

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

August 8, 2023

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

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

Public Notices

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

Consent Items

#1 - Regular Session Minutes, August 1, 2023

#2 - Liquor Minutes, August 1, 2023

#3 - Closed Session Minutes, August 1, 2023

#4 - FY2024 Critical Area Grant Contract Agreement

#5 - Chestertown High School Alumni, Raffle Only, August 13, 2023

Special Class C Licenses

St. John Catholic Church, Beer Only, August 20, 2023

Kent Cultural Alliance, Beer and Wine Only, September 9, 2023

Proclamation

Lucie Hughes, Director of Communications, Choptank Community Health System
National Health Center Week

County Attorney

Thomas N. Yeager, County Attorney
Public Hearing Protocols

Public Hearing

Jamie Williams, Director, Economic and Tourism Development
Code Home Rule Bill No. 3-2023 Arts and Entertainment District Property Tax Credit

Appointments

District 36 Delegation: Senator Stephen S. Hershey, Delegate Jay A. Jacobs, Delegate Jefferson Ghrist, and Delegate Steve Arentz
Legislative Discussion
Dr. Karen Couch, Superintendent, Kent County Public Schools
Kent County Middle School (KCMS) Feasibility Study
Arnessa Dowell, Director, Kent County Public Library

FY2024 Certification for Cooperative Local-State Library Aid Programs
Arnessa Dowell, Director, Kent County Public Library
FY2024 African American Heritage Preservation Program Grant Application Easement
Letter

Public Works Director

Water and Wastewater Division
Worton Lagoon Sludge Removal Contract Closeout

Departmental Appointments

Herbert Dennis, Warden, Kent County Detention Center
Correct Rx, Pharmacy Services Contract Renewal
Patricia Merritt, Chief Finance Officer, Office of Finance
Lease Query Software

County Administrator Report

Kevin N. Baynes, Director, State Revitalization Programs, Division of Neighborhood
Revitalization
Applications For Projects In Kent County

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Bryan Mroz, Deputy Secretary, Maryland Department of Health Healthcare Systems and
Operations
Upper Shore Community Mental Health Center

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.)



**Code Home Rule Bill No. 4-2023 Residential Sprinkler Property Tax
Credit Extension
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

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

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



The County Commissioners of Kent County

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

August 1, 2023
Legislative Session Day

Legislative Session Day
August 1, 2023

CODE HOME RULE BILL NO. 4-2023

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

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

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

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

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/10/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

August 1, 2023
Legislative Session Day

Legislative Session Day
August 1, 2023

CODE HOME RULE
BILL NO. 4-2023

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

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

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

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

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

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

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

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

Article X
Residential Sprinkler Property Tax Credit

§ 152-38 Statutory authorization.

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

§ 152-39 Definitions.

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

QUALIFIED PROPERTIES - Residential properties that:

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

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

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

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

DRAFT

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

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

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

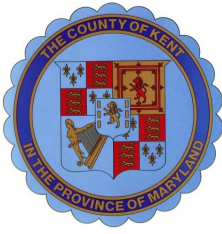
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

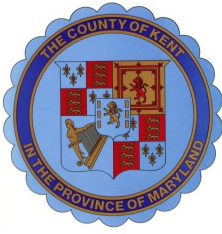
ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



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

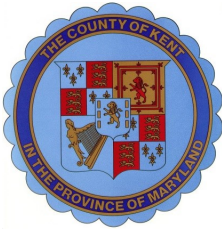
ATTACHMENTS:

Description



**#2 - Liquor Minutes, August 1, 2023
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes, August 1, 2023
8/8/2023
County Commissioners Meeting**



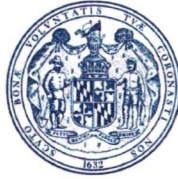
**#4 - FY2024 Critical Area Grant Contract Agreement
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

08.08.23 FY2024 Critical Area Grant Contract Agreement # K00P4600160 By and Between State of MD
DNR Critical Area Commission for the Chesapeake and Atlantic Coastal Bays and Kent County, MD

Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

FY 2024
AUTHORIZATION SIGNATURE FORM

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

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

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

Kent County, Maryland

Jurisdiction Name:

52-6000974

Federal ID#:

A handwritten signature in blue ink, appearing to read "Ronnie Fithian", written over a horizontal line.

