioners Meeting

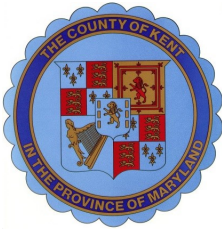
ATTACHMENTS:

Description



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

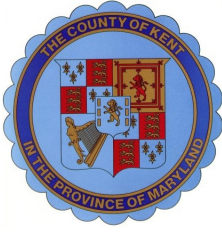
ATTACHMENTS:
Description



#3 - Closed Session Minutes, August 2, 2022
8/9/2022
County Commissioners Meeting

ATTACHMENTS:

Description



**#4 - Chestertown High School Alumni, Raffle Only, August 14, 2022
8/9/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

16-2022 Chestertown High School Alumni, Raffle Only, August 14, 2022

Permit#

16-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization:	Chester town High School Alumni	
Address of Organization:	P.O. Box 765, Chester town MD 21620	
Telephone: (	410) 778-4936	
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:

Susan Martinez

Address:

202 Glen Street Chester town MD 21620

E-Mail:

smartinez@kent.k12.md.us

Telephone:

(410) 778-0910

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

Location address of fund-raising affair:

Kent County Ag Center
21349 Tolchester Beach Road
Chester town MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above?

Yes

☒ No

Date(s) of fund-raising:

August 14, 2022

Date and Time of Drawing:

August 14, 2022

Begin at:

12:00

End at:

3:00

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

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

Signature of person completing this application:

Susan Martinez

Please Select One:

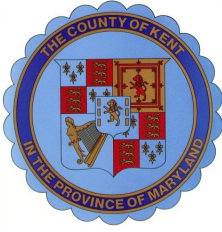
☒ Pick Up

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

County Commissioners

Office

Date 8-2-22 LLC



**#5 - Chestertown Volunteer Fire Company, Raffle Only, August 29, 2022
8/9/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

15-2022 Chestertown Volunteer Fire Company, Raffle Only, August 29, 2022

Permit# 15-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization:	<u>Chestertown Fire Co.</u>
Address of Organization:	<u>21 Maple Ave Chestertown MD 21620</u>
Telephone:	<u>(410) 708-3434</u>
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: Cindy Morris
Address: 108 Walnut St Church Hill MD 21623
E-Mail: Secretary@ctownvfc.org
Telephone: (410) 708-3434

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

Location address of fund-raising affair: _____

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

Date(s) of fund-raising: August 2022

Date and Time of Drawing: Aug 29, 2022 Begin at: _____ End at: _____

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: Cindy Morris

Please Select One:

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

County Commissioners
Office

Date 7-28-22 LLC

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:

Members of the Community

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

Is the organization a religious organization? Yes ☒ No ☐

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

Where are services conducted and how often? _____

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

_____ % Civic 100 % Charitable _____ % Educational

Name, address and telephone of person completing application:

() _____

Signature of person completing application: _____



#6 - Kent County Public Library, Certification for Cooperative Local-State Library Aid Programs FY2023

8/9/2022

County Commissioners Meeting

ATTACHMENTS:

Description

08.09.22 Maryland State Library Agency, Certification for Cooperative Local-State Library Aid Programs
FY2023



**CERTIFICATION FOR COOPERATIVE LOCAL-STATE LIBRARY AID PROGRAMS
FY 2023**

TO: Maryland State Library Agency

We hereby certify that:

- I. The Board of Trustees of Kent County has or will receive the monies noted below as county contributions for current operating expenses.
- II. The Government of Kent County has made an appropriation of monies equal to the total noted below as county contributions for capital expenditures.
- III. The State share \$ 118,903 for this county will be utilized as noted below as State contributions.
- IV. The distribution of monies will be:

**TOTAL COUNTY
CONTRIBUTIONS**

STATE SHARE

Current Expense \$ 713,899 \$ _____

Other Expense \$ _____ \$ _____

8/1/2022
DATE

[Signature]
FOR THE BOARD OF LIBRARY TRUSTEES

08/09/22
DATE

P. Thomas Mason
FOR THE COUNTY COUNCIL/COMMISSION OR CITY
COUNCIL FOR BALTIMORE CITY

RETURN TO: Donna Liberto
Maryland State Library Agency
25 S. Charles Street, Suite 1310
Baltimore, MD 21201
Donna.liberto1@maryland.gov

RETURN BY: Wednesday, August 31, 2022



#7 - Environmental Operations Division

8/9/2022

County Commissioners Meeting

Item Summary:

Department of Natural Resources Waterway Improvement Fund Grant

ATTACHMENTS:

Description

08.09.22 Sandi Pepe, Program Administrator, Chesapeake and Coastal Service, Department of Natural Resources, Waterway Improvement Fund Grant Application, Betterton Public Landing
Town of Betterton Support Letter



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

August 9, 2022

Sandi Pepe, Program Administrator
Chesapeake and Coastal Service
Department of Natural Resources 580
Taylor Avenue E-2
Annapolis, Maryland 21401

RE: Waterway Improvement Fund Grant Application - Funding to perform a Study/Preliminary Engineering Report (PER) to identify improvements needed to the Betterton Public Landing (Boat Ramp, Pier & Transient Slips)

Dear Ms. Pepe:

The County Commissioners of Kent County approve the submittal of a Waterway Improvement Fund Grant Application through the DNR Grants Gateway online portal. This funding request submitted by Kent County Environmental Operations Division/Public Landings will assist the County in hiring a Marine Engineer firm to conduct a Study/Preliminary Engineering Report (PER) to identify the appropriate improvements needed to the Betterton Public Landing.

The County's goal and PER scope of work consists of providing a site evaluation, stakeholder outreach, wave/wind analysis, sea level rise/frequency of flooding and construction cost estimates that will assist with providing recommended options for replacement, modification, or rehabilitation of the existing structures at the Betterton Public Landing. Enhancements will improve public boating access and safety at the facility.

We respectfully request your favorable review of the grant application and sincerely express our appreciation for the many years of grant assistance provided through your office and the Waterway Improvement Fund.

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


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

KCC/mth

cc: Mike Moulds, Director, Public Works
Marty T. Holden, Division Chief, Environmental Operations, Public Works



TOWN OF BETTERTON

100 MAIN STREET
P.O. BOX 339
BETTERTON, MARYLAND 21610

Phone: 410-348-5522
Fax: 410-348-5131
info@townofbetterton.com

July 11, 2022

Kent County Board of Commissioners
P. Thomas Mason, President
Ronald H. Fithian, Member
Robert N. Jacob Jr., Member

Re: DNR Waterway Improvement Fund Grant

Dear Commissioners:

The Town of Betterton fully endorses the County's effort to apply for a Department of Natural Resources (DNR) Waterway Improvement Grant for improvements at Betterton Beach.

In March, the Town hosted a meeting with Kent County Division Chief of Environmental Operations Marty Holden and DNR's Waterway Improvement team headed by Sandi Pepe and Lisa Gutierrez.

Following up with Pepe's recommendations, Kent County Public Works Director Mike Moulds, contracted Davis, Bowen & Friedel (DBF) to compile a Preliminary Engineering Report to recommend options for replacement, modification, or rehabilitation of the existing structures in the area.

We believe these are the types of improvements that will make a difference. They improve safety and make it easier for people to make use of the area. Ultimately, a healthy, fun waterfront will improve tourism and create a positive economic climate for the Town and County.

The Town of Betterton appreciates the County's response to Sandi Pepe's recommendations, and we thank Marty and Mike for taking the necessary steps in applying for Waterway Improvement Funds. Please let me know if the Town can help with the application in any way.

Sincerely,

Donald E. Sutton, Sr.
Mayor of the Town of Betterton



#8 - Water and Wastewater Division

8/9/2022

County Commissioners Meeting

Item Summary:

Public Works Agreement, Eastern Shore Homes, Inc.

ATTACHMENTS:

Description

08.09.22 Agreement, By and Between County Commissioners of Kent County and Eastern Shore Homes, Inc., Public Works Agreement (PWA) for One Sewer Allocation

AGREEMENT

THIS AGREEMENT is made and executed this 9th day of August 2022 by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as "Commissioners," and Eastern Shore Homes, Inc. of Kent County, State of Maryland, sometimes hereinafter referred to as "Owner" or "Developer."

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber ____, No. ____, Folio ____, shown on Tax Map 0051, Parcel 0400.

WHEREAS, Commissioners have agreed to grant to owner certain water and/or sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Eleven Thousand Eight-Hundred (\$11,800.00) Dollars for acquiring 0 water allocation(s) and 1 sewer allocation(s) in the Spring Cove Area for sewer and/or water services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use.
2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The Owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement; thereafter, the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's water and/or sewer lines or two (2) years from the date of this Agreement. After the earlier of connection to Kent County's water and/or sewer lines, or the passage of two years from the date of this Agreement, Developer/Owner shall be charged the full quarterly charges for the improvements on the property unless, additional arrangements are specified herein:

ADDITIONAL ARRANGEMENTS: [NONE]

3. The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines in the event that the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocations subject to this Agreement subject to the conditions stated in this paragraph. Owner further acknowledges that allocation fees for any recaptured allocation are NON- REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.
4. The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
5. Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

PROPERTY OWNER(S):

Katie P.

C. Carl Brink, President
Representative, Eastern Shore Homes, Inc.

ATTEST:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sandra M. Gleason
08/09/22

By: P. Thomas Mason
P. Thomas Mason, President

By: Ronnie Fithian
Ronald H. Fithian, Member

By: Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member



#9 - Water and Wastewater Division 8/9/2022 County Commissioners Meeting

Item Summary:

Public Works Agreement, Eric K. and Anda M. Heritage

ATTACHMENTS:

Description

08.09.22 Agreement, By and Between County Commissioners of Kent County and Eric K. and Anda M. Heritage, Public Works Agreement (PWA) for One Sewer Allocation

AGREEMENT

THIS AGREEMENT is made and executed this 9th day of: August, 2022 by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as "Commissioners," and Eric K. & Anda M. Heritage of Kent County, State of Maryland, sometimes hereinafter referred to as "Owner" or "Developer."

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber MLM, No. 01236, Folio 00291, shown on Tax Map 0055, Parcel 0143.

WHEREAS, Commissioners have agreed to grant to owner certain water and/or sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Eleven Thousand Eight-Hundred (\$11,800.00) Dollars for acquiring 0 water allocation(s) and 1 sewer allocation(s) in the Spring Cove Area for sewer and/or water services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use.
2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The Owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement; thereafter, the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's water and/or sewer lines or two (2) years from the date of this Agreement. After the earlier of connection to Kent County's water and/or sewer lines, or the passage of two years from the date of this Agreement, Developer/Owner shall be charged the full quarterly charges for the improvements on the property unless, additional arrangements are specified herein:

ADDITIONAL ARRANGEMENTS: [NONE]

3. The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines in the event that the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocations subject to this Agreement subject to the conditions stated in this paragraph. Owner further acknowledges that allocation fees for any recaptured allocation are NON- REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.
4. The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
5. Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

PROPERTY OWNER(S):

Jake Henry Pooten

Eric K. Heritage
Eric K. Heritage

Jake Henry Pooten

Anda M. Heritage
Anda M. Heritage

ATTEST:

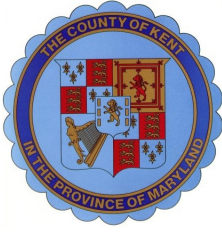
THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Anda M. Blackston
08/09/22

By: P. Thomas Mason
P. Thomas Mason, President

By: Ronnie Fithian
Ronald H. Fithian, Member

By: Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member



#10 - Water and Wastewater Division 8/9/2022 County Commissioners Meeting

Item Summary:

Public Works Agreement, Village at Kennedyville - Lot Carryover

ATTACHMENTS:

Description

08.09.22 Agreement, By and Between County Commissioners of Kent County and GB Kennedyville, LLC,
Public Works Agreement (PWA) for One Water Allocation and One Sewer Allocation, Lot Carryover

THIS AGREEMENT is made and executed this 9th day of August, 20 22, by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as Commissioners and GB Kennedyville, LLC, of Kent County, State of Maryland, sometimes hereinafter referred to as Owner.

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber MLM, No. 681, Folio 164, shown on Tax Map 0021, Parcel 0005, and shown as Lot(s) 55 on a plat made by Extreme Measures Land Surveyors, dated April 28, 2014, a copy of which is attached hereto;

WHEREAS, Commissioners have agreed to grant to owner certain water and/or sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Sixteen thousand two-hundred (\$16,200.00) Dollars for acquiring 1 water allocation(s) and 1 sewer allocation(s) in the Kennedyville Area for sewer and/or water services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use

2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The applicant cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fees must be paid on execution of this Agreement, thereafter the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners for the service to be rendered until the earlier of connection of the project to the Commissioners water and/or sewer lines or two (2) years after execution of this Agreement. After connection to the Commissioners water and/or sewer lines, the Developer/Owner shall be charged the full quarterly charges for the improvements on the property.

From the date of the execution of this Agreement by the Commissioners, a Developer/Owner has two (2) years to be connected to the Commissioners water and/or sewer lines. If the property has not been connected to the Commissioners water and/or sewer lines within two (2) years of execution of this Agreement, the allocation(s) would be forfeited and subject to reallocation, unless the Developer/Owner pays all quarterly charges for debt service, minimum charges and user charges which would be assessed for improvements contemplated on the property. Provided, however, if the Available Capacity (as defined in the Department of Water and Waste Water Services allocation policy) is less than twenty (20%) percent of the total capacity in the Area, the Commissioners may rescind any unused allocation(s). Before considering any rescission, the Commissioners shall review all pertinent information including whether the Owner/Applicant is proceeding diligently with the project and if the Owner/Applicant can demonstrate that the delay is attributable to governmental action or other events beyond the applicants' control.

3. THE FEE PAID HEREUNDER FOR THE ALLOCATION(S) IS NON-REFUNDABLE.

4. The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.

5. Owner shall guarantee the construction for a period of one (1) year from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

Samuel Watson

PROPERTY OWNER (S):

Clayton Cavan

ATTEST:

Sharon B. Blackston
08/09/22

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

BY: P. Thomas Mason
P. Thomas Mason, President

BY: Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member

BY: Ronnie Fithian
Ronald H. Fithian, Member



#11 - Water and Wastewater Division 8/9/2022 County Commissioners Meeting

Item Summary:

Town of Galena Operations Agreement Renewal

ATTACHMENTS:

Description

08.09.22 Galena Water and Wastewater Treatment Facilities, Operation and Maintenance Supervisory Agreement, Between the County Commissioners of Kent County and The Town of Galena

**GALENA WATER AND WASTEWATER TREATMENT FACILITIES,
OPERATION AND MAINTENANCE SUPERVISORY AGREEMENT**

BETWEEN

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

AND

THE TOWN OF GALENA, MARYLAND

This Water & Wastewater Treatment Facilities, Galena Collection System, and Distribution System Agreement (hereinafter, the "Agreement") is made and entered into this 9th day of August, 2022, by and between **THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND** (hereinafter, the "County"), and the **TOWN OF GALENA, MARYLAND** (hereinafter, the "Town"). The County and the Town may individually be referred to herein as a "Party," and may collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Town desires to retain the services of experienced and qualified personnel, responsible for the operation and maintenance of the Town's water and wastewater treatment facilities, distribution system and collection system as described on Exhibit A attached hereto (hereinafter, the "Facilities"); and

WHEREAS, the County, through its Department of Public Works, has experienced and qualified personnel on staff who can provide the technical expertise sought by the Town for the operation and maintenance of the Facilities; and

WHEREAS, the Town desires to retain the County, and the County desires to provide operation and maintenance services of the Facilities; and

WHEREAS, the Town has agreed to compensate the County for services provided pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements of the Parties hereinafter set forth, as well as for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Town, intending to be legally bound, do hereby agree as follows:

ARTICLE 1: GENERAL

- 1.1 The County hereby agrees to perform the services and to comply with the terms and conditions as set forth herein, and in consideration of such services, the Town

hereby agrees to make payments to the County as specified in Article 5 hereof and to do or take such other actions as required of the Town hereunder.

- 1.2 The person(s) responsible for the services to be rendered under this Agreement on behalf of the County shall possess the appropriate licenses and certifications as required by State and Federal laws and regulations.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 The County shall provide the services of qualified personnel who shall be responsible for the operation and maintenance of the Facilities as more fully described on Exhibit B attached hereto.
- 2.2 The County will provide additional services as described in Exhibit C attached hereto on a cost-reimbursable basis when requested by the Town. These services include but are not limited to, such things as the removal and processing of liquid sludge, emergency response to Sanitary Sewer Overflows (SSO's), removal of sewer line clogs, sewer cleaning etc.
- 2.3 In accordance with Town of Galena policy, (see Ordinance 2018-06 of the Town of Galena) sewer line clog removal and sewer line cleaning will be limited to sewer lines owned by the Town of Galena up to the sewer cleanout; the property owner is responsible for the sewer lateral from the cleanout to the structure. In the absence of a cleanout, the County will clean the sewer line up to the property line.
- 2.4 In accordance with Town of Galena Code §173-5A, the Town maintenance responsibility is from the street main to the property line.

ARTICLE 3: RESPONSIBILITIES OF THE TOWN

- 3.1 The Town shall use its best efforts to secure materials or information requested by the County for the purpose of carrying out services under this Agreement, and shall generally offer such cooperation as the County reasonably requires for the performance of its duties and responsibilities hereunder;
- 3.2 Reimbursement for costs incurred by the County:
 - 3.2.1. The Town shall reimburse the County for the actual costs of chemicals, repair parts, laboratory supplies, fuel for backup generators, and other services not included in the Scope of Services.
 - 3.2.2. No mark-up on these costs will be charged to the Town.
 - 3.2.3. The County shall have the authority to purchase repair parts and other items costing up to \$1,000.00 and which are needed for the maintenance and repair of the Facilities without obtaining prior approval from the Town. Notification of the

repair shall be provided to the Town as soon as possible, but in any event, by the close of business on the next business day following the repair.

3.2.4. The County will seek prior approval from the Town for items costing over \$1,000.00.

3.2.5. The County will have no obligation to acquire items or to incur costs to acquire items for which the Town denies funding or reimbursement.

3.2.6. The County may, in the event of an emergency, acquire items or incur costs which are needed for the maintenance and repair of the Facilities in the amount necessary to mitigate the emergency in an amount not to exceed \$7,500.00 without obtaining prior approval of the Town. Notification of the emergency and the required repair shall be provided to the Town as soon as possible, but in any event, by the close of business on the next business day following the repair. The Town shall reimburse the County for the actual costs of acquiring such items or the actual costs incurred.

3.3 The Town shall pay all utility costs directly. i.e., electric power, telephone services and any water charges for the Facilities;

3.4 The Town shall be responsible for the cost of all heavy maintenance and repair of the Facilities which exceed the County's in-house capabilities;

3.5 The Town shall be responsible for grounds maintenance of the Facilities, including grass cutting and snow removal;

3.6 The Town shall be responsible for fines, penalties, and other costs (including legal costs) associated with enforcement actions taken by the Maryland Department of the Environment or other regulatory agencies arising from permit or other regulatory violations, unless those violations are the result of negligence, willful misconduct, or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.

ARTICLE 4: TERM.

4.1 The initial term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023. The Agreement may be extended on an annual basis upon mutual consent of all parties, agreement of a proposed budget, and appropriation of funds to the Town budget.

ARTICLE 5: COMPENSATION

5.1 The Town shall pay the County a monthly fee of \$6,790.00. The County warrants the fee until June 30, 2023.

- 5.2 For County equipment services outside the Scope of Services as outlined in Exhibit B, the Town shall compensate the County in accordance with the Schedule of Fees as shown on Exhibit D attached hereto. The schedule of fees shall be in effect for the 2023 Fiscal year.
- 5.3 The Town shall pay the County for services rendered and expenses accounted for monthly, as billed. In the event that payment is not made within sixty (60) days from the date of billing, interest will be charged at the rate of one percent (1%) per month.

ARTICLE 6: INSURANCE

- 6.1 The County shall maintain during the term of this Agreement the following types and amounts of insurance:

<u>Type of Coverage.</u>	<u>Minimum Limit</u>
Workers Compensation	Statutory
Employer's Liability	\$100,000
Comprehensive General Liability	\$1,000,000 each occurrence and annual aggregate, combined single limit
Automobile Liability, Bodily Injury and Property Damage Combined	\$1,000,000 any one accident or loss

The County will provide the Town with a certificate of insurance evidencing the required coverage upon the Town's request.

- 6.2 The Town will obtain and maintain adequate property insurance on the Facilities and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the Facilities and the operation thereof. The Town will provide the County with a certificate of insurance evidencing such coverage upon the County's request.
- 6.3 The County warrants it will exert the degree of care and skill in the performance of the services ordinarily exercised, under similar circumstances, by similar professionals at the time such services are rendered. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IF APPLICABLE.

ARTICLE 7: TERMINATION

- 7.1 The failure of either Party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other Party may send a Notice of Termination. Such notice shall specify the nature of the default and provide the

defaulting Party with thirty (30) days to cure the default. If the default is capable of being cured but is not cured within 30 days, this Agreement shall terminate at midnight of the 30th day following the Notification. In the case of a default that cannot be cured within 30 days, this Agreement shall continue for a reasonable period of time beyond the 30th day if the defaulting Party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the Party determined to be in default to the satisfaction of the non-breaching Party.

- 7.2 In the event of termination of this Agreement under the above paragraph 7.1, the Town shall pay the County for services provided and invoiced by the County up to the effective date of termination.
- 7.3 Upon a minimum of sixty (60) days written notice to the County, Town may, without cause and without prejudice to any right or remedy, elect to terminate the Contract. In such case, the County shall be paid for all work executed and only actual expense sustained to the effective date of termination.

ARTICLE 8: OTHER TERMS AND CONDITIONS

- 8.1 Each party hereto represents to the other party that it has full power and authority to enter into and perform this Agreement, that all actions necessary to such execution and performance have been taken, and that this Agreement violates no law, regulation, decree, or other legislative, administrative or judicial restriction of either of the Parties.
- 8.2 The Town agrees to release and indemnify the County and the operator and save them harmless including costs of defense from any and all liability to the Town, its employees, or hired parties for any damage to property, personal injuries, or loss of life or property, or any other claim resulting from activities under this Agreement, except for negligence, willful misconduct or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.
- 8.3 The terms and conditions of this Agreement shall be binding upon the Town and County and their respective successors and assigns.
- 8.4 Neither party shall assign its rights, interests, or obligations under this Agreement without the expressed written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
- 8.5 This Agreement incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written.
- 8.6 This Agreement may be modified or amended from time to time. No modifications or amendments to this Agreement shall be effective unless in a written agreement

signed by both Parties.

- 8.7 If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 8.8 Any waiver of the terms and conditions of this Agreement by either of the Parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 8.9 The Parties waive their right to a trial by jury as to any and all claims, causes of action, or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, each Party shall continue to perform its obligations under this Agreement in a timely manner, unless otherwise mutually agreed in writing.
- 8.10 References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 8.11. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the State of Maryland Local Government Tort Claims Act (the "LGTC") and under any other applicable law. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the County, its departments, commissions, boards, officials, and employees is controlled and limited by the provisions of the LGTC, as now or hereafter amended.
- 8.12 All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

Town:

Warren Walters
Town Facilities
Town of Galena
101 S. Main Street
Galena, MD 21635

With a copy to:

Thomas N. Yeager
Town Attorney
203 Maple Avenue
Chestertown, MD 21620

County:

Michael S. Moulds
Kent County Dir. of Public Works
Department of Public Works
709 Morgnec Road
Chestertown, MD 21620

With a copy to:

Shelley Heller
County Administrator
400 High Street
Chestertown, MD 21620

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

ATTEST:

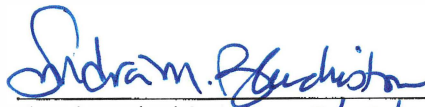
TOWN OF GALENA, MARYLAND

By: Warren Walters
Town Facilities

By: John T. Carroll, Jr.
Mayor

ATTEST:

KENT COUNTY, MARYLAND


Sondra Blackiston 08/09/22
Clerk


P. Thomas Mason, President
County Commissioners of Kent County

EXHIBIT A

List of Facilities to be Operated & Maintained under This Agreement

Water and Wastewater Facilities are defined:

- A. The two existing class 1 water plants and water distribution systems
 - B. The new class 5A wastewater plant and wastewater collection system including pump stations.
1. Town of Galena Wastewater Treatment Facility at 13265 Augustine Herman Hwy, Galena, MD;
 2. Town of Galena Water Plant , 102-B North Main Street, Galena, MD;
(Map 300, Parcel 1587, Grid 0016, Plat P3 91)
 - a. Control Building
 3. Town of Galena Water Plant , 103 Boxwood Lane, Galena, MD;
 - a. Control Building
 4. Town of Galena Pumping Station, 415 Jarman Avenue, Galena, MD
 5. Town of Galena Water Distribution System and Sewer Collection System as owned by the Town,

The above-referenced assets and facilities are owned by the Town of Galena.

EXHIBIT B

Scope of Services

Kent County Public Works will provide the following services:

- 1) Provide a Maryland State Certified Superintendent and a Certified Operator for the Town of Galena. The operator will possess a State of Maryland Class 1 Water or higher and Class 5A Wastewater license. This Superintendent will be the main point of contact for County personnel;
- 2) The Superintendent and Operator will operate the Town's water and wastewater facilities in a professional, efficient, and workmanlike manner;
- 3) The Superintendent would be responsible for the operation and supervision of all or any part of the water and wastewater facilities. This would also include the collection and distribution systems;
- 4) Perform preventative maintenance tasks according to operation and maintenance manuals.
- 5) Water and wastewater sampling services;
- 6) Respond to emergency calls 24/7;
- 7) Perform all tasks required by the NPDES permit and Safe Drinking Water Act;
- 8) Purchasing of supplies, materials, and equipment necessary for proper operation and maintenance of the water and wastewater facilities with reimbursement by the Town.;
- 9) Inventory and restock chemical, labs reagents, and consumables to be purchased with the Town's approval and reimbursement by the Town;
- 10) Obtain competitive bids for goods and services in accordance with Town procurement policy;
- 11) Coordinate with suppliers and contractors for major repairs and equipment replacement;
- 12) Obtain supplier and contractor estimates for major repairs and equipment replacement for Town's approval before purchasing;
- 13) Produce annual consumer Confidence Report;
- 14) Prepare and submit all required reports and permits to the Maryland Department of the Environment in a timely manner;
- 15) Prepare, sign, and maintain all monthly operating reports (MOR) and discharge monitoring reports (DMR), for submission monthly for the Mayor & Council Town Meetings, as required by the federal, state, and local government; and submit annual reports and recommendations to the Mayor and Council;
- 16) Completion of required annual sludge reports;
- 17) Completion of initial 24 hours and five (5) day follow up reports in the event of the permit non-compliance or sewer overflow;
- 18) Complete other reports and permit renewals as required by environmental regulatory agencies;
- 19) Conduct semi-annual flushing of fire hydrants;
- 20) Assist the Town with the formulation of annual water and wastewater plant capital and operating budgets;
- 21) Assist the Town with formulation of the five-year capital plan;
- 22) Coordinate with Town's water tower maintenance contractor;
- 23) Perform Miss Utility underground utility marking responses using the information provided by the Town when the Town's Maintenance Coordinator is not available;
- 24) Prepare an annual report for presentation to the Town by March 31st on prior-year operations and maintenance;
- 25) Provide cost proposals for additional repair and maintenance assistance as requested by the Town of Galena if County resources are available.

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

Water and Wastewater Treatment Facility Operations

1. Conduct daily site visits;
2. Record flow and other pertinent data daily and submit monthly to the Mayor and Council;
3. Perform all instrument calibrations and standard laboratory procedures;
4. Perform daily testing as required by the facility's permit;
5. Collect samples for testing by the contract laboratory;
6. Review all laboratory test results prior to submission to the Maryland Department of the Environment;
7. Perform process control testing and make necessary adjustments as required;
8. Waste sludge and decant wastewater digesters as required;
9. Visually check all systems, chemical feed pumps, process pumps, blowers, and related equipment for proper operation;
10. Perform required preventive maintenance and minor repairs within the capabilities of the staff;
11. Perform general facility cleanup as required to maintain safety and an orderly appearance;
12. Maintain an inventory of chemicals and related supplies; reorder as needed;

The Town of Galena will provide the following:

1. Signature on the attached Superintendent designation form (Exhibit E)
2. Notification to Maryland Department of the Environment of Superintendent designation.
3. The Town of Galena agrees that no decision will be made regarding the operation and maintenance of the Town of Galena water and wastewater facilities without consultation with and approval by the Kent County Water and Wastewater Superintendent.
4. The Town of Galena assumes full responsibility for any outcome that arises from disregarding the direction given by the Kent County Water and Wastewater Superintendent as related to the operations and maintenance of the Town of Galena Water and Wastewater Facilities
5. The Town of Galena agrees to support and enforce all given direction, as defined in *COMAR 26.06.01 B (7) (a), (b), (c)*, by the Kent County Water and Wastewater Superintendent to the Town regarding the operation and maintenance of the Town of Galena water and wastewater facilities.
6. The Town of Galena agrees to address and rectify the disregard of direction given by the Kent County Water and Wastewater Superintendent to the Town of Galena regarding the operation and maintenance of the Town of Galena Water and Wastewater Facilities.
7. The Town of Galena agrees to consider recommendations for improvements, budget expenditures, preventative, and corrective repairs given by the Kent County Water and Wastewater Facilities.
8. Access to SCADA data, Mission Monitoring unit and system alarm notification and phone number(s) on the Chatter Box.
9. Prompt response to requests made by the Superintendent regarding recommended purchases, repairs, and maintenance.
10. Sufficient funds for proper operations and maintenance of the water and wastewater plants.
11. The Town of Galena's Town Facilitator and Maintenance Coordinator will meet with County personnel once per week or more often if necessary, as determined by the County.

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

General Management

1. The County shall communicate and interact with the Maryland Department of the Environment and other regulatory agencies on matters pertaining to the Facilities on behalf of the Town;
2. Gain the necessary approvals from the Town and then arrange for and oversee those services and repairs which are outside the County's Scope of Services, which need to be done by outside contractors;
3. Administer warranties and guarantees on machinery and equipment as appropriate;
4. Recommend to the Town various improvement projects and modifications to the Facilities;
5. Provide the Town with a monthly statement of actual expenses;
6. Provide a proposed annual budget and contract to the Town of Galena by April 15th for the Town's use in its annual budget process;

EXHIBIT C

Additional Services not included in the monthly rate schedule

1. Performing construction repairs to piping as a result of water main breaks, force main failures, and sewer line collapses.
2. Environmental cleanup of reportable spills
3. Infiltration Inflow Monitoring
4. Construction Inspection and Contract Management
5. Development Plan Review
6. Installation of new and replacement Services
7. Sewer Cleaning
8. Water Meter Reading.
9. Fire Flow testing.

These additional services may be requested in writing by the Town. The County can provide a quote for approval before performing additional services.

EXHIBIT D

Fee Schedule for Equipment Use Outside the Scope of the Basic Agreement

Equipment	Rate/Day	*Mileage, \$/mile
Pumper Truck	250.00	0.58
Sewer Jetter	150.00	0.58
Heavy-Duty Pickup w/crane	100.00	0.58
5-ton Dump	200.00	0.58
Backhoe w/trailer (does not include hauling dump truck)	250.00	0.58
Double Axle Trailer (does not include hauling dump truck)	120.00	0.58
Roll-Off Dumpster w/truck	300.00	0.58
Skid Steer w/ Trailer (does not include hauling dump truck)	200.00	0.58
Mini-vac Pickup	150.00	0.58
Landscape Trailer (does not include hauling dump truck)	60.00	0.58

*Mileage will be based on standard current mileage rate. The rate listed is the current rate and is subject to change.

EXHIBIT E

KENT COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF WATER & WASTEWATER SERVICES



709 Morgue Road
Chestertown, MD 21620
410-778-2600
Fax 410-778-7487

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

Greg Swartz
Acting Division Chief
Superintendent
gswartz@kentgov.org

March 26, 2019

Mayor
Town of Galena
101 S Main St
Galena, MD 21635

RE: Town of Galena Water and Wastewater Superintendent Designation.

Definitions: COMAR 26.06.01.01

Board: Board means the State Board of Waterworks and Waste Systems Operators, *COMAR 26.06.01 B. (1)*.

Certified Superintendent: Certified superintendent means a superintendent who has a current superintendent certificate issued by the board, *COMAR 26.06.01 B. (5)*.

Direction: Direction means supervision provided by: (a) a certified operator located on-site, (b) a set of site-specific standard operating procedures approved by the Maryland Department of the Environment with a certified operator on call, or (c) direct on-site control. *COMAR 26.06.01 B. (7) (a), (b), (c)*.

Responsible Charge: Responsible charge means responsibility for the operation and supervision of all or any part of a water works, wastewater works, or industrial wastewater works. *COMAR 26.06.01 B. (12)*.

Superintendent: Superintendent means an individual who is designated by any employing or appointing person, county, municipality, sanitary district, or this State as the individual in responsible charge of a water works, wastewater works, or industrial wastewater works. *COMAR 26.06.01 B. (15)*.

Water and Wastewater Facilities: For the purpose of this agreement water and wastewater facilities are defined below:

1. Two existing class 1 water plants.
2. The existing class 5A ENR wastewater plant.
3. Water distribution system.
4. Wastewater collection system.

The Agreement:

Kent County and the Town of Galena agree to the specific points outlined below.

1. This agreement will be evaluated and, if necessary, modified on an annual basis.
2. The Kent County Water and Wastewater Superintendent is appointed by the Town of Galena as Superintendent of the Town's water and wastewater facilities.
3. As Superintendent of the Town of Galena's water and wastewater facilities, the Kent County Water and Wastewater Superintendent is deemed to be in responsible charge of the facilities as defined by *COMAR*

26.06.01 B. (12).

4. The Town of Galena agrees to support direction, as defined in *COMAR 26.06.01 B. (7) (a), (b), (c)*, by the Kent County Water and Wastewater Superintendent to the Town regarding the operation and maintenance of the Town's water and wastewater facilities.
5. The Town of Galena agrees that no decision will be made regarding the operation and maintenance of the Town's water and wastewater facilities without consultation with, and approval by, the Kent County Water and Wastewater Superintendent.
6. The Town of Galena assumes full responsibility for any outcome that arises from disregarding the direction given by the Kent County Water and Wastewater Superintendent as related to the operation and maintenance of the Town's water and wastewater facilities.

The Mayor of the Town of Galena

Name: _____

Signature: _____

Date: _____



#12 - Weed Control 8/9/2022 County Commissioners Meeting

Item Summary:

Noxious Weed Treatment Agreement

ATTACHMENTS:

Description

08.09.22 Kent County Project Task Agreement No. KE-002, Weed Control, Between Maryland Department of Transportation, State Highway Administration, and Kent County, Control Noxious Weeds

KENT COUNTY

PROJECT TASK AGREEMENT # __KE-002__ (PTA # KE-002)

WEED CONTROL

by and between the

Maryland Department of Transportation
State Highway Administration
and
Kent County, Maryland

This Project Task Agreement Number **__KE-002__ (PTA# KE-002)** executed in duplicate, made effective this _____ day of _____ 2022, by and between the Maryland Department of Transportation State Highway Administration (“**MDOT SHA**”), acting for and on behalf of the State of Maryland, and Kent County, Maryland (the “**County**”), a body corporate and politic, sets forth the understanding between the parties pertaining to funding and responsibilities for an infrastructure project in Kent County, in accordance with the terms and conditions set forth in a Master Memorandum of Understanding (“**MASTER MOU**”) executed by the parties and dated _____.

WHEREAS, the MDOT SHA has determined that it will control the noxious weeds located on various MDOT SHA rights-of-way, MDOT SHA easements, MDOT SHA partner sites, and other MDOT SHA’s properties (collectively, “**MDOT SHA PROPERTY**”) by application of herbicide treatment; and

WHEREAS, the MDOT SHA does not have adequate equipment or personnel to apply the herbicides in order to control its noxious weeds and other prohibited or nuisance weeds on MDOT SHA PROPERTY (collectively “**WEED CONTROL**”); and

WHEREAS, the County and MDOT SHA, in accordance with the MASTER MOU, are to set the hourly rates for MDOT SHA to reimburse the COUNTY for the application of herbicide by the COUNTY; and

WHEREAS, the County and MDOT SHA have jointly identified “**WEED CONTROL**” as Project Task Agreement #_____, (PTA#____) sometimes herein referred to as the “**PROJECT**”; and

WHEREAS, MDOT SHA and the County agree that the PROJECT is a benefit to both parties and will promote the health, safety, and general welfare of the citizens of the County and the State of Maryland.

NOW, THEREFORE, be it understood that MDOT SHA and the County do hereby agree as follows:

I. PROJECT DESCRIPTION and DEFINITIONS

- A.** The parties understand that any change to the PROJECT or any terms herein shall require that an amendment to this PTA be executed by the parties hereto.
- B.** WEED CONTROL shall be performed by COUNTY from the execution date of this PTA until its expiration on June 30, 2023.
- C.** The hourly rate for WEED CONTROL by the COUNTY for the PROJECT is One Hundred and Fifty Dollars (\$150.00) per hour for a two-person crew with equipment and is One Hundred and Twenty Dollars (\$120.00) per hour for a one-person crew with equipment.

The hourly rate set forth above which MDOT SHA may pay the COUNTY shall cover the cost of labor and equipment for applying the herbicides.

- D.** The total amount to be recoverable by the County from MDOT SHA for the PROJECT shall not exceed Forty Six Thousand Five Hundred Dollars (\$46,500.00) (“**MDOT SHA FUNDING**”).
- E.** The maximum amount of MDOT SHA FUNDING that MDOT SHA will pay the COUNTY for the PROJECT are as follows:

MDOT SHA Office of Environmental Design (“**OED**”) may pay a total amount for roadside invasive weed control not to exceed Thirty Six Thousand Dollars (\$36,000.00); and

OED may pay a total amount for wetland invasive weed control not to exceed Zero Dollars (\$0.00); and

MDOT SHA District 2, Chestertown Shop (“**SHOP**”) may pay a total amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00); however

The allocation of the amounts identified above may vary as directed by OED, so long as the total amount does not exceed the amount of MDOT SHA FUNDING.

- F.** When MDOT SHA Book of Standards - Category 1 for Temporary Traffic Control Typical Application requires a Truck or Trailer-Truck Mounted Attenuator (“**ATTENUATOR**”), the COUNTY shall provide at least 3 days notice to the pertinent SHOP to obtain and deploy the ATTENUATOR before beginning WEED CONTROL operations. The cost of ATTENUATOR will be borne by the SHOP.

- G. COUNTY invoices shall be sent by email to WeedBoards@mdot.maryland.gov or to other email boxes designated by MDOT SHA. In addition to email, paper invoices may be sent by postal mail to:

LPD Technical Resources Team
Office of Environmental Design

If the terms of this PTA meet with your approval.