Signatory for Jurisdiction

08/08/2023

Date

Ronald Fithian, President, County Commissioners of Kent County

Printed Name & Title of Signatory for Jurisdiction

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

Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Katherine Charbonneau
Executive Director

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

**FY 2024 GRANT PROGRAM
GRANT AGREEMENT#: K00P4600160**

THIS GRANT AGREEMENT, entered into this 1st day of July 2023,
by and between

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

And

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

Hereinafter ("Grantee")

WHEREAS funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2024**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, Md. Code Ann., Natural Resources II, §8-1801 *et seq.*, (2012 Repl. Vol. as amended) ("the Act"); and

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

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

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

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2024 (July 1, 2023- June 30, 2024) in the amount of Six Thousand Dollars (\$6,000) ("Grant").**

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its local Critical Area Program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, subject to review and approval by the Critical Area Commission. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in Md. Code, Ann., Natural Resources II § 8-1808(c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Critical Area Commission and shall expire on June 30, 2024. This Grant Agreement may be amended only with the written approval of the Critical Area Commission, and this Grant Agreement may be amended only by a writing signed by both Parties.
4. The Commission shall reimburse the Grantee for expenses authorized under the Grant upon the Grantee's submission of **two (2) Progress status reports and one (1) invoice.** (Refer to pages 1-3), Article V of Appendix A – FY24 "Scope of Work and Funding Guide Local Governments", incorporated herein by reference, for minimum requirements to be included in the status reports and the invoice.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Critical Area Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached "FY 2024 Semi Annual Report Scope Outline" attached as Appendix B is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. Appendix C -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)" is hereby incorporated into and made an integral part of this Grant Agreement.

8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the Appendix C - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by the Maryland Department of Natural Resources, Critical Area Commission, must contain the following statement on the cover page or first page:

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

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
- i. Data and products collected, manipulated, or directly purchased, using funding provided under this Grant Agreement shall become the property of the CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC’s use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this Grant Agreement utilizing funds administered by CAC, or another grant source, through match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, incorporated herein by reference, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.

- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.
- D. All deliverables required by this Grant Agreement will be submitted directly to the Grant Administrator at the Critical Area Commission, including **two (2) Progress status reports and one (1) Invoice at the end of the project**, which shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

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

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

Important Contract Due Dates:

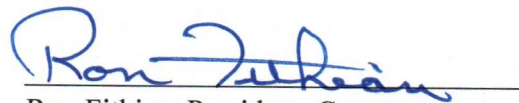
<u>July 1, 2023</u>	<u>Fiscal Year 2024 Grant Year Begins</u>
<u>January 15, 2024</u>	<u>1st Progress Report Due</u> (Work completed July 1, 2023-December 31, 2023)
<u>May 15, 2024</u>	<u>Invoice Due to Commission for payment</u>
<u>June 30, 2024</u>	<u>Fiscal Year 2024 Grant Year Ends</u>
<u>July 15, 2024</u>	<u>2nd/Final Report Due</u> (Work completed January 1, 2024 – June 30, 2024)

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

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

Signatory for the Grantee for: (Grantee Name)


GRANTEE WITNESS


Ron Fithian, President, County
Commissioners of Kent County
Kent County

Signatory for the Commission:

COMMISSION WITNESS

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

THIS GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES, TO THE USE OF THE CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE OFFICE OF THE ATTORNEY GENERAL BEFORE EXECUTION OR PERFORMANCE OF ANY WORK.

Date Approved June 30, 2023
Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

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

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

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

II. FUNDING

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

III. CONTACTS

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

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

IV. SCOPE PREPARATION

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

V. GUIDELINES FOR PROPER INVOICING

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

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

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

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

Examples of acceptable documentation for expenditures are listed below.

Category

Backup Documentation Needed

Salaries

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

Communication

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

Travel

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

Supplies/Equipment

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

Contractual Services

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

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

VI. ELIGIBLE EXPENDITURES

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

Eligible expenditures may include but are not limited to:

Category

Description

Administrative Costs

Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).

Supplies & Materials

Operational expenditures such as: offices supplies, publications, printing, etc.

Travel/Conferences

In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.

If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover *possible* expenditures, which *may* arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.

TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.

VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases will not be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of

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

Consultants/Legal*

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

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

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

Salaries & Fringe Benefits:

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

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

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

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

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2024 shall be from July 1, 2023 through June 30, 2024.** This contract period ends on June 30, 2024 unless there is a "No-Cost Extension" granted by the Commission. **All unspent monies will revert back to the Commission after June 30, 2024.**

IX. AMENDMENTS

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

2) Provide a detailed description of the change.

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

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

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2024. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

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

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

appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates

January 15, 2024

May 15, 2024

July 31, 2024

Reporting Time Frame

**1st Progress Status Report for Work completed
July 1, 2023 – December 31, 2023 (No Invoice)**

Final Invoice Due

**Final Status Report Due for work
completed January 1, 2024 – June 30, 2024**

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

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2024.**

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

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

XII. WORK PRODUCTS

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

APPENDIX B
FY 2024 Semi Annual Report
SCOPE OUTLINE

Two (2) Semi-Annual Reports are due on or before January 31, 2024 and July 31, 2024 to the Commission detailing work performed to complete the below tasks #1 - #11 in accordance to the signed grant contract agreement.