1. Please sign the two (2) original PTAs where indicated.
2. Scan and send a copy of the signed PTA to dedwards4@mdot.maryland.gov, SHAAgreementsTeam@mdot.maryland.gov, and to WeedBoards@mdot.maryland.gov.
3. Send one (1) signed original of the signed PTA by postal mail to:

Dale Edwards, Chief
Agreements Division
Office of Procurement & Contract Management
MDOT State Highway Administration
707 North Calvert Street Mailstop C-405
Baltimore, MD 21202

4. The other signed PTA is to be retained by the COUNTY for its use and information.

(Signature Pages Follow)

PROJECT TASK NUMBER KE-002

AUTHORIZATION SIGNATURES:

**MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Sonal Ram, P.E. Date
Director
Office of Environmental Design

Witness

Approved as to Fund Availability:

Verification that Individual Task Proposal
is consistent with MASTER MOU:

William Bertrand
Director
Office of Finance

Dale Edwards, Chief
Agreements Division

ATTEST:

KENT COUNTY, MARYLAND

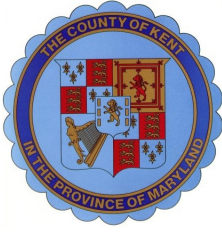
WITNESS:



08/09/22

BY: 

P. Thomas Mason
Kent County Administrator



Dr. Karen M. Couch, Superintendent, Kent County Public Schools
8/9/2022
County Commissioners Meeting

Item Summary:

Blueprint Implementation Coordinator and Implementation Action Plan

ATTACHMENTS:

Description

08.09.22 Kent County Public School, Request for Approval to Hire Thomas Porter as the Blueprint Implementation Coordinator

08.09.22 KCPS Blueprint Implementation Action Plan



Kent County Board of Education

Growing a Community of Leaders

*Dr. Karen M. Couch
Office of the Superintendent*

Date: July 20, 2022
To: Board of Commissioners
From: Dr. Karen M. Couch, Superintendent
Re: Blueprint Implementation Coordinator

Purpose

The KCPS administration is requesting approval for the appointment of Thomas Porter as the KCPS Blueprint Implementation Coordinator.

Summary

HB 1300 requires the County to approve the appointment of the Blueprint Implementation Coordinator.

Action

The administration recommends approval of Thomas Porter as the KCPS Blueprint Coordinator.

KCPS Blueprint Implementation Action Plan

Last Revised August 3, 2022

[July 2022](#)
 [August 2022](#)
 [September 2022](#)
 [October 2022](#)
 [November 2022](#)
 [December 2022](#)
 [January 2023](#)
 [February 2023](#)
 [March 2023](#)
 [April 2023](#)
 [May 2023](#)

Mandatory Reporting
Blueprint Meeting with MSDE
Blueprint Policy Area Committee Meetings
KCPS Board of Ed Meetings
Blueprint Implementation Plan

July 2022			
Action Item	Description	Deadline	Personnel Included
Blueprint Policy Area Committees Planning	Blueprint Coordinator establishes number and criteria for Blueprint Policy Area Committees.	By July 20	Porter
Blueprint Policy Area Chair Meeting	Blueprint Coordinator meets with Keen, Hushion, Buckel & Williams, and Jachimowicz to share information, set goals, and establish deadline for assembling committees	On July 27 Assemble committees by September 6	Porter, Keen, Hushion, Buckel, Williams, Jachimowicz
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	July 27	Porter
2021-2022 Tutoring Services Reporting Meeting <i>(5 weeks until deadline)</i>	Preliminary meeting with Jachimowicz to review requirements for mandated tutoring services report (due Sept. 1); review data; identify missing data; establish deadlines	On July 28	Porter, Jachimowicz, Others tasked with administering or monitoring tutoring

August 2022			
Action Item	Description	Deadline	Personnel Included
2021-2022 Tutoring Services Reporting Check-In / First Draft Due <i>(3 weeks until deadline)</i>	Follow up meeting with Jachimowicz to review draft of 2021-2022 Tutoring Services Report; identify missing data; establish deadlines for revisions to report	August 10	Porter, Jachimowicz, Williams
9th grade on track to graduate report meeting <i>(3 weeks until deadline)</i>	Preliminary meeting with leadership to review reporting requirements and request information/data	August 11	Porter, Leadership
Establish dates for Committee Meetings	In coordination with Policy Area Chairs, decide meeting dates, and share out	August 18	Porter, Keen, Hushion, Buckel, Jachimowicz
2021-2022 Tutoring Services Reporting Check-In / Revised Draft Due <i>(1.5 weeks until deadline)</i>	Final meeting with Jachimowicz to review draft of 2021-2022 Tutoring Services Report; identify missing data; establish deadlines for revisions to report	August 22	Porter, Jachimowicz, Williams
Develop presentation to share with Board	Decide on content and scale of presentation; develop and submit to leadership for approval	By August 22	Porter
Draft 9th grade on track to graduate report <i>(1 week until deadline)</i>	Final meeting to prepare draft of required report on credit accumulation and number of semester core course failures during the first year of high school for students completing the 9th grade year in 2021-2022; Share with leadership for final revisions	August 24	Porter
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	August 24	Porter
KCPS Board of Education Presentation	Provide high level overview to the Board on requirements of Blueprint by Policy Area, important dates for reporting & implementation	August 29	Porter, BOE

September 2022			
Action Item	Description	Deadline	Personnel Included
Review MSDE criteria for approval or disapproval of LSS Implementation Plans	MSDE releases criteria for approving or disapproving LSS Implementation Plans	September 1	Porter
7-203.5 (c) Report on students in 9th grade on track	Report due to MSDE on credit accumulation and number of semester core course failures during the first year of high school for students completing the 9th grade year in 2021-2022	September 1	Porter
Ch. 36 of the Acts of 2021, Section 4 (d) Report on Tutoring during 2021-2022 SY	Report due on how many students were served, grade levels, subject areas, method for identifying students, budget and expenditures, models of tutoring (pupil to tutor ratio, frequency, amount of time, number of sessions), data on outcomes disaggregated by race, ethnicity, gender, disability status, EL status, socioeconomic status)	September 1	Porter
Email reminder to Blueprint Policy Area Chairs for Committee formation	Send email to Keen, Hushion, Buckel, and Jachimowicz to form committees as per requirements of July 27 meeting	September 1	Porter
Blueprint Policy Area Committees Finalized	Confirm Blueprint Policy Area Committees are formed to meet criteria established in July 27 meeting	By September 6	Porter, Keen, Hushion, Buckle, Jachimowicz
Preliminary Meeting on Report on use of federal funding to address impacts of Covid-19 and state funding to implement Blueprint	Preliminary meeting to review requirements for mandated federal and state funding for Covid-19 relief and Blueprint Implementation report (due Dec. 1); review data; identify missing data; establish deadlines	September 7	

<i>(12 weeks until deadline)</i>	Report on the county board's use of federal funding that was received to address the effects of the COVID-19 pandemic on education and State funding received to implement the Blueprint for Maryland's Future, including a description of the amount of funding spent on student instruction		
Preliminary Meeting on Report on Summer School Programming for Summer 2022 <i>(15 weeks until deadline)</i>	Preliminary meeting to review requirements for mandated Summer School report (due January 1); review data; identify missing data; establish deadlines Report due on Summer School Programming for Summer 2022 to include: (1) how many students were served; (2) the structure of the program, including the number of hours provided each day, method of delivery, and the partnerships established to enhance the summer school program; (3) the method used to identify students with the greatest learning loss; (4) the budget and expenditures for the program; and (5) the outcomes of the program for students, including academic progress and other outcomes	September 16	
Convene Early Childhood Education Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Keen, Committee
Convene High Quality and Diverse Teachers and Leaders Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Hushion, Committee
Expansion of Behavioral Health Service Availability Report Meeting	Preliminary meeting to review requirements of mandatory reporting; gather required data and information; assign roles and responsibilities;	September 20	

<i>(6 weeks until deadline)</i>	set deadlines Each school system shall develop a plan to (1) enhance and expand school behavioral health services; (2) ensure that schools without a school based health center will organize plans to connect all students to community-based services as needed		
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	September 28	Porter

October 2022			
Action Item	Description	Deadline	Personnel Included
Expansion of Behavioral Health Service Availability Report Check-In <i>(3 weeks until deadline)</i>	Follow up meeting to assess project progress; gather missing data and information; set goals and responsibilities	October 11	
Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval, begin planning the creation of the KCPS Blueprint Implementation Plan	October 15	
7-1A-08 Report on eligible public and private pre-K providers, student participation, kindergarten readiness, etc <i>(7 weeks until deadline)</i>	Preliminary meeting to review requirements for mandated pre-K report (due Dec. 1); review data; identify missing data; identify roles and responsibilities; establish deadlines	October 17	
Follow up meeting on Report on use of federal funding to address impacts of Covid-19 and state funding to implement Blueprint Due <i>(6 weeks until deadline)</i>	Follow up meeting to review requirements for mandated federal and state funding for Covid-19 relief and Blueprint Implementation report (due Dec. 1); review data; identify missing data; establish deadlines Report on the county board's use of federal funding that was received to address the effects of the COVID-19 pandemic on education and State funding received to implement the Blueprint for Maryland's Future, including a description of the amount of funding spent on student instruction	October 19	

Convene College and Career Ready Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Buckel, Committee
Resources to Ensure All Students Are Successful Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Jachimowicz, Committee
Expansion of Behavioral Health Service Availability Report Check-In (1 week until deadline)	Final meeting to review requirements of mandated report; gather any missing data or information; solicit final revisions	October 25	
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	October 26	Porter

November 2022			
Action Item	Description	Deadline	Personnel Included
Chapter 36 of the Acts of 2021 SECTION 7 (b) Report on Expansion of Behavioral Health Service Availability Due	Each school system shall develop a plan to (1) enhance and expand school behavioral health services; (2) ensure that schools without a school based health center will organize plans to connect all students to community-based services as needed	By November 1	
Follow up Meeting on Report on Summer School Programming for Summer 2022 (8 weeks until deadline)	Follow up meeting to review requirements for mandated Summer School report (due January 1); review data; identify missing data; establish deadlines Report on Summer School Programming for Summer 2022 to include: (1) how many students were served; (2) the structure of the program, including the number of hours provided each day, method of delivery, and the partnerships established to enhance the summer school program; (3) the method used to identify students with the greatest learning loss; (4) the budget and expenditures for the program; and (5) the outcomes of the program for students, including academic progress and other outcomes	November 4	
7-1A-08 Report on eligible public and private pre-K providers, student participation, kindergarten readiness, etc (4 weeks until deadline)	Follow up meeting to review requirements for mandated pre-K report (due Dec. 1); review draft report; identify missing data; identify roles and responsibilities; establish deadlines	November 7	

Blueprint Policy Area Chair Meeting	Blueprint Coordinator meets with Keen, Hushion, Buckel, and Jachimowicz to share information, set goals, and establish deadline for forthcoming committee meetings	By November 11	Porter, Keen, Hushion, Buckel, Williams, Jachimowicz
Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval, continue planning the creation of the KCPS Blueprint Implementation Plan	November 15	
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	November 16	Porter
Convene Early Childhood Education Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Keen, Committee
Convene High Quality and Diverse Teachers and Leaders Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Hushion, Committee
Final Meeting on Report on use of federal funding to address impacts of Covid-19 and state funding to implement Blueprint Due <i>(1.5 weeks until deadline)</i>	Final Meeting to review requirements for mandated federal and state funding for Covid-19 relief and Blueprint Implementation report (due Dec. 1); review data; identify missing data; establish final revisions	November 21	
Develop presentation to share with Board	Decide content and scale of presentation; develop presentation; submit to leadership for approval	By November 21	Porter
7-1A-08 Report on eligible public and private pre-K providers, student participation, kindergarten readiness, etc <i>(2 weeks until deadline)</i>	Final meeting to review requirements for mandated pre-K report (due Dec. 1); review draft; establish final revisions; identify roles and responsibilities; establish deadlines	November 21	

KCPS Board of Education Presentation	Focus of this presentation will be decided in conjunction with KCPS leadership	November 28	Porter, BOE
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December 2022			
Action Item	Description	Deadline	Personnel Included
Review AIB released Comprehensive Implementation Plan	AIB adopts Comprehensive Implementation Plan to include include a timeline for implementation with key milestones to be achieved by LEA	December 1	
Chapter 36 of the Acts of 2021 SECTION 3 (c) Report on use of federal funding to address impacts of Covid-19 and state funding to implement Blueprint Due (RECURRING IN 2023)	Report due on the county board's use of federal funding that was received to address the effects of the COVID–19 pandemic on education and State funding received to implement the Blueprint for Maryland's Future, including a description of the amount of funding spent on student instruction	December 1	
7-1A-08 Report on eligible public and private pre-K providers, student participation, kindergarten readiness, etc	Report due on disaggregated by eligible private and public providers 1.) number of eligible pre-K providers in county; 2.) number of eligible providers that expanded to offer programs open for pupil attendance at least 6.5 hours during each school day; 3.) MD Excels quality rating level of each; 4.) participation rate of all county 3 and 4 year olds disaggregated by age and tier; 5.) number and proportion of eligible pre-K providers that are eligible private providers; 6.) a measure of school readiness in accordance with 7-210; 7.) a demonstration that pre-K expansion gave priority to children in areas with limited access to child care, tier I children, and students with disabilities.	December 1	

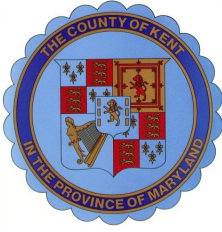
Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval and AIB guidance, begin creating the KCPS Blueprint Implementation Plan; review submission criteria; assign roles; gather data; set deadlines	December 5	
Second Meeting on Report on Summer School Programming for Summer 2022 <i>(3 weeks until deadline)</i>	Follow up meeting to review draft mandated Summer School report (due January 1); review data; identify missing data; establish final revisions	December 9	
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	December 21	Porter
Convene College and Career Ready Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Buckel, Committee
Convene Resources to Ensure All Students Are Successful Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Jachimowicz, Committee

January 2023			
Action Item	Description	Deadline	Personnel Included
Chapter 36 of the Acts of 2021 SECTION 4 (c) Report on Summer School Programming for Summer 2022	Report due on Summer School Programming for Summer 2022: (1) how many students were served; (2) structure of the program, including the number of hours provided each day, method of delivery, and the partnerships established to enhance the summer school program; (3) method used to identify students with the greatest learning loss; (4) budget and expenditures for the program; and (5) outcomes of program for students, including academic progress and other outcomes	January 1	
Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval and AIB guidance, present draft of the KCPS Blueprint Implementation Plan; establish revisions; gather additional data and information; assign roles; set deadlines	January 9	
Convene Early Childhood Education Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Keen, Committee
Convene High Quality and Diverse Teachers and Leaders Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Hushion, Committee
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	January 25	Porter

Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval and AIB guidance, present second draft of the KCPS Blueprint Implementation Plan; establish revisions; gather additional data and information; assign roles; set deadlines	January 30	
February 2023			
Action Item	Description	Deadline	Personnel Included
Develop presentation to share with Board	Decide on content and scale of presentation; develop presentation and submit to leadership for approval	By February 21	Porter
Convene College and Career Ready Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Buckel, ECE Committee
Convene Resources to Ensure All Students Are Successful Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Jachimowicz, Committee
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	February 22	Porter
KCPS Board of Education Presentation	Focus of this presentation will be decided in conjunction with KCPS leadership	February 27	Porter, BOE
Blueprint Implementation Plan Workgroup Meeting	Using MSDE criteria for approval or disapproval and AIB guidance, finalize the KCPS Blueprint Implementation Plan for submission	February 28	

March 2023			
Action Item	Description	Deadline	Personnel Included
LSS Blueprint Implementation Plan Due	Plan will be developed based upon criteria from MSDE (Sep. 1, 2022) and guidelines from AIB (Dec. 1, 2022)	March 15	
Convene Early Childhood Education Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Keen, Committee
Convene High Quality and Diverse Teachers and Leaders Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Hushion, Committee
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	March 22	Porter
April 2023			
Action Item	Description	Deadline	Personnel Included
Develop presentation to share with Board	Decide on content and scale of presentation; develop presentation and submit to leadership for approval	By April 11	Porter
Convene College and Career Ready Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Buckel, Committee
Convene Resources To Ensure All Students Are Successful Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Jachimowicz, Committee
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	April 26	Porter

May 2023			
Action Item	Description	Deadline	Personnel Included
Develop presentation to share with Board	Decide on content and scale of presentation; develop presentation and submit to leadership for approval	By May 15	Porter
Convene Early Childhood Education Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Keen, Committee
Convene High Quality and Diverse Teachers and Leaders Committee	Review Blueprint requirements; solicit input; set goals and responsibilities	Date TBD by Policy Area Chair	Porter, Hushion, Committee
KCPS Board of Education Presentation	Focus of this presentation will be decided in conjunction with KCPS leadership	May 22 <i>May change depending on date selected by BOE</i>	Porter, BOE
Blueprint Meeting with MSDE	Blueprint meeting with Office of Strategic Planning and Continuous Improvement	May 24	Porter



Kent Soil and Water Conservation District

8/9/2022

County Commissioners Meeting

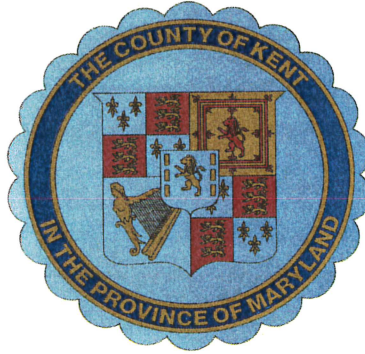
Item Summary:

William A. "Cody" Clark, Jr., 2021 Cooperator of the Year

ATTACHMENTS:

Description

08.09.22 William A. (Cody) Clark, Jr., Kent Soil and Water Conservation District 2021 Cooperator of the Year Certificate of Recognition



Certificate of Recognition

This is to certify that

William A. "Cody" Clark, Jr.

is hereby recognized

as the 2021 Kent Soil and Water Conservation District Cooperator of the Year. The Kent Soil and Water Conservation District grants this honor to a producer or landowner who has gone above and beyond to improve conservation on their farm. This year, the hard work of The Clark Family of Goose Haven Farm has earned this achievement. Kent County hereby recognizes the conservation practices and good stewardship of soil and natural resources by Cody Clark and his family. We, the County Commissioners of Kent County, Maryland are proud to recognize your efforts and dedication of conservation in the farming community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

August 9, 2022



**Jamie Williams, Director, Economic and Tourism Development and
Susan O'Neill, Executive Director, Upper Shore Regional Council**

8/9/2022

County Commissioners Meeting

Item Summary:

Rural Maryland Economic Development Fund

ATTACHMENTS:

Description



Wayne Darrell, Director, Emergency Services
8/9/2022
County Commissioners Meeting

ATTACHMENTS:

Description

Motorola SUA

Motorola annual maint



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-1694982
Contract Number: USC000006855
Contract Modifier: R11-MAR-22 21:01:15

Date: 05/11/2022

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. :

Customer # : 1011904811

Bill to Tag # :

Contract Start Date : 01-Jul-2022

Contract End Date : 30-Jun-2023

Anniversary Day : Jun 30th

Payment Cycle : ANNUALLY

PO # :

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	\$2,920.54
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,920.54
		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

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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

☒ Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

☒ Does Not Apply

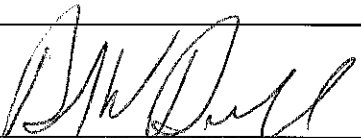
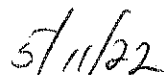
☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

☒ Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

		
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE


CUSTOMER (PRINT NAME)

	Customer Support Manager	05/11/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

Danielle Davis	757-707-5050
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : KENT COUNTY COMMISSIONERS
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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.



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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.



SERVICE AGREEMENT

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

Quote Number : QUOTE-1694982
Contract Number: USC000006855
Contract Modifier: R11-MAR-22 21:01:15

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 Oct 09, 2021



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230369796	Transaction Date 01-JUN-2022	Transaction Total 35,046.43 USD	
P.O. Number		P.O. Date	Customer Account No 1011904811
Payment Terms Net Due in 30 Days			Payment Due Date 01-JUL-2022
Bill To Address KENT COUNTY COMMISSIONERS ATTN: Accounts Payable 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States		Ship To Address KENT COUNTY COMMISSIONERS 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States	
IMPORTANT INFORMATION Service From 01-JUL-2022 Service To 30-JUN-2023 Sales Order(s): USC000006855-R11-MAR-22 21:01:15 For all invoice payment inquiries contact SLT3AR@motorolasolutions.com Telephone: 800-247-2346 Fax: +1(631)883-4238			
SPECIAL INSTRUCTIONS / COMMENTS General Comment: Regular Invoice			
Total Tax MD 0.00		USD Subtotal USD Total Tax USD Total USD Amount Due	35,046.43 0.00 35,046.43 35,046.43

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230369796	Customer Account No 1011904811	Payment Due Date 01-JUL-2022	Transaction Total 35,046.43 USD	Amount Paid
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

KENT COUNTY COMMISSIONERS
ATTN: Accounts Payable
104 VICKERS DR UNIT D
CHESTERTOWN MD 21620
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



MOTOROLA SOLUTIONS

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

SERVICE AGREEMENT

Quote Number : QUOTE-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

Date: 05/11/2022

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.:

Customer #: 1011904811

Bill to Tag #:

Contract Start Date: 01-Jul-2022

Contract End Date: 30-Jun-2023

Anniversary Day: Jun 30th

Payment Cycle: IMMEDIATE

PO #:

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$12,858.99
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$2,373.78
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$1,755.49
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$2,282.32
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,316.13
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$4,966.26
	SVC04SVC0016C	SUS	\$4,373.83
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$658.05
		Subtotal - Recurring Services	\$2,548.74
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,548.74
		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-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

☒ Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

☒ Does Not Apply

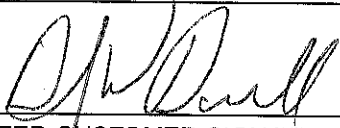
☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

☒ Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.


AUTHORIZED CUSTOMER SIGNATURE


TITLE


DATE


CUSTOMER (PRINT NAME)


MOTOROLA REPRESENTATIVE(SIGNATURE)

CUSTOMER SUPPORT MANAGER
TITLE

05/11/2022
DATE

Danielle Davis

757-707-5050

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : KENT COUNTY COMMISSIONERS
Contract Number : USC000005995
Contract Modifier : R11-MAR-22 20:50:23
Contract Start Date : 01-Jul-2022
Contract End Date : 30-Jun-2023



SERVICE AGREEMENT

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

Quote Number : QUOTE-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

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.



SERVICE AGREEMENT

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

Quote Number : QUOTE-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

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
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

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.

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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

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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.



SERVICE AGREEMENT

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

Quote Number : QUOTE-1695018
Contract Number: USC000005995
Contract Modifier: R11-MAR-22 20:50:23

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.

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Revised Oct 09, 2021



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230368501	Transaction Date 20-MAY-2022	Transaction Total 30,584.85 USD
P.O. Number	P.O. Date	Customer Account No 1011904811
Payment Terms Net Due In 30 Days	Payment Due Date 19-JUN-2022	
Bill To Address KENT COUNTY COMMISSIONERS ATTN: Accounts Payable 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States	Ship To Address KENT COUNTY COMMISSIONERS 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Service From
01-JUL-2022
Service To
30-JUN-2023

For all invoice payment inquiries contact
SLT3AR@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): USC000005995-R11-MAR-22 20:50:23

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax MD 0.00

USD Subtotal	30,584.85
USD Total Tax	0.00
USD Total	30,584.85
USD Amount Due	30,584.85

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230368501	Customer Account No 1011904811	Payment Due Date 19-JUN-2022	Transaction Total 30,584.85 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

KENT COUNTY COMMISSIONERS
ATTN: Accounts Payable
104 VICKERS DR UNIT D
CHESTERTOWN MD 21620
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Wayne Darrell, Director, Emergency Services
8/9/2022
County Commissioners Meeting

Item Summary:

Memorandum of Understanding with Maryland State Highway Administration for Radio Tower Use

ATTACHMENTS:

Description

08.09.22 Memorandum of Understanding, Co-Location of Equipment on Communications Infrastructure, Between Maryland Department of Transportation, State Highway Administration and Kent County

MEMORANDUM OF UNDERSTANDING
for
CO-LOCATION OF EQUIPMENT ON COMMUNICATIONS INFRASTRUCTURE
by and between
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
and
KENT COUNTY, MARYLAND

This Memorandum of Understanding ("MOU") is executed in duplicate, made effective this ____ day of _____, 2022 ("**Effective Date**") by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as "**MDOT SHA**" and the Board of County Commissioners for Kent County, Maryland, hereinafter referred to as "**the COUNTY**." Collectively referred to as "**the Parties**" and individually sometimes as "**the Party**."

W I T N E S S E T H

WHEREAS, MDOT SHA owns on behalf of the State of Maryland certain real property located in Kent County, Maryland, at the Maryland Department of Transportation State Highway Administration Chestertown (617 Morgnec Road, Chestertown MD. 21620) and Massey (12200 Galena Road, Galena MD. 21635) Telecommunications Towers Sites, as set forth in this MOU; and

WHEREAS, the existing COUNTY communications system is inadequate in radio coverage to support the public safety and other governmental wireless communications requirements of the COUNTY; and

WHEREAS, the COUNTY has requested and MDOT SHA has agreed, to allow the COUNTY to co-locate new radio system equipment, along with the COUNTY's existing radio system equipment, the locations of which are shown on **Exhibit 'A'** for the Chestertown tower site and **Exhibit 'B'** for the Massey tower site, in the MDOT SHA Communications Shelters and utilize the MDOT SHA Chestertown and Massey Tower structures ("**TOWERS**"), telecommunications tower facilities, and equipment buildings, (collectively "**TOWER SITES**"); and

WHEREAS, MDOT SHA shall provide space for the COUNTY on the TOWER SITES so the Parties may install, operate, own, and/or maintain a telecommunications transmission system for their public safety and other governmental communications; and

WHEREAS, sharing the TOWER SITES will serve the public interest by enhancing public safety communications, minimizing costs, reducing the number of towers required, and

minimizing the visual impact of communications' support structures on existing and future communities; and

WHEREAS, The Parties desire an MOU to establish the terms and conditions for the non-exclusive use, including operation and maintenance, of the TOWER SITES for existing and new equipment co-location and the use of the MDOT SHA Communications Shelters.

NOW, THEREFORE, BE IT RESOLVED that the Parties enter into this MOU defining the duties and responsibilities of each in the planning, development, and usage, including operation and maintenance, of the TOWER SITES and to improve and enhance the public safety communications for the citizens of the State of Maryland and the COUNTY and for other good and valuable consideration, MDOT SHA and the COUNTY promise and agree as follows:

I. PROJECT DESCRIPTION

The Parties have existing communication system equipment located in the COUNTY. MDOT SHA controls and operates the subject TOWER SITES and has a statewide radio communications system that operates in the 700 MHz frequency band as provided in 47 CFR §90.529(c). In addition to the existing equipment currently owned by the County and located on the TOWER SITES, the COUNTY desires to install new public safety antenna systems on the TOWER SITES and co-locate new radio equipment in the MDOT SHA Communications Shelters. Combining MDOT SHA and the COUNTY public safety systems and facilities will support future communications initiatives, reduce duplication of systems and services, reduce inventory and service costs, and enhance the reliability of public safety communications systems supporting first responders.

II. SPECIAL CONDITIONS

As to the TOWER SITES, the Parties agree as follows:

- A. The COUNTY will implement MDOT SHA-approved modifications to the TOWER SITES in order to provide necessary structural additions to accommodate the increased load of the COUNTY antenna systems. Modifications will be implemented in accordance with Telecommunications Industry Association ANSI/TIA 222 Rev H Risk Category III specifications. All funding for the above-mentioned modifications will be the sole responsibility of the COUNTY. The amount will be determined by the supplemental Letter of Agreement as an amendment to this MOU.
- B. The COUNTY has the following existing equipment at the TOWER SITES:
 - a. At the Chestertown tower site, Three (3) racks, Twelve (12) antennas, and Two (2) dishes, the location of which are shown on **Exhibit 'A'**.
 - b. At the Massey tower site, Four (4) antennas, the location of which are shown on **Exhibit 'B'**.

- C. Prior to the COUNTY installing any new antenna systems to the TOWERS, the COUNTY shall first submit an application to and receive approval from the Maryland State Interoperability Executive Committee, Practitioner Steering Committee, and the Tower Technical Committee.
- D. Prior to co-locating new radio system equipment in the MDOT SHA Communications Shelters, the COUNTY will follow the procedures as provided in Section II.C. of this MOU.

III. PROJECT MANAGEMENT AND NOTICES

- A. The Parties shall designate representatives for the activities of the TOWER SITES ("Project Representative") who will have full authority to act on behalf of the Parties to this MOU. Whenever the approval of MDOT SHA or the COUNTY is required under this MOU, written approval will not be unreasonably withheld or delayed.
- B. All written notifications shall be provided to each Party's Project Representative. The notification list may be amended from time to time.
- C. Notices

Notification list and designated representatives
MDOT State Highway Administration:

Willy Gayle
Assistant Division Chief
SHA OTMO ITS Division
5901 Baltimore National Pike
Catonsville, MD 21228
Phone: 410-455-8340
E-mail: wgayle@mdot.maryland.gov

Board of County Commissioners for Kent County:
Wayne Darrell
Director
Kent County Office of Emergency Services
104 Vickers Drive, Unit D,
Chestertown, Maryland 21620
Phone: 410-778-7458
Email: wdarrell@kentgov.org

IV. COUNTY ACCESS

In addition to the provisions provided in Section II of this MOU, prior to the installation or co-location of new equipment after this MOU's Effective Date, the COUNTY shall have

obtained from MDOT SHA's District 2 Utility Engineer, Utility Permits (the "**Utility Permits**") for such installation and co-location activities which shall not be unreasonably denied. After obtaining the Utility Permits, the COUNTY may access the TOWER SITES only after advising the MDOT SHA project representative, provided in Section IV.C. of this MOU, via email at SHAradioshop@mdot.maryland.gov of their intent to install the new equipment within the TOWER SITES by using MDOT SHA gated access to the TOWER SITES according to MDOT SHA's Utility Permit requirements.

The COUNTY will coordinate access to the TOWER SITES for maintenance with the MDOT SHA project representative, provided in Section IV.C. of this MOU, via email at SHAradioshop@mdot.maryland.gov. Access for maintenance shall be subject to such requirements and restrictions as the MDOT SHA project representative may impose from time to time. Generally, the COUNTY may enter the TOWER SITES only after forty-eight (48) hours of advance notice to the MDOT SHA project representative. However, in case of emergency only, the COUNTY may access and enter the TOWER SITES by providing notification, via email at SHAradioshop@mdot.maryland.gov, as early as reasonably possible to the MDOT SHA project representative. Contractors for the COUNTY must be escorted by COUNTY personnel at all times when performing work at the TOWER SITE.

V. USE OF TOWER SITES

- A. Each Party hereto shall comply with any law, statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other directional requirement (including, without limitation, any of the foregoing that relates to environmental standards or controls) of any governmental authority ("Legal Requirements") applicable to each Party's obligations hereunder, including, without limitation, laws governing the transmission or operation of radio communications systems and related equipment, environmental laws, and regulations, including regulations of the Occupational Safety and Health Administration, Federal Aviation Administration, and Federal Communications Commission. MDOT SHA agrees, at the COUNTY's cost and expense, to exercise reasonable efforts to cooperate in the COUNTY's efforts to comply with the Legal Requirements necessary for the COUNTY's use of the TOWER SITES.
- B. All installations by the COUNTY shall meet the applicable Motorola R-56 standards. Each Party shall cooperate with the other Party to obtain any permits or other approvals necessary to meet the applicable standards set forth herein. Notwithstanding the foregoing, the non-requesting Party shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation that it is not legally obligated to undertake.
- C. MDOT SHA shall be solely responsible for maintaining the TOWER SITES, including the TOWERS marking and lighting, the grounding system and other appurtenances, and keeping the TOWER SITES in good order and repair and in material compliance with all applicable Legal Requirements, including without limitation, 47 CFR §17, and any other rules and regulations of the Federal

Communication Commission, as well as applicable Federal Aviation Administration regulations and permits.

- D. The COUNTY will operate and maintain its antennas and radio equipment at the TOWER SITES, including modifications and improvements of the TOWER SITES, consistent with the terms and conditions of this MOU.
- E. MDOT SHA may authorize other parties (USER) to co-locate on the TOWER SITES at its discretion.
- F. Any TOWERS and equipment shelters erected on the TOWER SITES shall be constructed, installed, and maintained in accordance with all applicable statutes, ordinances, regulations, and industry standards. The COUNTY shall not interfere in any manner with the business, use, or operation of MDOT SHA or any other USER.
- G. The COUNTY shall be responsible for its equipment and antenna installations, maintenance, modifications, and antenna removals according to industry engineering standards. If the COUNTY fails to comply with the terms of use for the TOWER SITES or with any other provisions of this MOU, MDOT SHA will notify the COUNTY in writing, which will provide the COUNTY a minimum of thirty (30) days to cure such non-compliance, except in an emergency situation. The COUNTY agrees, at its sole cost, to perform corrective actions related to use at the TOWER SITES. If MDOT SHA is not satisfied with the COUNTY'S corrective actions or the COUNTY fails to do the corrective actions, MDOT SHA may remove the equipment, and the COUNTY shall be responsible for all removal costs.
- H. Any use by the COUNTY of the TOWER SITES shall be for the sole purpose of supporting public safety and governmental communications for MDOT SHA or the COUNTY.
- I. The COUNTY shall not assign or sell any rights under this MOU to any third party.
- J. The COUNTY, pursuant to this MOU, shall provide in writing to MDOT SHA the name, address, and twenty-four (24) hour telephone contact number of a person or business responsible for the maintenance of its installed electronic equipment and shall update the information as needed.
- K. Each Party shall be solely responsible for all maintenance, repairs, and replacements with respect to its radio, fiber, microwave equipment, antenna, wave guide, coaxial cable, etc., and appurtenances in accordance with this MOU.
- L. Each Party shall be solely responsible for all fees, utility costs, and expenses assessed upon its equipment or used by that Party unless otherwise specified in other sections of this MOU.

VI. SPECIAL CONDITIONS

- A. As to the TOWER SITES, the Parties agree as follows:
 - a. MDOT SHA shall coordinate a process to refuel the State-owned propane tanks. The Parties shall each be responsible for fifty percent (50%) of the payment of fuel. MDOT SHA shall be primarily responsible for repair, maintenance and fuel costs and shall forward an invoice to the COUNTY at the end of each fiscal year for the payment of the COUNTY's proportionate costs.
 - b. MDOT SHA shall coordinate the processing of the electrical bills. The COUNTY shall be responsible for twenty-five percent (25%) of the payment of the electrical bills. MDOT SHA shall forward an invoice to the COUNTY at the end of each fiscal year for payment of the COUNTY's proportionate costs.
- B. Within thirty (30) days of the COUNTY's receipt of either invoice provided in Sections IV., Subsection A., above, the COUNTY shall remit payment to MDOT SHA equal to all undisputed amounts of the invoice. In the event the COUNTY disputes the amount or quantities included in the invoice, the COUNTY shall provide written documentation indicating the disputed items within thirty (30) days of receipt of the invoice. MDOT SHA shall submit supporting documentation for such invoice to the COUNTY. Should the COUNTY request additional documentation, MDOT SHA shall provide the COUNTY with the requested documentation as long as it is a reasonable request from the COUNTY and the documentation is readily available to MDOT SHA.
- C. In the event the COUNTY does not make timely payments of invoices submitted by MDOT SHA, MDOT SHA may, upon thirty (30) days prior written notice to the COUNTY, make a deduction from the COUNTY's share of Highway User Revenue as defined in §8-401 of the Transportation Article of the Annotated Code of Maryland equal to the overdue invoice amounts.

VII. TERM AND TERMINATION

- A. Upon the execution of this MOU by the Parties, the term for this MOU shall commence, which is the effective date on page one (1) of this MOU and shall terminate twenty (20) years thereafter. Notwithstanding the foregoing, however, this MOU may be renewed as agreed to in writing by the Parties.
- B. If the COUNTY wishes to renew this MOU for an additional period of two (2) years, notification, in writing, must be sent to MDOT SHA two (2) years prior to the expiration of this MOU.
- C. In the event the COUNTY desires to terminate this MOU prior to the expiration of the MOU's term, the COUNTY shall provide MDOT SHA a thirty (30) day advance notification of their intent to remove the COUNTY equipment from the TOWER and TOWER SITE and notify MDOT SHA that all invoices sent to the COUNTY by MDOT SHA have been resolved in accordance with the terms of

Section VI., above. Upon the thirty (30) day advance notification's expiration, MDOT SHA shall inspect the TOWER and TOWER SITE within thirty (30) days to confirm the COUNTY equipment was removed from the TOWER and TOWER SITE. If MDOT SHA confirms all of the COUNTY's equipment has been removed and verifies all invoices have been resolved in accordance with the terms of Section VI., above, MDOT SHA shall issue a letter to the COUNTY within thirty (30) days indicating that this MOU is terminated as of the date of the letter.

VIII. INTERFERENCE

- A. This information is provided as an illustration of the other USER's requirements. Other USERS are not a party to this MOU. A proposed new USER entity shall be required to perform Radio Frequency (RF) Intermodulation and/or Interference Studies and structural analysis (collectively, the "Studies") and to submit the results of the Studies to MDOT SHA promptly upon completion. Qualified professionals shall write results of the Studies in a manner that expressly permits MDOT SHA to rely on the findings and conclusions of such Studies and analyses and must be provided before installing its equipment in or on the TOWER SITES. If the COUNTY has reasonable grounds to believe that the USER's newly installed or proposed equipment will cause interference with that of the COUNTY or creates frequency interference, then the USER'S co-location application may be rejected by MDOT SHA, in its sole discretion, unless the proposed new USER develops a remediation plan, that is approved by MDOT SHA.
- B. In the event the COUNTY experiences interference by a USER at the TOWER SITES, the COUNTY shall notify the USER of such interference and provide a copy of the said notice to MDOT SHA. MDOT SHA shall require all operations of said USER to cease immediately if the alleged interference is compromising public safety, except for monitored transmissions to execute immediate repairs. If said interference is not compromising public safety, then the interfering USER must eliminate the interference source within fifteen (15) days from the date of the initial complaint. If the USER fails to do so, MDOT SHA shall require the interfering USER to cease all interfering operations immediately and permanently from the TOWER SITES. If either Party experiences future interference by a USER due to a USER changing its existing equipment or future equipment, the interfering USER must eliminate the interference, as stated above.

IX. INDEMNIFICATION AND INSURANCE

- A. Except for the gross negligence or willful misconduct of a USER or Party, no USER or Party shall be responsible or liable to any other USER or Party for any loss or damage arising from any claim attributable to any acts or omissions of another USER or Party occupying the TOWER SITES, nor for vandalism or any structural or power failures or destruction or damage to the TOWER SITES. Notwithstanding anything to the contrary in this MOU, MDOT SHA and the COUNTY each hereby

waive the right to recover consequential damages (including lost profits), punitive, exemplary, and similar damages from the other Party to this MOU.

- B. The COUNTY shall indemnify MDOT SHA to the extent required by MDOT SHA's Utility Manual.
- C. Nothing in this MOU shall constitute a waiver of any immunity to which either the State or the COUNTY is entitled.

X. RELOCATION

- A. Currently, there are no known foreseeable issues that would require the COUNTY to relocate to other TOWER SITES. If, however, relocation is required in the future, the Parties, including any USER that is interested in relocating its equipment to relocated TOWER SITES, shall, at such time, meet and plan for the development and operation of comparable TOWER SITES. Each Party shall contribute financially toward the designs, plans, construction, and any other costs associated with the new TOWER SITES' construction, development, and operation. However, there shall be no obligation of the COUNTY to move to alternate TOWER SITES.
- B. If the TOWER SITES must be relocated for any reason whatsoever, and the COUNTY desires to move to alternate TOWER SITES, the COUNTY hereby agrees on behalf of itself, its respective assignees, or successors to relocate its equipment and facilities within the time frame required by MDOT SHA. If the COUNTY opts not to relocate, the equipment will be deemed abandoned at the current TOWER SITES. The COUNTY will not receive any financial compensation for the abandoned equipment. In the absence of force majeure or unforeseeable events or occurrences, MDOT SHA shall provide two (2) year notice of the aforesaid relocation.