TASK #1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	Review comments, permits, and letters
2. Oversee approval process.	Ongoing	Local Govt.	Staff reports, attendance at Planning Commission and Board of Appeals meetings
3. Provide technical assistance.	Ongoing	Local Govt.	Site visits, sketches, and comments

TASK #2: Review, update, develop, and implement changes to and incorporate new legislation into local Critical Area Programs through zoning ordinances, subdivision regulations, comprehensive plans, maps, and policies.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Review comments
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	New ordinance language, regulations, plans, and policies
3. Adopt new legislation.	Ongoing	Local Govt.	New ordinance language

TASK #3: Comprehensively review local programs as mandated by the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Review comments
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	New ordinance language, regulations, plans, and policies
3. Adopt new legislation.	Ongoing	Local Govt.	New ordinance language

TASK #4: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and “Stop Work” orders, and following up on mitigation and remediation efforts.

Activities	Time Line	Responsible Entity	Deliverables
1. Respond to complaints and perform site visits.	Ongoing	Local Govt.	Field reports, complaint reports
2. Issue citations and “Stop Work” orders.	Ongoing	Local Govt.	Enforcement action reports
3. Follow up on mitigation and remediation efforts.	Ongoing	Local Govt.	Field reports

TASK #5: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical Area regulations.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide assistance.	Ongoing	Local Govt.	Letters, sketches, site visit reports

TASK #6: Educate the public about the Critical Area regulations through presentations to community groups, civic associations, business organizations, and schools. Develop brochures, publications, and displays that educate the public about the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Make presentations.	Ongoing	Local Govt.	Presentations
2. Develop brochures, publications, information guides, and displays.	Ongoing	Local Govt.	Brochures, publications, information guides, and displays

TASK #7: Coordinate Critical Area Program activities with other local, State, and federal agencies to facilitate effective implementation.

Activities	Time Line	Responsible Entity	Deliverables
1. Review and comment on Development proposals.	Ongoing	Local Govt.	Meetings, letters, comments, and reports
2. Develop, refine, and implement policies for interagency cooperation.	Ongoing	Local Govt.	Policies, Memoranda of Understanding, interagency meeting reports
3. Share common problems and develop appropriate solutions.	Ongoing	Local Govt.	Discussions, joint site visits

TASK #8: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Plant riparian forest buffers.	Ongoing	Local Govt.	Forest buffer planted
2. Implement an urban forestry program and plan.	Ongoing	Local Govt.	Urban tree and landscape plantings
3. Increase forest cover within the Critical Area.	Ongoing	Local Govt.	Forest planted
4. Install new or improve existing storm water treatment facilities or Best Management Practices.	Ongoing	Local Govt.	Best Management Practices, storm water quality structures or improvements

TASK #9: Implement special conservation efforts that result in long-term protection of land within the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide guidance, design recommendations, and information on conservation for habitat and water quality protection.	Ongoing	Local Govt.	Meetings, sketches, reports, letters
2. Implement long-term protection of Critical Area lands.	Ongoing	Local Govt.	Easements, deed restrictions, covenants

TASK #10: Design and plan projects that promote public access to the water or public environmentally-oriented recreation or education.

Activities	Time Line	Responsible Entity	Deliverables
1. Design public water access.	Ongoing	Local Govt.	Design and concept drawings
2. Prepare plans for environmentally oriented recreation and/or education facilities.	Ongoing	Local Govt.	Plans

TASK #11: Review development activities that permit a local government to approve a building permit for an accessory dwelling unit that is considered part of the primary dwelling unit for purposes of density calculations in the Resource Conservation Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	Permits with site plans
2. Maintain records of building permits issued.	Ongoing	Local Govt.	Quarterly reports on permits issued

APPENDIX C

DEPARTMENT OF NATURAL RESOURCES

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

ARTICLE I - TERMS AND APPLICABILITY

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

Specific terms used in this document have the following meaning:

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

ARTICLE III - PERFORMANCE

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

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

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

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

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

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

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

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of

the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

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

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

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

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

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

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

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

ARTICLE V - INDEMNIFICATION

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

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

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment – The Grantee agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

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

ARTICLE VII - ACCOUNTING

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

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

ARTICLE VIII - DURATION

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

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

actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

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

ARTICLE IX - LEGAL

- A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.
- B. This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.
- C. Law Applicable - This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
By: DNR Office of the Attorney General
Department of Natural Resources
June 2023