XI. GENERAL

- A. MDOT SHA shall not be liable for any obligation, act, failure to act, or omission of the COUNTY, its employees, contractors, or assigns.
- B. The Parties hereto agree to cooperate to accomplish the terms and conditions of this MOU.
- C. This MOU shall inure to and be binding upon the Parties hereto, their agents, successors, and assigns.
- D. This MOU and the rights and liabilities of the Parties hereto shall be determined in accordance with Maryland law.
- E. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- F. All notices shall be addressed to:

if to the MDOT State Highway Administration

Willy Gayle
Assistant Division Chief
SHA OTMO ITS Division
5901 Baltimore National Pike
Catonsville, MD 21228
Phone: 410-455-8340
E-mail: wgayle@mdot.maryland.gov

with a copy to:

Agreements Division, OPCM
MDOT State Highway Administration
Mailstop C-405
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5636
Email: SHAAGreementsTeam@mdot.maryland.gov

for COUNTY:

Wayne Darrell
Director
Kent County Office of Emergency Services
104 Vickers Drive, Unit D,
Chestertown, Maryland 21620
Phone: 410-778-7458
Email: wdarrell@kentgov.org

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, each Party hereto has executed this MOU or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

WITNESS

By: _____
Teri Soos Date
Acting Deputy Administrator for Operations
– Hanover Complex

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

**APPROVED AS TO TECHNICAL
REQUIREMENTS:**

Assistant Attorney General

Jason Dicembre
Director
Office of Transportation Mobility
and Operations

RECOMMENDED FOR APPROVAL:

William J. Bertrand
Director
Office of Finance

**BOARD OF COUNTY COMMISSIONERS
FOR KENT COUNTY, MARYLAND**

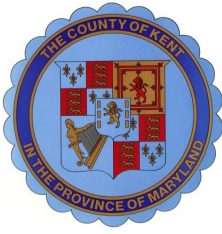
By: P. Thomas Mason
P. Thomas Mason, President
Board of County Commissioners

08/09/22
Date

Reviewed and approved as to form and legal sufficiency,

this 9th day of August, 2022

Thomas N. Yeager
Thomas Yeager
County Attorney



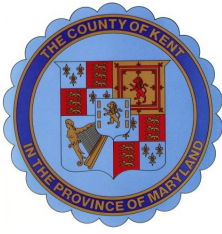
**Emergency Services
8/9/2022
County Commissioners Meeting**

Item Summary:

EMT-B Vacancy

ATTACHMENTS:

Description



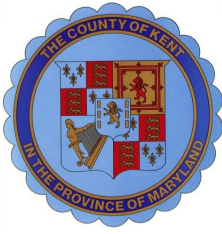
**Emergency Services
8/9/2022
County Commissioners Meeting**

Item Summary:

Paramedic Supervisor Vacancy

ATTACHMENTS:

Description



**Court House Asbestos Abatement
8/9/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

Fishers Environmental Invoice

Fishers Environmental Proposal

101-3005-419-7595

FISHERS ENVIRONMENTAL, LLC**INVOICE**

809 Maryland Avenue
Delmar, Maryland 21875

443-359-5192

**CUSTOMER:**

Kent County Public Works
709 Morgnec Road - Suite 1
Chestertown, MD 21620

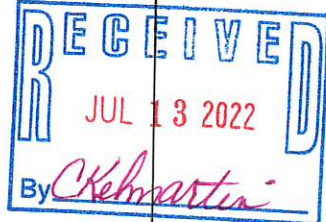
INVOICE NUMBER 22-151
INVOICE DATE July 13, 2022
YOUR ORDER NO.
PROJECT MANAGER Steve Schertz
TERMS Due upon receipt
JOB NUMBER 21-0146-001

JOB NAME / LOCATION

103 N. Cross Street ACM Removal
Clerk of Court Offices
Chestertown, MD

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Part #2 balance	9,353.00	\$9,353.00
	Change order 7-12-22 / pipe insulation - glovebags	1,938.00	1,938.00
			
		BALANCE DUE	11,291.00
		TAX	
		SHIPPING	
			\$11,291.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Lionel Fisher
443-359-5192
lionel@fishersenvironmental.com

MAKE ALL CHECKS PAYABLE TO:

Fishers Environmental, LLC
809 Maryland Avenue
Delmar, MD 21875

THANK YOU FOR YOUR BUSINESS!



FISHERS ENVIRONMENTAL, LLC
809 MARYLAND AVENUE
DELMAR, MD 21875
PH. 443-359-5192
FAX 443-359-5747

September 30, 2021

Mr. Jim Wright
709 Morgnec Road
Chestertown, MD 21620
Via Email: jwright@kentgov.org

Re: Clerk of the Court Office Areas – 103 N. Cross Street Chestertown, MD 21620

Dear Jim:

Please accept this as a proposal for the above referenced project. Scope of work for this Asbestos Abatement was determined by our site visit, discussions & your sketch; and is as follows:

- The Specific work areas consists of either side of Hallway inside the Court House, which is the Clerk of the Courts Offices. (North - N & South - S)
- These areas will be completed in two (2) phases. During walkthrough it was determined to start on the South side Office areas first, and the North side would be complete second.
- Set up two (2) full containment separating these specific work areas from rest of the Building. Each Phase will have their own containments separating itself from the rest of building.
- Remove & Dispose of all the carpeting from each phase only during each phase period.
- Remove & Dispose of the asbestos tile & asbestos mastic from each phase only during each phase period down to the cement subfloor.
- The chemical used for the mastic removal will leave a slight stain on the cement, however all asbestos will be gone.
- Phase #1, the South side offices also include the demolition of both the temporary dividing wall in the west most offices and the wooden flooring under the carpeting, as was requested.
- Industrial Hygienist included for final visual and air clearances; this will take approximately 2 days. One for the testing and one for the lab testing. We will then be able to come in on the third day to do our teardown and removal of our equipment.

Phase #1 (South Side Offices) Contract Price \$ 12,567.00

Phase #2 (North Side Offices) Contract Price \$ 12,373.00

Combined total of both Phases \$ 24,940.00

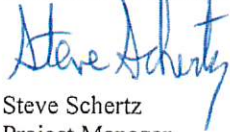
It is Fishers understanding that:

- All the loose personal items, office furniture, shelves, bookcases, and computer equipment will be moved out of our way so that the rooms we are working in will be completely empty.
- Power & Water will be available to us during the Project.
- Our Negative Air Machines (Air Scrubbers) are required to be running 24/7 while our work is being performed.
- No put back is included in our proposal.

All work shall be performed in accordance with all Federal, State, and local regulations. Labor, materials, equipment, and normal disposal are included in the contract price. "Our proposal is conditioned upon 1) agreement by contract which shall include signing this proposal, 2) reaching mutually agreeable contract terms with both our customer and vendors, 3) the scope of work and site conditions as we understand them at time of bid, and 4) the cost and availability of resources remaining consistent from time of bid through the completion of the project. Our proposal is good for 60 days."

Payment Terms: Fishers current policy requires a 25% mobilization charge before we can start any project. We will then collect the remaining 75% at the completion of our work for each Phase. Also, we will need a signed copy of this Proposal returned and it will act as the contract between us.

Sincerely,
Fishers Environmental


Steve Schertz
Project Manager

Accepted by: _____



Date: _____





Environmental Operations Division - Budget Allocation
8/9/2022
County Commissioners Meeting

ATTACHMENTS:

Description

Chesapeake Supply Co Contract Price

Sourcewell Contract #040319-JCB



HESAPEAKE SUPPLY & EQUIPMENT COMPANY

SALES • RENTALS • SERVICE

County Commissioners of Kent Co.
709 Morgne Rd.
Chestertown, Md. 21620

Date: 7-29-2022
Ref: JCB 506- 23TC

Attn:

PROPOSAL:

AGREEMENTS: All agreements are made and all orders accepted contingent upon strikes, fires, accidents, unusual market conditions, or causes beyond our control.

DELIVERY Unless otherwise specified, the price quoted is FOB factory. All estimates are based on continuous and uninterrupted delivery of complete order unless specifications distinctly state otherwise. This proposal is automatically cancelled within thirty (30) days from date hereof.

Gentlemen:

We thank you for the opportunity of submitting this proposal. Should you have any questions, please contact the undersigned at your convenience.

We trust we may have the privilege of filling your requirements.

(1) New JCB 506-23 TC Loadall Telescopic Handler, T4F 74HP with Sway with all standard equipment and the following options:

Goodyear SGL 15.5-25 Industrial
2 Lever 1 Auxiliary EN15 Tier 4 Final
Cab Tinted Glass Included Heater, For 55KW Engine Only Tier 4 Final
Deluxe Fabric Air Suspension Seat
48 Wide Q-Fit Carriage with 2 Fork Shaft (Use L409 Load Guard
Work Lights- Front and Rear- Cab or Canopy
Rotating Beacon. Magnetic Base
Limited Slip Differential Front Axle 33KPH For 55KW
Engine Block Heater 110-120 Volt 850 Watt
Hydraulic Locking Pins for Q-Fit Carriage
Steer Column: Adjustable Tilt and Slide, Tier 4 Final
Air Conditioning 55 KW (75HP) Engine Only Tier 4 Final
Mirror-Rear, High Visibility, Convex
Face Level Fan
Radio Kit, Radio Not Included
12V Power Supply Socket
48"X4"X2" Pallet Forks
Load Guard (Use with Q-Fit Carriage)
3.0Cu Yd Bucket and Grab- 96" wide

List Price.....\$158, 817. FOB Factory.

ACCEPTED

Print _____
Signature _____

Respectfully submitted,
Chesapeake Supply And Equipment Co.
By: _____

MAILING: P.O. BOX 857 • SAVAGE, MARYLAND 20763-0857
8366 WASHINGTON BLVD. • JESSUP, MARYLAND 20794 • 410-792-4750 • FAX 410-792-2854
12915 SOUTH DUPONT HIGHWAY • FELTON, DELAWARE 19943 • 302-284-1000 • FAX 302-284-2200



HESAPEAKE SUPPLY & EQUIPMENT COMPANY

SALES • RENTALS • SERVICE

County Commissioners of Kent Co.
709 Morgnec Rd.
Chestertown, Md. 21620

Date: 7-29-2022
Ref: JCB 506- 23TC

Attn: Sourcewell Contract # 040319 - JCB

PROPOSAL:

AGREEMENTS: All agreements are made and all orders accepted contingent upon strikes, fires, accidents, unusual market conditions, or causes beyond our control.

DELIVERY Unless otherwise specified, the price quoted is FOB factory. All estimates are based on continuous and uninterrupted delivery of complete order unless specifications distinctly state otherwise. This proposal is automatically cancelled within thirty (30) days from date hereof.

Sourcewell pricing:

JCB 506-23 TC	\$158, 817.
Sourcewell Discount 20%.....	(31, 763.40)
Subtotal (contract price)	\$127,053.60
Inbound Freight.....	2,800.
Delivery.....	450.
Customer price.....	\$130, 303.60
Less trade Allowence (JCB 530).....	18,000.
Cash Difference.....	\$112, 303.60

Terms: Net 10

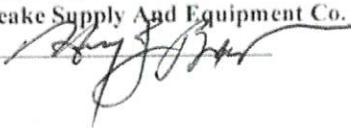
FOB: your site

Delivery: 60 days A.R.O.

ACCEPTED

Print _____
Signature _____

Respectfully submitted,
Chesapeake Supply And Equipment Co.

By: 

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: JCB, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A	N/A	N/A	

Proposer's Signature: _____

Date: _____

3-28-19**Sourcewell's clarification on exceptions listed above:**

Contract Award
RFP #040319



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: JCB, Inc

Date: March 25, 2019

Company Address: 2000 Bamford Blvd.

City: Pooler, GA

State: GA

Zip: 31322

CAGE Code/DUNS: Cage - 0JKF0 DUNS - 052 350 741

Contact Person: Scott Whitehurst

Title: Governmental Sales Manager

Authorized Signature: _____

Scott Whitehurst

(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-JCB

Proposer's full legal name: JCB Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E428BF817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-JCB

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name JCB, Inc

Authorized Signatory's Title Government Sales Manager

[Signature]
VENDOR AUTHORIZED SIGNATURE

Scott Whitehurst
(NAME PRINTED OR TYPED)

Executed on May 28, 2019

Sourcewell Contract # 040319-JCB

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: JCB Inc.

City/State/Zip: Pooler, GA

Telephone Number: 912-447-2000

E-mail Address: Scott.Whitehurst@jcb.com

Authorized Signature: _____

Authorized Name (printed): Scott Whitehurst

Title: Government Sales Manager

Date: 3-28-19

Notarized

Subscribed and sworn to before me this 28 day of March, 20 19

Notary Public in and for the County of Effingham State of GA

My commission expires: 10-26-2021

Signature: Michelle Asher



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: JCB Inc.

Questionnaire completed by: Scott Whitehurst

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Net 30 Days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
Tax-exempt Municipal lease programs are available

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

We will utilize our extensive dealer network to promote the Sourcewell contract. Our dealers will accept orders from Sourcewell members if necessary. We want our JCB dealer salesmen building relationships with the Sourcewell members. This will allow us to better understand and meet their needs. As such, the dealer will work with the customer to determine the appropriate build configuration and accept the purchase order. The dealer will deliver the machine to the customer and we will work with the dealer throughout the process to ensure smooth transactions. A full list of JCB dealers will be a part of the bid submission. There is also a 'dealer locator' feature on our website at www.jcbna.com

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

No

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

YES

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Standard Full Warranty allows unlimited hours in its first year, and up to 2000(total)hrs in 2nd year.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes – up to 50 miles

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

None

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

They will be passed on to the original equipment manufacturer

- What are your proposed exchange and return programs and policies?

JCB does not have an exchange and return program

- 6) Describe any service contract options for the items included in your proposal.

We provide our customers with a peace of mind with our standard 2-year warranty. Additionally, our dealer network can offer service and maintenance contracts to our customers on an as-needed basis.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

JCB offers a full range of Medium duty of Construction equipment with attachments that includes our Worldwide market share leaders the JCB Backhoe and our Rough Terrain Fork lifts and Tele-handler.

The JCB Skid steer and Compact Track Loader is the safest product of its kind on the market because of the JCB Powerboom and side-door entry. JCB not only has the safest skid steer and compact track loader on the market, we have the most versatile. The JCB Teleskid is the industry's first telescoping boom skid steer or compact track loader.

The JCB Wheel Loader range is designed to meet the buyer's priorities. Namely safety, efficiency, ease-of-use and maintenance, productivity, performance, reliability and comfort.

The JCB Excavator range is designed to meet the customer needs with a range from 1-ton operating weight to nearly 40 tons. The JCB Hydradig is a one of a kind Wheeled Excavator that centers on visibility, stability, maneuverability, mobility, and serviceability.

JCB newest additions to our product line up are the JCB scissor lift line as well as compact site dump trucks. Our scissor lift line ranges from 15' to 45' in platform height. Our Site dumpers have 4 and 5 cubic yard bucket capacity.

All products noted can be sold thru all authorized JCB dealer locations and via JCB direct. All servicing will be done by the Sourcewell customers authorized JCB dealer.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

JCB will list all models that it wants to be included in the contract with a discount off of List price noted for each. This price will serve as the contract price for Sourcewell members plus applicable freight.

The pricing will be aggressive and better prices in comparison to non-Sourcewell members.

JCB does not have SKU numbers for our equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts range from 10% - 30% depending upon the product model. Please see attached spreadsheet for discounts by model.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ___X___ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

JCB can offer volume discounts. For orders of 4 – 9 units, we can discount a further 2% points from the standard discount structure. Volume orders of 10 units or more can be evaluated on a case by case basis for additional discounts.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Though it is a rare situation, but when the request for a non-JCB item comes up, we are able to offer 10% off Manufacturer list price.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

The only additional charges included in the pricing submitted is Freight.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight/delivery charges are an additional cost to the Sourcewell member. Delivery will be arranged by JCB and the local JCB dealer facilitating the transaction. Freight/delivery charges will be based on FOB Pooler, GA unless possible to arrange shipping from a closer port/location. These charges will be itemized as a line item on the invoice

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to these territories would fall under same program has answered in the previous question.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Since JCB manufactures our SSL/CTL and Compact Telehandler products in North America, we have the advantage of getting the product out the door faster and into the customer's hands. We have 6 ports in North America that we take equipment shipments into for customer convenience.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

For contract sales reports – After each month concludes each Regional sales rep is tasked to report these sales to ensure contract sales are noted. As a second method to ensure contract sales are being reported, JCB issues a Sourcewell contract specific pin to dealers making Contract sales. When these sales are reported into the JCB system portal, the dealer will note the contract Pin# which is an identifier of a contract sale.

To ensure proper pricing, pricing compliance is randomly audited once a month.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

2%

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

JCB is ISO 9001 certified. JCB also has several employees that are Lean Six Sigma Green belt certified.

- 20) Describe any environmental management system certifications obtained by your organization.

JCB meets all city, state, federal environmental guidelines. JCB is currently in progress to be ISO 14401 certified and is on schedule to achieve this by YE 2019.

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Yes, preventative maintenance contracts can be purchased through any of our dealers throughout North America.

Signature: _____



Date: _____

3-28-19



Allison L. MacKenzie
8/9/2022
County Commissioners Meeting

Item Summary:

Citizen Request Mowing of Glencoe Road, Kennedyville

ATTACHMENTS:

Description

08.09.22 Alison MacKenzie, Public Citizen, Request to Eliminate Mowing Glencoe Road, Kennedyville



Michael S. Moulds, PE
Director of Public Works

709 Morgnec Road, Suite 101
Chestertown, MD 21620
410-778-2600

From: Alison MacKenzie <libelulamktg@gmail.com>

Sent: Wednesday, July 6, 2022 4:09 PM

To: Kent County Commissioners <kentcounty@kentgov.org>

Cc: Daniel Voshell <dvoshell@kentgov.org>; Daniel Bitter <dbitter@kentgov.org>; Mike Moulds <mmoulds@kentgov.org>

Subject: RESIDENT COMMENTS - Request to stop mowing on Glencoe Rd.

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Good afternoon, Commissioners -

I am writing to you at the recommendation of the Kent County Division of Roads (cc:d on this email).

My neighbors and I respectfully request that Kent County not mow the initial 1/2 mile stretch of Glencoe Rd. (the stretch alongside the corn fields beginning at Rt 444) until the end of the growing season and to allow the roadside wildflower and grasses to grow unabated during the growing seasons moving forward.

To that end, I have attached an open letter to you, the Kent County Commissioners, along with electronic signatures from 14 residents of Glencoe and Ricks Landing Roads.

I recruited these signatures via our community Facebook page: <https://www.facebook.com/groups/2309785972384217>

Additionally, my mother (a resident of Glencoe Rd.) and I have informally polled many other residents, including one of the owners of Turner Creek Farm. No one has expressed any concerns. In fact, we have been met with resounding affirmations for the plan.

Allowing the roadsides to grow unmolested during the growing season will:

- Not result in any visual impediments to safe driving (the corn is more of an impediment than the milkweed!)
- Help improve local water quality by preventing erosion and absorbing runoff from farm fields and roadways
- Provide safer roads for motorcyclists, bicyclists, and pedestrians (cut grass is a major hazard)
- Cut man hours needed for mowing, allowing tax dollars to be spent elsewhere
- Allow roadside habitat to flourish, providing food for bees, threatened butterflies and other pollinator species
- Provide crucial habitat and cover for wildlife like quail
- Be more attractive than the denuded and dying grasses that exist after mowing

I thank you for your consideration of this matter and look forward to hearing from you in the affirmative.

Regards,

Alison L. MacKenzie
Owner/Founder
LibelulaMktg@gmail.com
302.507.7890



Timestamp	Name	Local Address	Email
2022/06/27 10:42:47 AM AST	David Milhorn	29176 Ricks Landing Rd.	dmilhorn0@gmail.com
2022/06/27 11:00:12 AM AST	Zack Kelleher, Sassafras Riverkeeper, ShoreRivers	Millington, MD	zkelleher@shorerivers.org
2022/06/27 1:56:59 PM AST	Kelly Sault	29132 Ricks Landing road	Kelly.sault@gmail.com
2022/06/27 3:38:41 PM AST	Nicole Stroup	29131 Ricks Landing Rd, Kennedyville MD 21645	nicolestroup@hotmail.com
2022/06/27 4:56:25 PM AST	Please allow the grass to grow naturally, unmolested!	29329 Glencoe Road, Kennedyville, MD 21645	dave@canteraassociates.com
2022/06/27 4:57:05 PM AST	Please let the grass grow!	293333 Glencoe Road, Kennedyville, MD 21645	dave@canteraassociates.com
2022/06/28 1:02:25 PM AST	Alison MacKenzie	29176 Ricks Landing Rd.	alison.mackenzie@verizon.net
2022/06/28 1:03:20 PM AST	Susan Warriner	29347 Glencoe Rd.	srwarriner@gmail.com
2022/06/28 1:04:09 PM AST	Watson Warriner	29345 Glencoe Rd.	watsoncwarriner@gmail.com
2022/06/29 3:27:46 AM AST	Mary Megargee	29173 Ricks Landing Rd	marmeg42@gmail.com
2022/06/29 11:05:33 PM AST	Elizabeth Billingsley	29201 glencoe road Kennedyville md 21645	Emb1162@yahoo.com
2022/06/30 5:37:30 PM AST	Tracy	29313 Glencoe Road	tsigmann@comcast.net
2022/06/30 8:16:41 PM AST	Tim Fields	29119 Ricks Landing Rd	Timcfields@gmail.com
2022/07/02 12:50:30 PM AST	Mel Billingsley	29201 glencoe road Kennedyville	Emb1162@yahoo.com

OPEN LETTER to Kent County

Regarding mowing of Glencoe Rd.

I have been coming to Kentmore Park and the Sassafras River for over 50 years. When I was a child visiting my grandparents on Belchester Rd., we would take long walks and my grandmother would point out to us all of the plants and flowers that grew along the roadsides - Milkweed, Sweet Joe Pye weed, and Black Eyed Susan were in abundance. We would see Monarchs, bees, and various other pollinators flitting from flower to flower. Every morning and evening we heard the call of "bob white" from quail living in the same habitat. It was magical.

I purchased a home on Ricks Landing Rd. in February 2020. As spring rolled around, one of the first things I noticed was the lack of a flowering roadside. I thought to myself, "Where are all the flowers? Where are the butterflies?". A few months later, I realized I had yet to hear the call of a Bobwhite quail. It was then that I realized the toll that the roadside mowing had taken on the biodiversity of the region. Less habitat means less critters, and there is certainly less habitat than was when I was a child. These days I am hard pressed to find Black Eyed Susan, Ironweed, Milkweed, or Coreopsis growing along the roadsides. The Milkweed that does poke its head out has it lobbed off by Kent County's practice of indiscriminate mowing.

When I reached out to the County recently to inquire about not mowing the initial ½ mile of Glencoe Rd. during the growing season, I was met with a brick wall. Their reasons were myriad, but all came down to this simple statement - it's what we do and we're not going to stop.

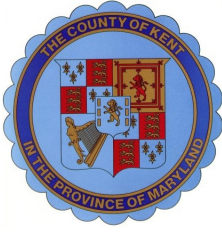
I am working to petition the Kent County Commissioners to reconsider their position on indiscriminate roadside mowing, specifically as it pertains to Glencoe Rd., but with the hope that they will ultimately allow roadside habitat to grow and flourish throughout the county.



**Request for Waiver of Interest and Penalty Fees
8/9/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



Kim Righi, Restoration Manager, ShoreRivers
8/9/2022
County Commissioners Meeting

Item Summary:

Turners Creek Stream Restoration Funded

ATTACHMENTS:

Description

08.02.22 Kim Righi, Restoration Manager, ShoreRivers, DNR Trust Fund, Stream Restoration on Turners Creek

08.02.22 ShoreRivers, Turners Creek, Stream Restoration Project, Design Plans - APPENDIX B

08.02.22 ShoreRivers, Turners Creek, Stream Restoration Project, Site Map - APPENDIX A

RFrom: Kim Righi <krighi@shorerivers.org>

Sent: Monday, July 18, 2022 4:34 PM

To: Sondra Blackiston <sblackiston@kentgov.org>

Cc: Josh Thompson <jthompsonrestoration@gmail.com>; Lacey Cox <lcx@kentgov.org>; Sallie Watson <swatson@kentgov.org>; Carla Gerber <cgerber@kentgov.org>; William Mackey <wmackey@kentgov.org>

Subject: Turners Creek stream restoration - funded

ATTENTION !

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Dear Sondra and Kent County folks,

ShoreRivers was awarded funding through the DNR Trust Fund for the stream restoration on Turners Creek. **The total project award is \$802,750.00 and construction is scheduled to begin this fall once all permits are in hand.** Thanks to each of you for your support of our proposal last year; details are attached.

Additionally, we are now preparing a Phase 2 proposal to the Ches Bay Trust for design funds for the additional eroding ravines that feed into the main stem being restored with the above-mentioned construction award. Your letter of support for this proposal (which is due Aug 25th) is also attached as a reminder of this project continuation.

Again, thanks for your help and congratulations on this new Kent County conservation project! Please let me know if you require additional information about this work.

Respectfully,

Kim Righi

Restoration Manager, [ShoreRivers](#)

Cell: 443-553-4179

114 South Washington Street, Ste 301, Easton, MD, 21601

Kim Righi

Restoration Manager, [ShoreRivers](#)

Cell: 443-553-4179

114 South Washington Street, Ste 301, Easton, MD, 21601

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

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

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

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

SEDIMENT CONTROL NOTES

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

GENERAL NOTES

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

SEQUENCE OF CONSTRUCTION

- Contractor shall notify owner and Kent County Soil and Water Conservation District at least 48 hours prior to beginning any work and the Maryland Department of the Environment Inspection and Compliance Program (410 901-4020) at least 5 days prior to beginning any work. Miss Utility must be contacted at least 72 hours prior to beginning work. A pre-construction meeting is required with the landowner, contractor, and Kent SWCD prior to construction starting.
- All necessary approvals and permits must be obtained prior to start of construction.
- Clear and grub for the installation of sediment and erosion control measures or devices.
- Install stabilized construction entrances and all sediment control devices.
- Notify Kent County Soil and Water Conservation District upon completion of said installation.
- With the approval of Kent County Soil and Water Conservation District, clear and grub for in-stream work. The stream is in the Sassafras River watershed, designated as Use I by the Maryland Department of the Environment. No in-stream work shall be conducted during the period March 1 through June 15.
- Install pump around practices in the unnamed tributaries. All pump around diversions shall be set up and running before in-stream work will be permitted to start. See Pump-Around Note, this Sheet.
- Begin stream work starting at the upstream end of the project and work downstream. Complete installation of all in-stream structures. Remove any accumulated sediment in the stream channel at the end of each working day and prior to the removal of the pump around practice.
- Stabilize all disturbed areas at the end of each working day or within a 3-day dry weather forecast.
- Once stream restoration is complete, seed and stabilize any remaining work areas.
- Upon stabilization of site with established vegetation and with permission of the Kent County Soil and Water Conservation District field technician, remove sediment control measures and stabilize those areas disturbed by this process, including any spoils areas.
- Install plant material during appropriate planting dates.

TEMPORARY STOCKPILE NOTE

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

MAINTENANCE NOTE

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

PUMP-AROUND NOTE

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

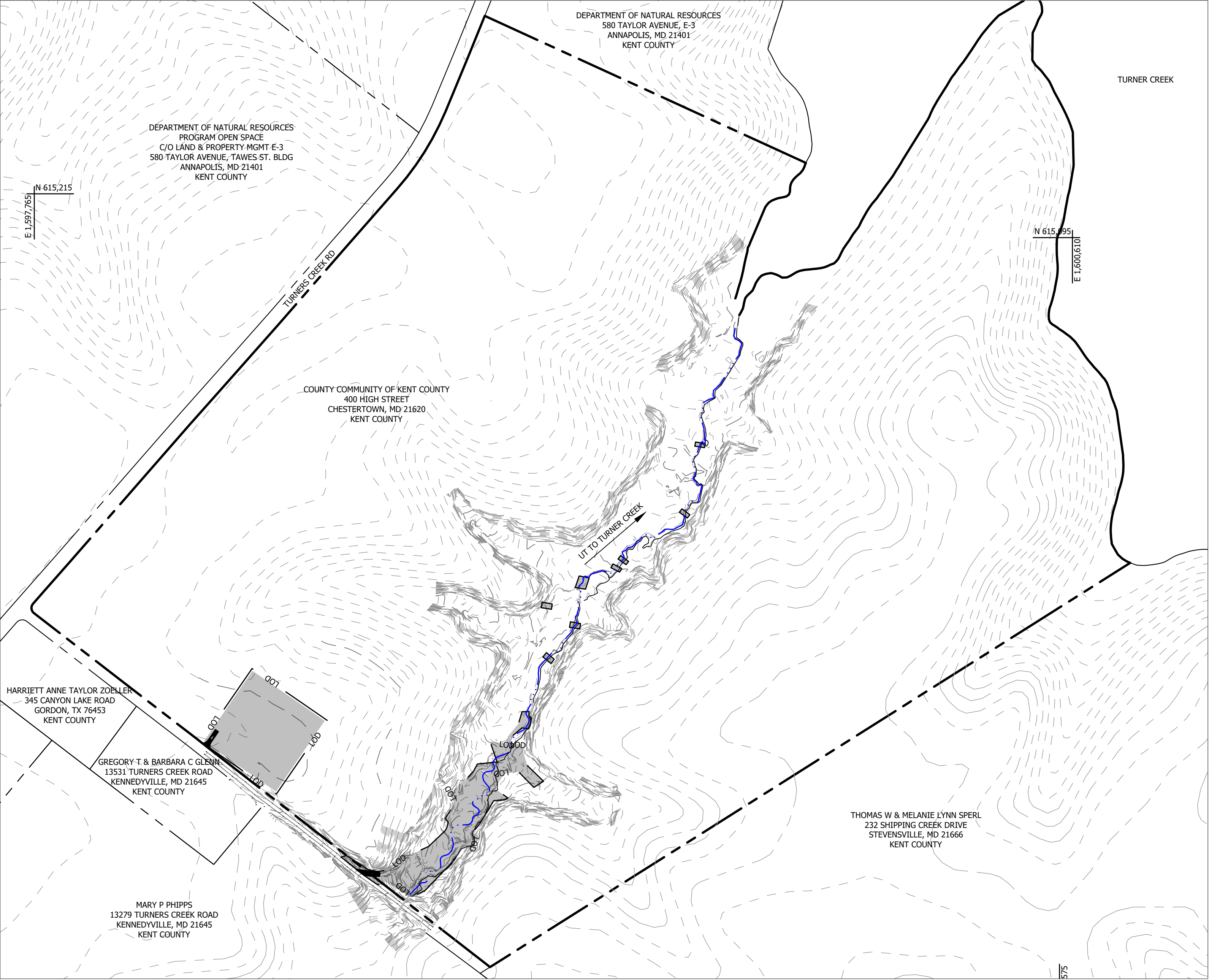
100-YEAR FLOODPLAIN NOTE

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

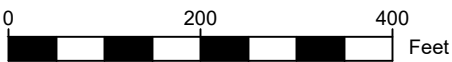
APPENDIX B

UNNAMED TRIBUTARY TO
TURNER CREEK

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



OVERALL PLAN
SCALE: 1" = 200'



TEMPORARY BENCHMARKS		
TBM 101	82.99'	TRAV. MAG.
TBM 102	84.72'	TRAV. MAG.
TBM 103	76.72'	TRAV. NS
TBM 104	70.49'	TRAV. NS
TBM 105	48.93'	TRAV. NS
TBM 106	28.07'	TRAV. NS
TBM 107	23.57'	TRAV. NS
TBM 108	23.24'	TRAV. NS
TBM 109	20.85'	TRAV. NS
TBM 110	16.66'	TRAV. NS
TBM 111	15.10'	TRAV. NS
TBM 112	23.19'	TRAV. NS
TBM 113	11.55'	TRAV. NS
TBM 114	7.54'	TRAV. NS
TBM 115	15.62'	TRAV. NS
TBM 116	5.30'	TRAV. NS
TBM 117	2.64'	TRAV. NS
TBM 118	13.81'	TRAV. NS
TBM 119	2.50'	TRAV. NS
TBM 120	2.07'	TRAV. NS
TBM 121	6.89'	TRAV. NS
TBM 122	4.90'	TRAV. NS
TBM 123	6.76'	TRAV. NS
TBM 124	14.31'	TRAV. NS
TBM 125	13.74'	TRAV. NS

PROPERTY OWNER INFORMATION

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

SITE DATA

DEED REF. 00047/00477
MAP: 0005, GRID: 0003F, PARCEL: 0007
ELECTION DISTRICT: 1
EXISTING ZONING: EXEMPT COMMERCIAL
SITE ACREAGE: ±147.04 AC.
8 DIGIT HUC: 02060002
MD 8 DIGIT BASIN: 02130610 (SASSAFRAS RIVER)

SITE ANALYSIS

LIMIT OF DISTURBANCE: ±117,106 SF. / 2.69 AC.
NEW IMPERVIOUS AREA: NONE
TOTAL AREA TO BE STABILIZED: 2.69 AC.
APPROXIMATE CUT: 1,459 CY.
APPROXIMATE FILL: 1,459 CY.
APPROXIMATE NET: 0 CY.

ENGINEERS CERTIFICATION

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

Signed: _____ Date: _____

P.E. No: _____ BMP Name / Code: _____

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 27189, expiration date: 3/26/2022

Signature _____ Date _____

UNNAMED TRIBUTARY TO
TURNER CREEK
COVER SHEET

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



ecotone
ecological restoration
129 Industry Lane · Forest Hill, Maryland 21050
(410) 420 2600 · www.ecotoneinc.com

REVISIONS			
No.	DATE	DESCRIPTION	REV. BY

CHECKED BY: _____

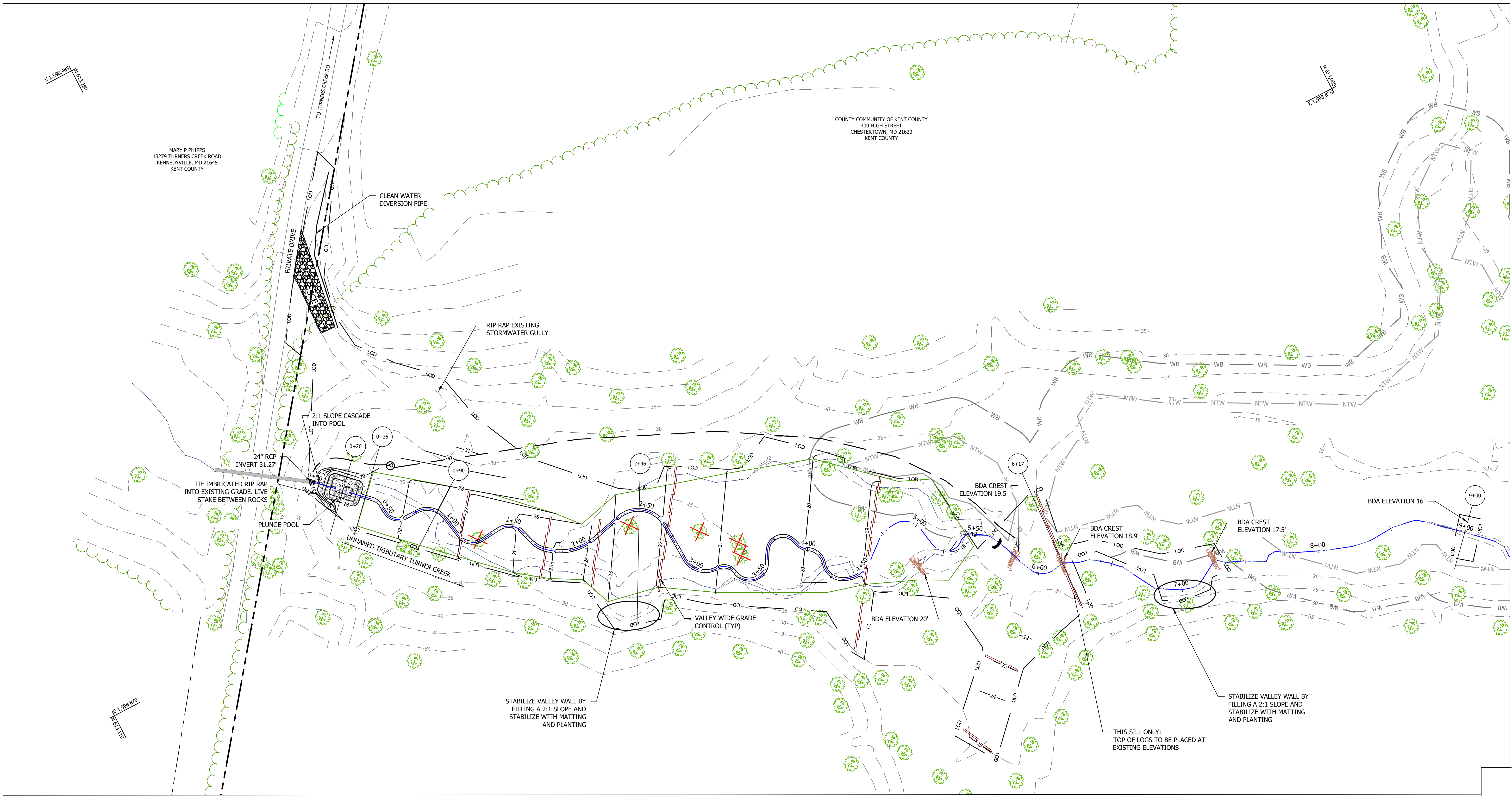
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DRAWN: MJL

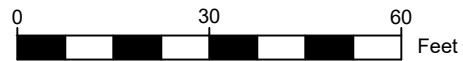
PROJECT No.: 21-05-006

DATE: 11/19/2021

SHEET: _____



SITE PLAN
SCALE: 1" = 30'



LEGEND

- PROPERTY BOUNDARY
- EX. CONTOURS
- EX. STREAM CENTERLINE
- EX. SOIL BOUNDARY
- EX. ROADS
- EX. TREELINE
- EX. FLOODPLAIN - FEMA 100 YR
- EX. NON TIDAL WETLAND
- EX. WETLAND BUFFER
- WATER LINE
- EX. TREE
- PROP. TREE REMOVAL
- PROP. LIVE STAKE VALLEY GRADE CONTROL

PROPOSED CONTOURSPROPOSED STREAM CENTERLINESITE SPECIFIC PLANTING PLAN WITH MICROTOPOGRAPHIC GRADINGPUMP AROUND PRACTICE PUMPPUMP AROUND PRACTICE HOSEPUMP AROUND PRACTICE SANDBAG DIVERSIONDEWATERING PRACTICE FILTER BAGLIMIT OF DISTURBANCEPROPOSED LOG FLOODPLAIN GRADE CONTROLBEAVER DAM ANALOG (BDA)