**#5 - Chestertown High School Alumni, Raffle Only, August 13, 2023
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Chestertown High School Alumni, Raffle Only, August 13, 2023, Application

Permit#

17-2023

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: Chestertown High School Alumni
Address of Organization: P.O. Box 765 Chestertown MD 21620
Telephone: (410) 778-0910
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 St. Chestertown, 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 Co Ag Center
21349 Tolchester Beach Rd,
Chestertown MD 21620

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☐ No ☒Date(s) of fund-raising: August 13, 2023Date and Time of Drawing: August 13, 2023 Begin at: 12:00 End at: 3:00

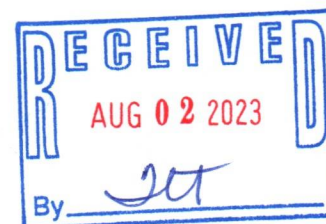
If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity,
please sign below.

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 410-778-0910
☐ Mail Permit (will be mailed to person responsible)





**St. John Catholic Church, Beer Only, August 20, 2023
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

St. John Catholic Church, Beer Only, August 20, 2023, Application

#4890



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

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

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

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

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

St John Catholic Church

Address Main Street Rock Hall, MD

Type of Function Bull Roast

Location of Function grounds of RH Fire Co

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) 8-20-23.
Begin at: 1:00 End at: 5:00 and the applicant tenders herewith the sum of (\$5.00 Per Diem) (\$5.00) in payment for the license.

Please Select One:

☒ Pick Up Millie Strong - 410-708-1736

☐ Mail Permit (will be mailed to above address)

9. Applicants

(1) Tot Strong 3260 Eastern Neck Rd Rock Hall
Name Residence
65 yrs cooker 639 2211
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Tot Strong the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Millie J. Strong 3260 Eastern Neck Rd Rock Hall, MD 21661
Name Residence
44 years Co. Chairman 440-908-1734
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of Aug., 2023, before the subscriber, a Notary of the State of Maryland, personally appeared millie Strong the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) MADelyn G. Reni 6060 HYNSON RD Rock Hall, MD 21661
Name Residence
48 YEARS FOOD CHAIRMAN 443-480-9268
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Madelyn G. Reni the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

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

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

SIGNATURE OF OWNER: Tot Strong PRINT NAME: Tot Strong

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: St Johns Catholic Church

AUTHORIZED AGENT SIGNATURE: Tot Strong PRINT NAME: Tot Strong

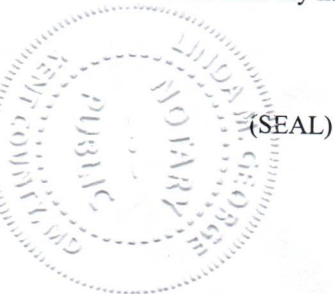
TITLE OF AUTHORIZED AGENT: COOKER

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Tot Strong and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Linda M. George

#4890



Board of License Commissioners

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. St John's Catholic Church
Address Main Street, Rock Hall, MD 21661
Name Tot Strong Tot Strong
(Please Print) (Signature)
Phone # 410 639 2211 Date 7/31/23 ✓



**Kent Cultural Alliance, Beer and Wine Only, September 9, 2023
8/8/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Kent Cultural Alliance, Beer and Wine Only, September 9, 2023, Application

#4891

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

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

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

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

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

Chestertown Jazz Festival | Kent Cultural Alliance

Address 101 Spring Ave. Chestertown, MD 21620

Type of Function Music Festival

Location of Function Wilmer Park 413 S. Cross St. Chestertown 21620

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Saturday Sept. 9 2023.
Begin at: 12 pm End at: 6 pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)
in payment for the license.

Please Select One:

☒ **Pick Up**

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

9. Applicants

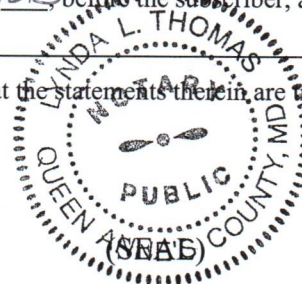
(1) Hester Sachse 127 Washington Ave. Chestertown MD 21620
Name Residence
9 years Dep. Director 803-7924
Length of Residence in Kent Co. Committee Title Phone No. Hester Sachse
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Hester Sachse the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda Thomas 6.30.24