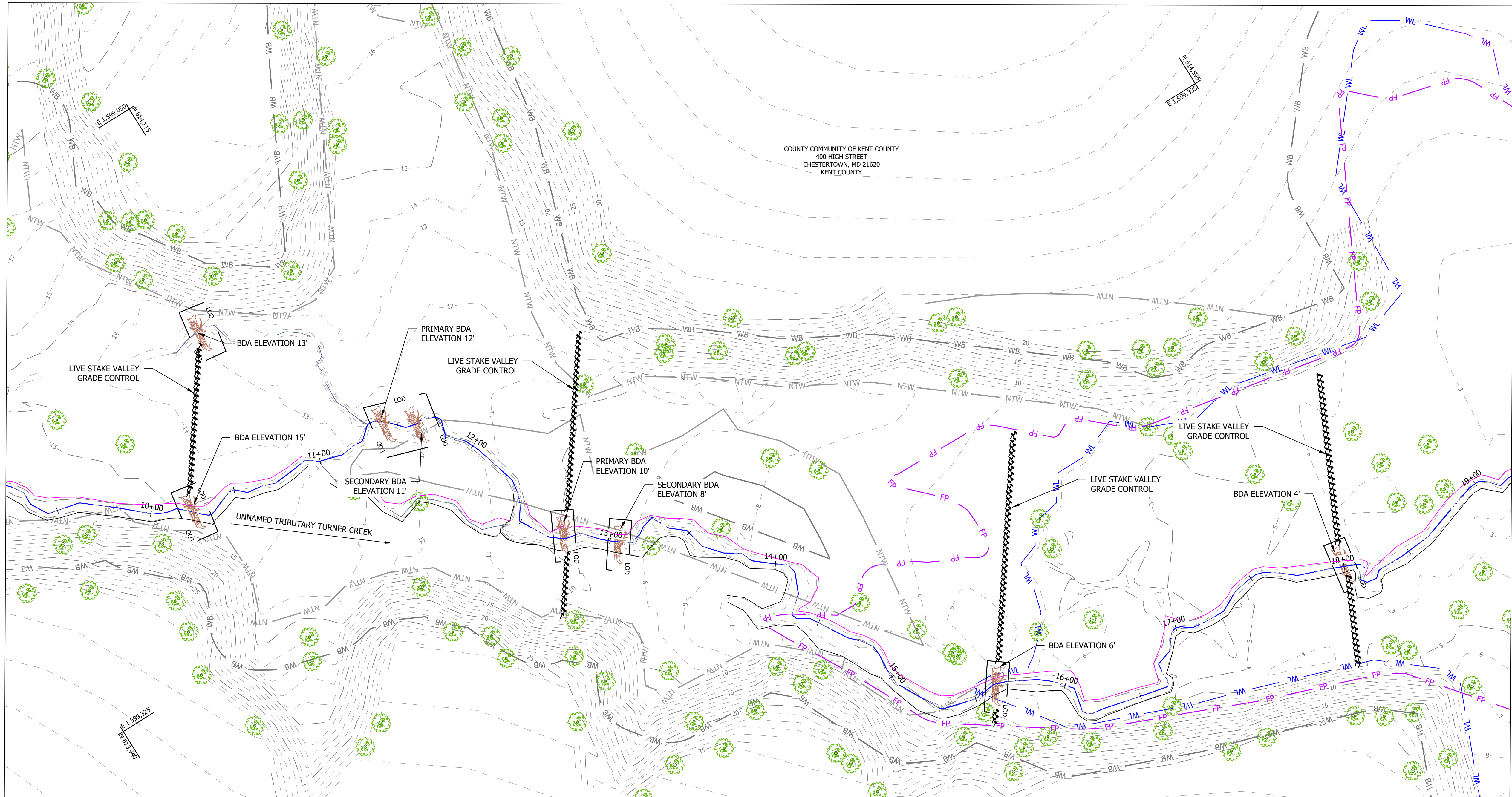
UNNAMED TRIBUTARY TO
TURNER CREEK
DESIGN SHEET

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645

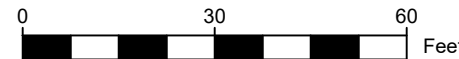


REVISIONS			
No.	DATE	DESCRIPTION	REV. BY

CHECKED BY: _____
DESIGNED: _____ MJL
DRAWN: _____ MJL
PROJECT No.: 21-05-006
DATE: 11/19/2021
SHEET: 2 of 6



SITE PLAN
SCALE: 1" = 30'



LEGEND

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

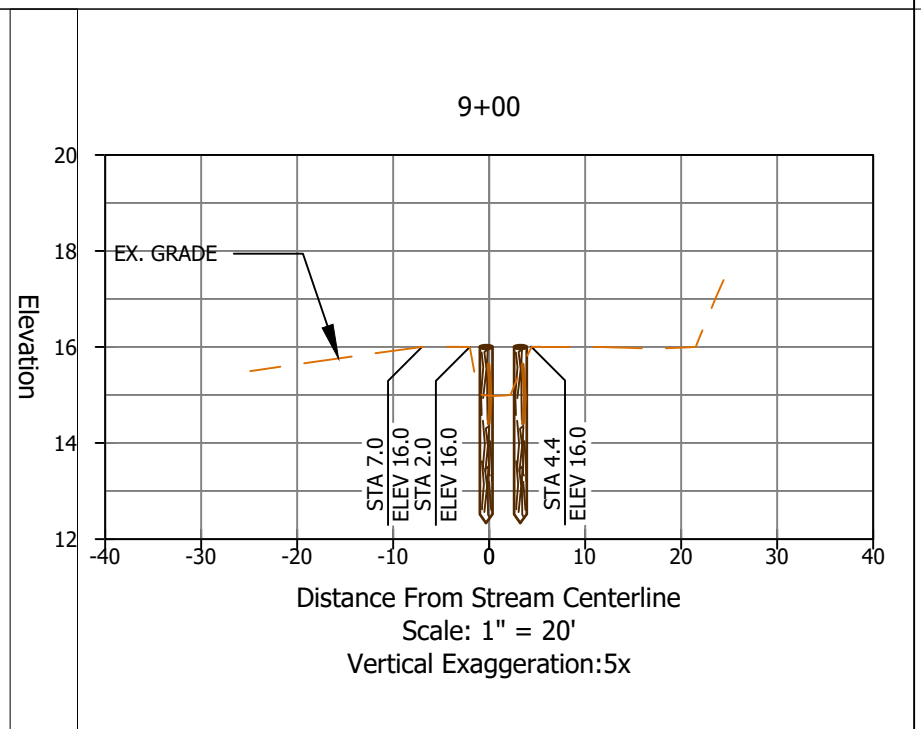
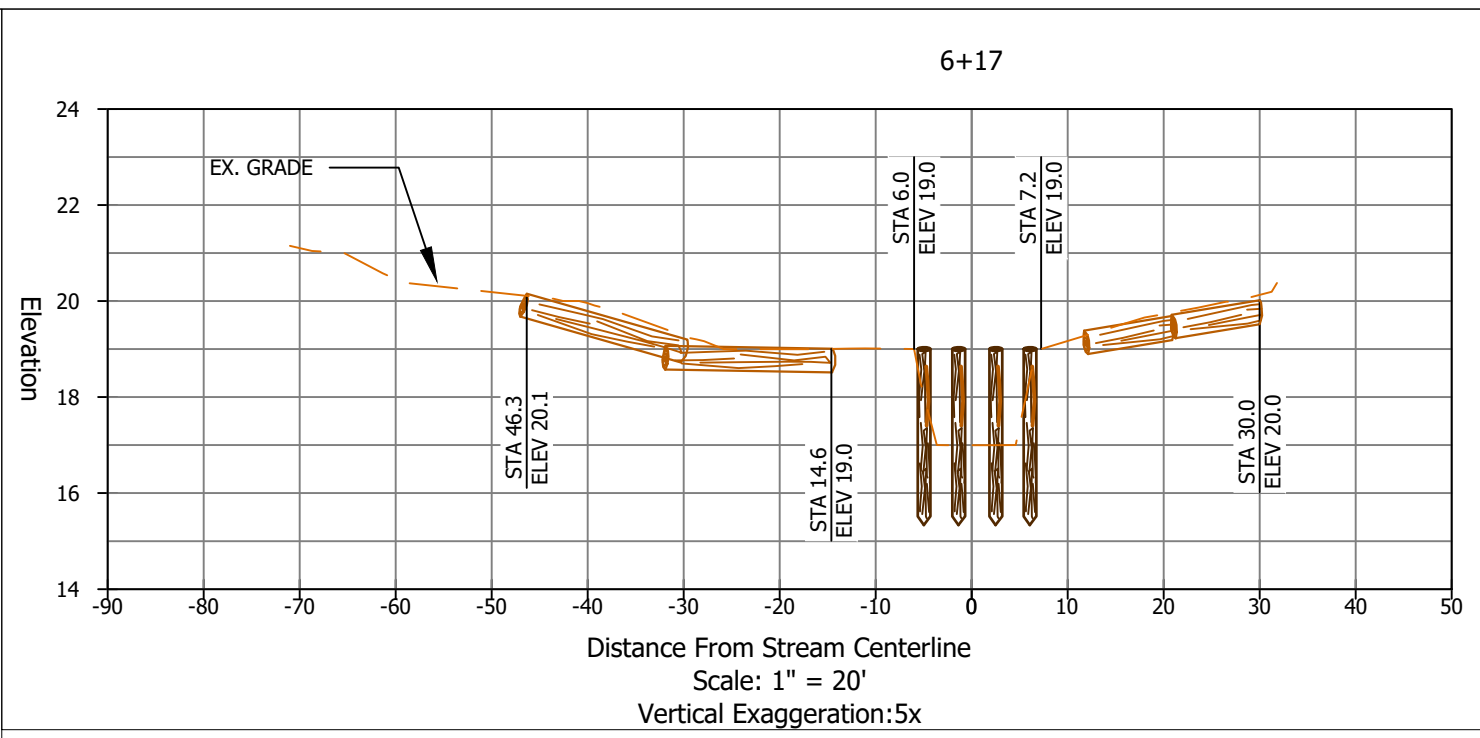
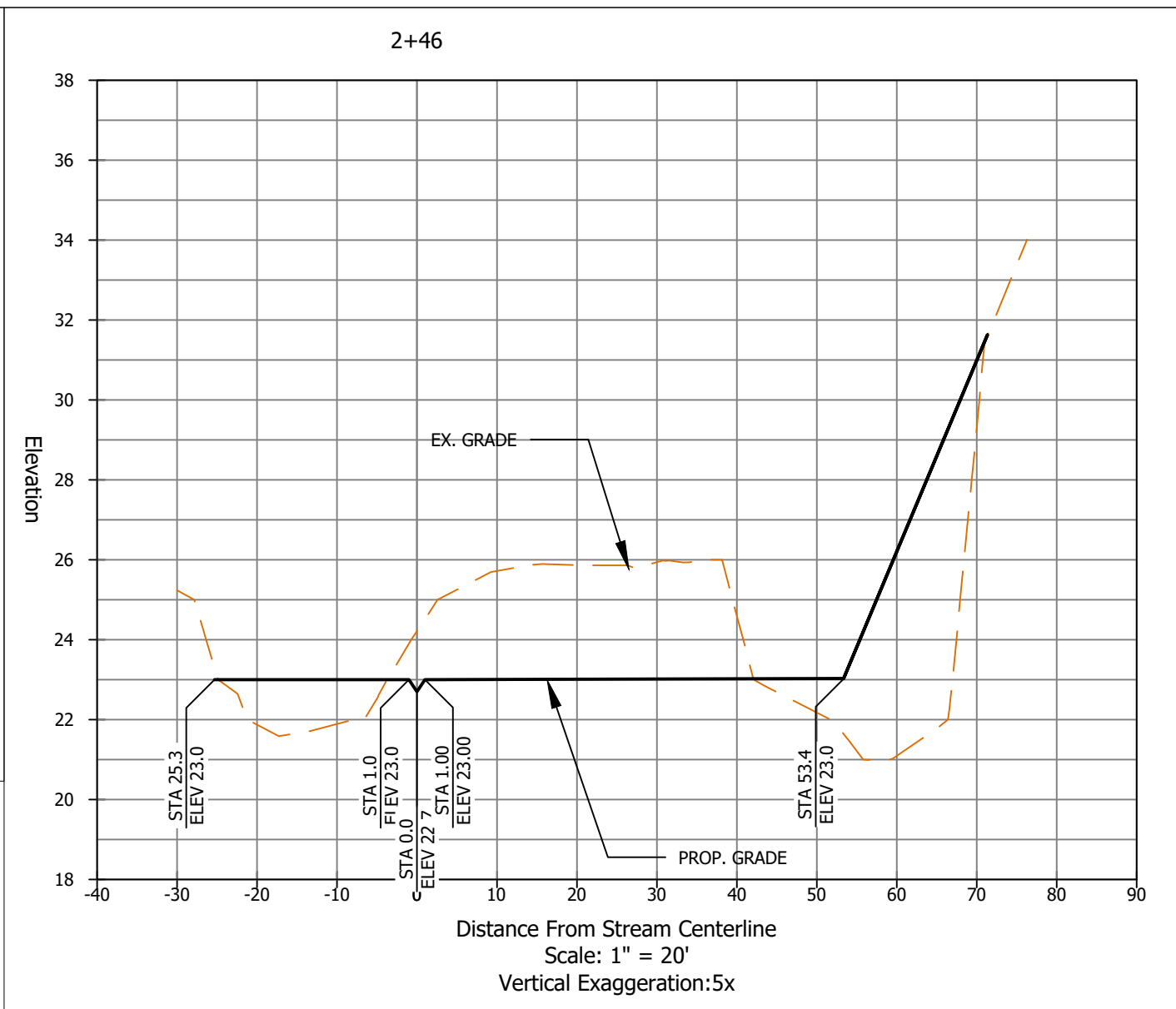
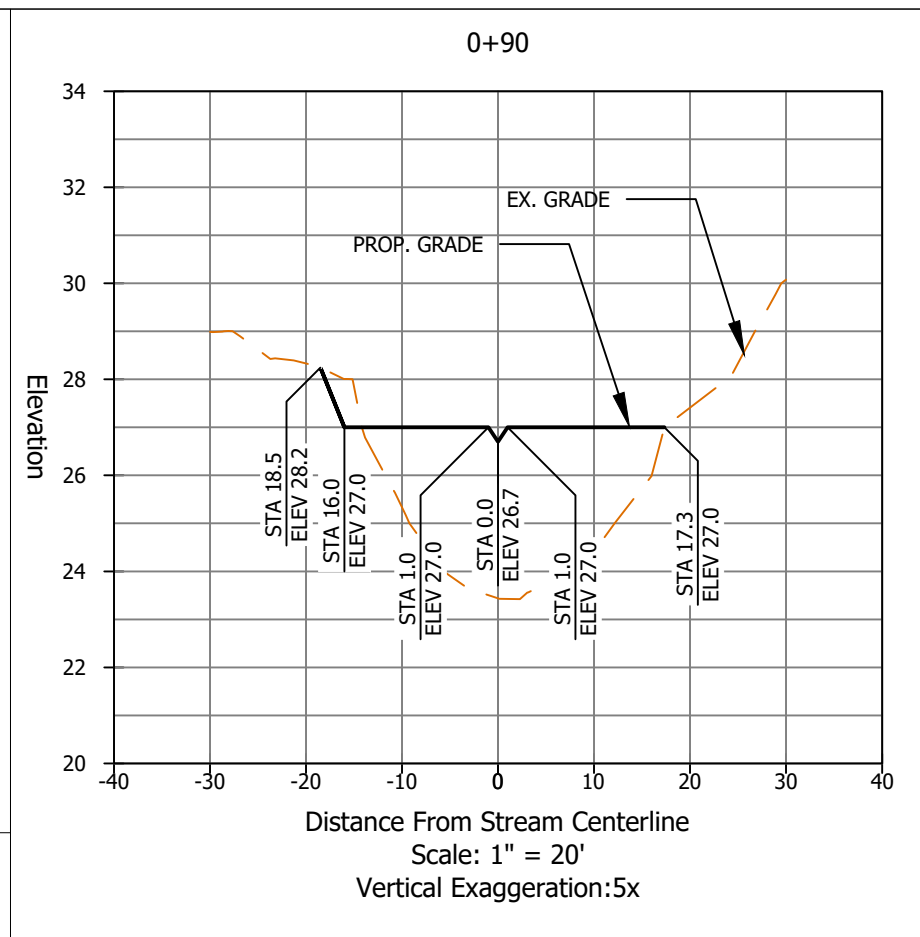
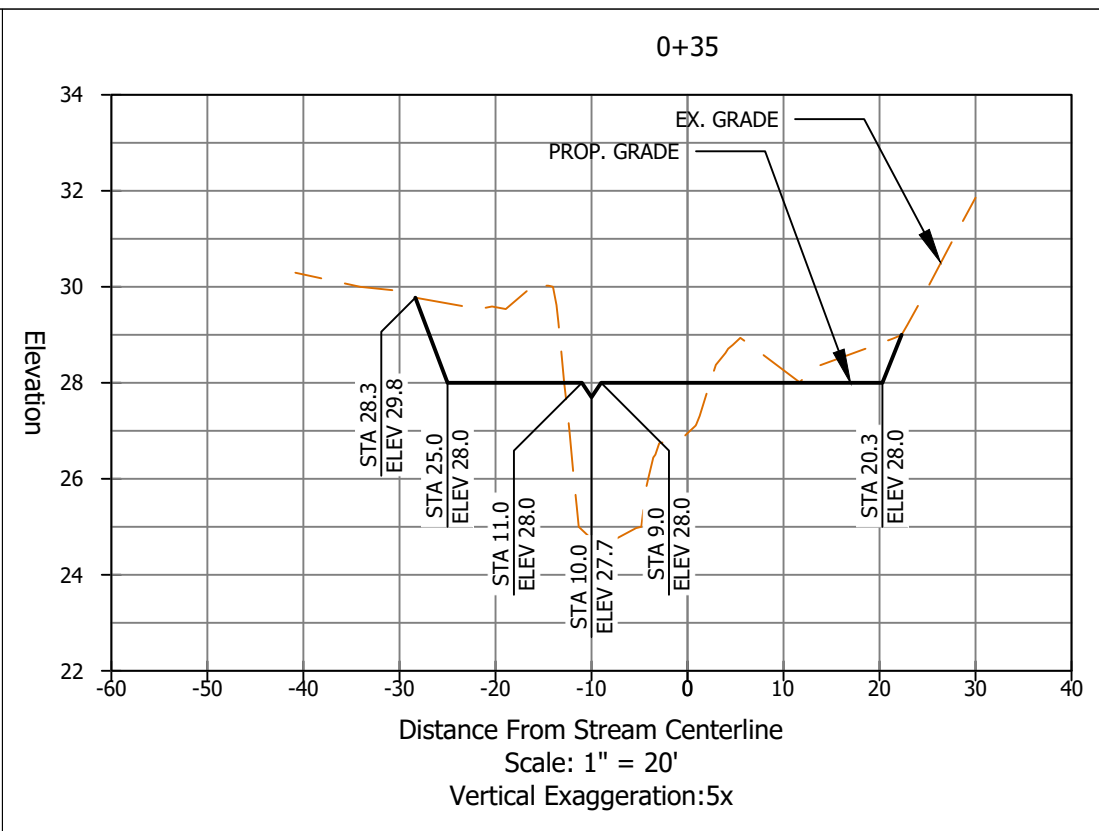
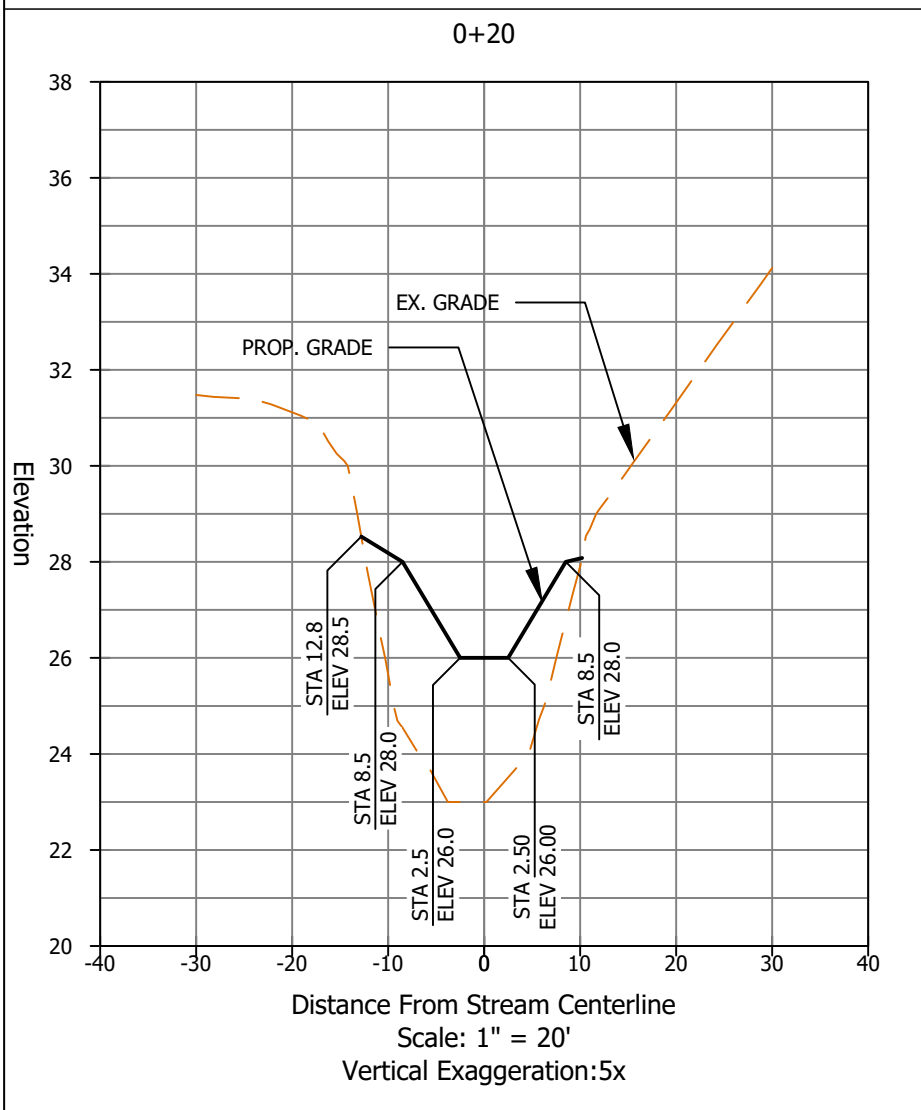
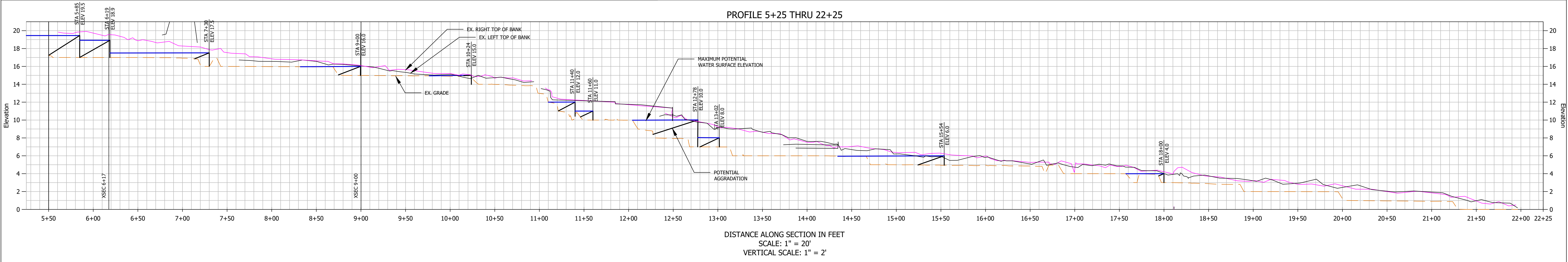
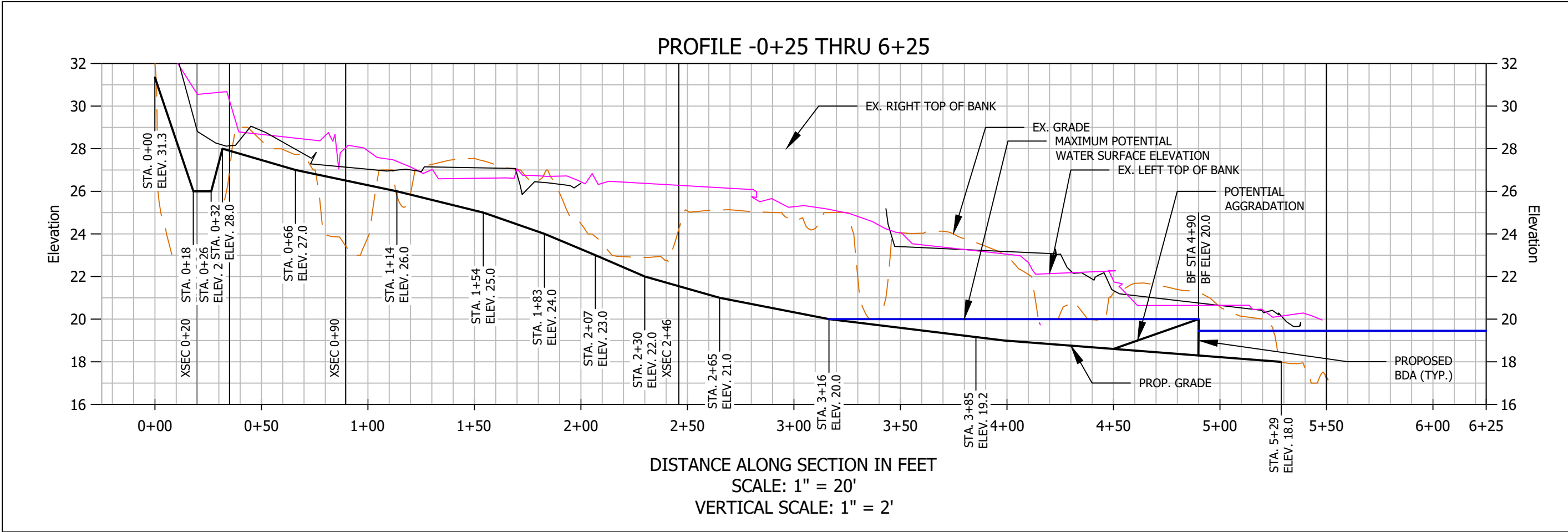
UNNAMED TRIBUTARY TO TURNER CREEK DESIGN SHEET

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



REVISIONS			
No.	DATE	DESCRIPTION	REV. BY

CHECKED BY: _____
DESIGNED: _____ MJL
DRAWN: _____ MJL
PROJECT No.: 21-05-006
DATE: 11/19/2021
SHEET:



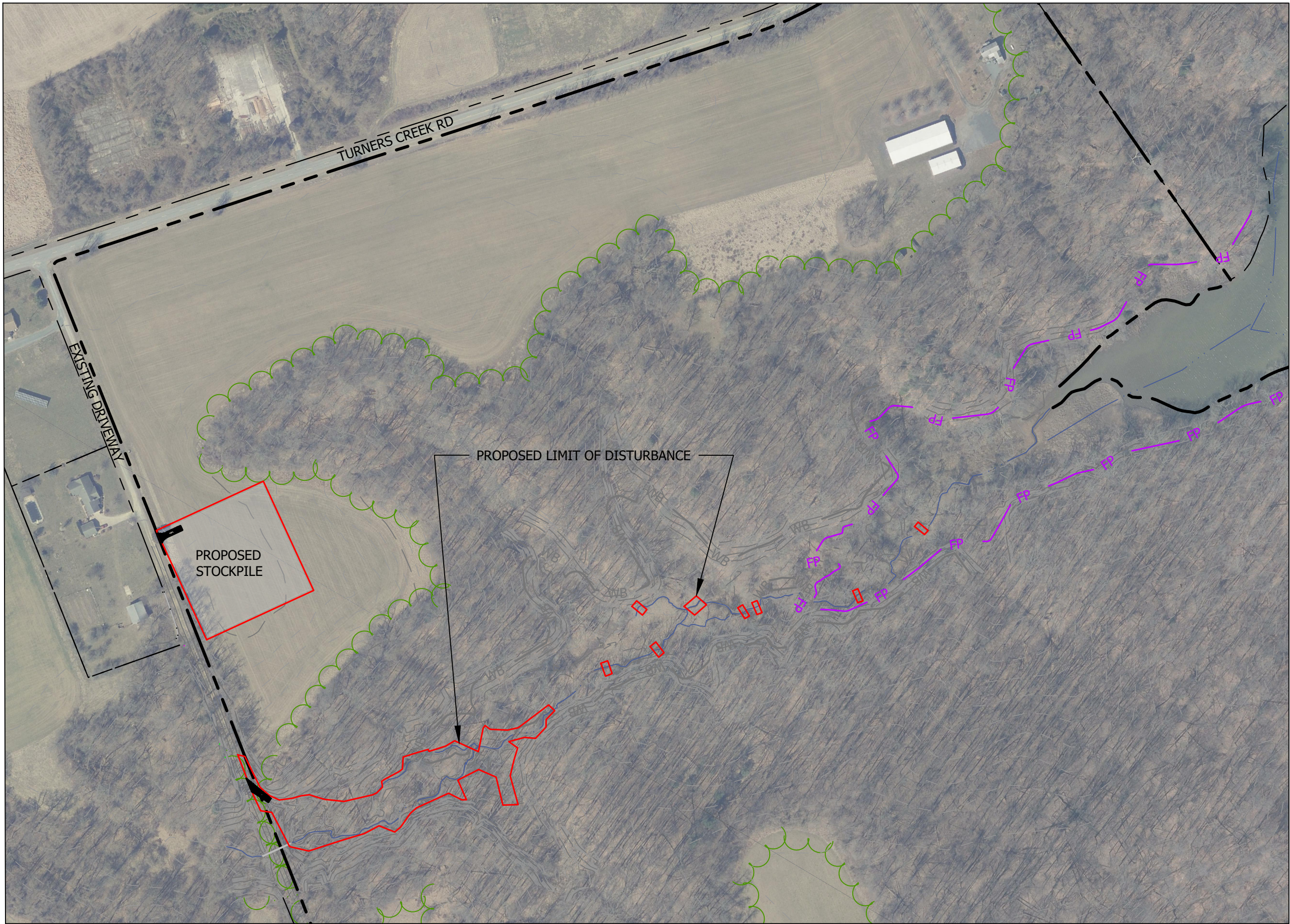
UNNAMED TRIBUTARY TO TURNER CREEK

PROFILES & CROSS SECTIONS

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



REVISIONS			
No.	DATE	DESCRIPTION	REV. BY
CHECKED BY: _____			
DESIGNED: _____		MUL	
DRAWN: _____		MUL	
PROJECT No.: _____		21-05-006	
DATE: _____		11/19/2021	
SHEET: _____		4 of 6	



CHECKED BY: REL

DESIGNED: MJL

DRAWN: REL

PROJECT No.: 21-05-006

DATE: 12/7/2021

SHEET:

UNNAMED TRIBUTARY
TO TURNER CREEK
AREA EXHIBIT

13681 TURNERS CREEK ROAD, KENNEDYVILLE, MD 21645



ecotone
ecological restoration

129 Industry Lane · Forest Hill, Maryland 21050
(410) 420 2600 · www.ecotoneinc.com



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/9/2022
County Commissioners Meeting

Item Summary:

Routine Inspection Results

ATTACHMENTS:

Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/9/2022
County Commissioners Meeting

Item Summary:

Tobacco Compliance Check Letters
Responsible Retailer Certificates

ATTACHMENTS:

Description

08.09.22 Tobacco Compliance Check Results



Board of License Commissioners

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

August 9, 2022

Acme Market, Store 7849
711 Washington Avenue, Unit 14
Chestertown, MD 21620

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Acme Market, Store 7849
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,



P. Thomas Mason, President



Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

BP Gas
513 Washington Avenue
Chestertown, MD 21620

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

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

P. Thomas Mason, President

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

Ronald H. Fithian, Member

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

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

BP Gas
A Responsible Retailer

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Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

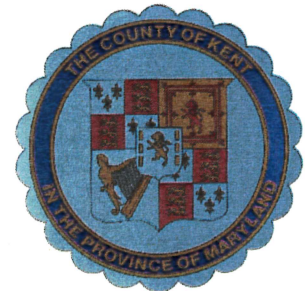
P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Country Liquors
206 Sassafras Street
Millington, MD 21651

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

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P. Thomas Mason, President

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

Ronald H. Fithian, Member

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

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Country Liquors
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,



P. Thomas Mason, President



Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Food Lion, Store 2117
31810 River Road
Millington, MD 21651

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Food Lion, Store 2117
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

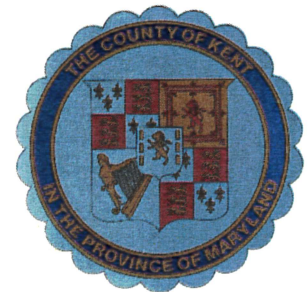
P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

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

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

High's Store #97
887 Washington Avenue
Chestertown, MD 21620

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**High's Store #97
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Lewes Dairy Mart
840 High Street
Chestertown, MD 21620

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

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P. Thomas Mason, President

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

Ronald H. Fithian, Member

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

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Lewes Dairy Mart
A Responsible Retailer**

Congratulations!

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

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

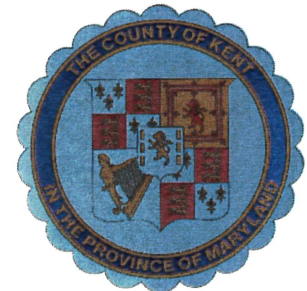
P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Rock Hall Liquors
21318 Rock Hall Avenue
Rock Hall, MD 21661

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Rock Hall Liquors
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Smoke Needs
4 Washington Square
Chestertown, MD 21620

Re: Compliance Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Smoke Needs
A Responsible Retailer**

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Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,



P. Thomas Mason, President



Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Suds N Soda
1014 Washington Avenue
Chestertown, MD 21620

Re: Compliance Re-Check

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check on July 26, 2022, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

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

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC/ltc

Enclosure Responsible Retailer Notice

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Bonnie Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Suds N Soda
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.

Thank you for protecting the public, your company, and yourself.

The Board of License Commissioners,

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Board of License Commissioners

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

August 9, 2022

Walgreens, Store 11064
21400 Zeeman Road
Rock Hall, MD 21661

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KCC/ltc

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Thomas N. Yeager, County Attorney
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The Board of License Commissioners,

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



August 9, 2022



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
8/9/2022
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

08.09.22 KATE License Update, 401 Cypress, LLC trading as Two Tree Restaurant



Kent Alcohol and Tobacco Enforcement

To: Commissioners Mason, Fithian, and Jacob
From: Bonnie S. Pearsall, Inspector
Date: August 1, 2022
Subject: 401 Cypress, LLC trading as Two Tree Restaurant

Memorandum

On August 1, 2022, I met with Robert Dennis Hager, President of 401 Cypress, LLC trading as Two Tree Restaurant. No alcoholic beverages were found on the premises and License No. 4814 was surrendered. Report Number 2022-014 provided the details of the closeout inspection. Having met all the requirements, a prorated refund was issued per Alcoholic Beverages Article §24-1408.

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



Procedures For Public Comment 8/9/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

08.09.22 Public Comments Sign In Sheet

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

**PUBLIC COMMENTS
SIGN IN SHEET
August 9, 2022**

NAME (please print)	ADDRESS	TOPIC



Stephanie Gosman, Chairman, Museums of Kent County
8/9/2022
County Commissioners Meeting

Item Summary:

Letter of Thanks

ATTACHMENTS:

Description



**Ann Gutierrez Carlson, Conservation Easement Program Manager,
Maryland Environmental Trust
8/9/2022
County Commissioners Meeting**

Item Summary:

Green Point Farms, L.L.C Conveying Perpetual Conservation Easements

ATTACHMENTS:

Description

08.09.22 Ann Gutierrez Carlson, Conservation Easement Program Manager, Maryland Environmental Trust,
Green Point Farms, LLC, Three Convey Perpetual Conservation Easements



July 19, 2022

Protecting Land Forever

Kent County Commissioners
c/o Shelley L. Heller, County Administrator
400 High Street
Chestertown, Maryland 21620

Dear Commissioners of Kent County:

Kent County landowner, Green Point Farms, L.L.C., proposes to convey perpetual conservation easements on three of its properties located in Kent County to the Maryland Environmental Trust and Eastern Shore Land Conservancy, Inc. The three conservation easement properties are as follows:

- 205.74 ± acre property at 10473 Hanesville Road, Chestertown, Maryland 21620; tax map 27, parcel 175
- 91± acre property at 10721 Hanesville Road, Chestertown, Maryland 21620; tax map 27, a portion of parcel 44
- 77± acre property 24102 Lambs Meadow Road, Warton, Maryland 21678. tax map 27, parcel 97

Pursuant to Section 3-203.1 of the Natural Resources Article of the Annotated Code of Maryland, when any person offers a perpetual conservation easement to the Maryland Environmental Trust, notification shall be mailed by the Maryland Environmental Trust to the appropriate governing body in which the land is located.

The Maryland Environmental Trust Board of Trustees plans to consider the three offers at their meeting of September 12, 2022, and if approved, will submit the three easements to the Maryland Board of Public Works for ratification later this year. If there are any comments concerning these easements you would like me to forward to the Board of Trustees, please submit them to me as soon as possible.

Please contact me, if you have any questions about the easement (form, content, purpose, etc.). I can be reached at 410-697-9524 or by email at ann.carlson@maryland.gov.

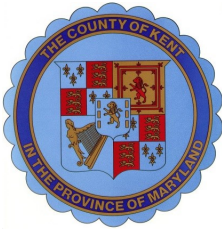
Thank you for your consideration.

Sincerely,

Ann Gutierrez Carlson
Conservation Easement Program Manager

County Commissioners
Office

Date 7-29-22 *LSC*



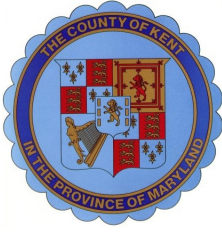
Citizen Concern
8/9/2022
County Commissioners Meeting

Item Summary:

Waste Disposal

ATTACHMENTS:

Description



American Rescue Plan Act (ARPA) Funds Spend Plan 8/9/2022 County Commissioners Meeting

ATTACHMENTS:

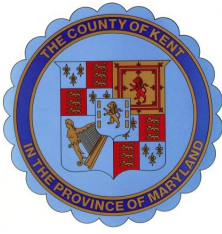
Description

8-2-2022 ARPA Fund Commissioner Report

**FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
8/2/2022**

AMERICAN RESCUE PLAN ACT FUND

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/31/2021	Water & Wastewater Fund	\$ 275,000	Clariflocculator Replacement Project
9/21/2021	KC Local Management Board	112,800	Feed the Elderly Year 1
10/26/2021	Information Technology	67,429	AV System
10/26/2021	Information Technology	27,095	IT Software
12/14/2021	Information Technology	665,000	Neighborhood Grants & Infrastructure Grants Office of Statewide Broadband
1/11/2022	Water & Wastewater Fund	2,817	Change order #1 equipment and cabinet, Fairlee Clariflocculator Replacement Project
1/11/2022	Water & Wastewater Fund	90,642	Change order #2 Demo, aeration tower, Fairlee Clariflocculator Replacement Project
2/1/2022	Emergency Operations Center	14,087	A/V equipment in EOC-video conferencing
2/8/2022	Water & Wastewater Fund	110,065	SCADA Pump Station Monitoring
2/8/2022	Water & Wastewater Fund	57,500	Kent County Regional Wastewater Treatment Plant Feasibility Study-Millington/Rt 301
2/8/2022	Water & Wastewater Fund	52,910	Tolchester Wastewater Treatment Plant Influent Screen Replacement Project-design services
3/8/2022	KC Local Management Board	204,115	Feed the Elderly Year 2 and Year 3
3/22/2022	Water & Wastewater Fund	32,981	Worton WWTP influent lagoon-engineering- Design and bid services
AMOUNT OF FUNDS COMMITTED		\$ 1,712,441	
AMOUNT OF ARPA FUNDS		\$ 3,766,777	
BALANCE OF ARPA FUNDS REMAINING		\$ 2,054,336	



Contingency and Use of Fund Balance Report

8/9/2022

County Commissioners Meeting

ATTACHMENTS:

Description

8-2-2022 Commissioner Report Contingency

[illegible]