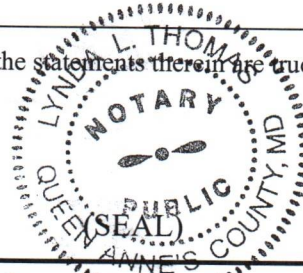
(2) John Schratwieser 25999 Lambs Meadow Rd, Worton 21678
Name Residence
14 years Director 410 708-9751
Length of Residence in Kent Co. Committee Title Phone No. [Signature]
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared John Schratwieser the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda Thomas 6.30.24



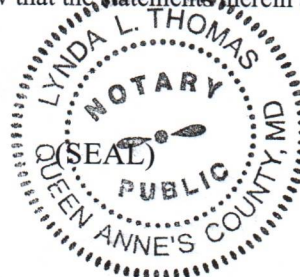
(3) Nerina Fleegle 8853 Fairlee Rd Chestertown, MD 21620
Name Residence
11 years Volunteer 410 778 2991
Length of Residence in Kent Co. Committee Title Phone No. N. Fleegle
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1st day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda Thomas 6.30.24



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

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

SIGNATURE OF OWNER: *Laurence Dike* PRINT NAME: Laurence Dike

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Town of Chestertown

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: _____

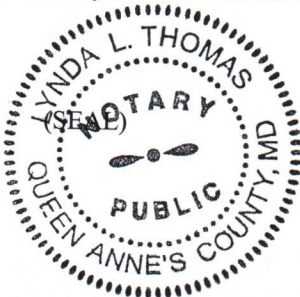
TITLE OF AUTHORIZED AGENT: _____

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

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

WITNESS my hand and official seal.



Lynda Thomas
6-30-24



#4891

Board of License Commissioners

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
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Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent Cultural Alliance

Address 101 Spring Avenue Chestertown, MD 21620

Name John Schratwieser (Please Print) [Signature] (Signature)

Phone # (410) 778-3700 Date 8-1-2023



**Lucie Hughes, Director of Communications, Choptank Community
Health System**

8/8/2023

County Commissioners Meeting

Item Summary:

National Health Center Week

ATTACHMENTS:

Description

08.08.23 Proclamation, National Health Center Week

Kent County, Maryland



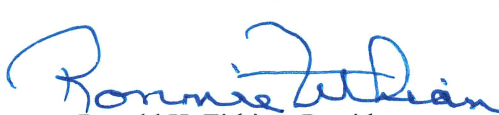
Proclamation

**National Health Center Week
AUGUST 6-12, 2023**

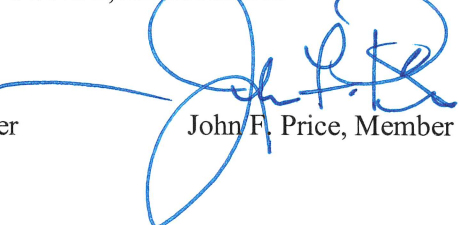
- WHEREAS,** The National Association of Community Health Center's initiative is set as "Community Health Centers: The Roadmap to a Stronger America". They provide preventative and primary care to more than 30 million people across the country, with services tailored to the needs of the unique communities, and
- WHEREAS,** Together they are the backbone of the nation's primary care system. Community Health Centers lower healthcare costs of \$24 billion a year, reducing the rate of chronic diseases and stimulating local economies; and
- WHEREAS,** Choptank Community Health is a Federally Qualified Health Center and one of 17 community-based health centers in Maryland serving more than 338,000 individuals, including those without insurance or the ability to pay; and
- WHEREAS,** Choptank Health teams focus daily on the mission to provide access to exceptional, comprehensive, and integrated care to all; and
- WHEREAS,** Choptank Health providers are not just healers, they are innovators who look for ways to address the factors that may cause poor health, such as poverty, homelessness, substance abuse, mental illness, access to nutritious food, and unemployment. They are a critical piece of healthcare systems and collaborate with hospitals, local and state governments, and several organizations to improve health outcomes for people who are medically vulnerable, including those living in the most rural areas; and

NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, do hereby proclaim the week of August 6-12, 2023, as "**NATIONAL HEALTH CENTER WEEK**" and call upon all citizens of Kent County to join together in support of National Health Center Week.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

August 8, 2023



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

Item Summary:

Public Hearing Protocols

ATTACHMENTS:

Description

08.08.23 Procedures for Testifying, Public Hearing, CHR Bill No. 3-2023

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

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

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

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

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

Written comments will be accepted until Friday, August 11, 2023 at 12:00 p.m. (noon) by the following methods:

By Email:
kentcounty@kentgov.org

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



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

Item Summary:

Code Home Rule Bill No. 3-2023 Arts and Entertainment District Property Tax Credit

ATTACHMENTS:

Description

CHR Bill No. 3-2023 Arts and Entertainment District Property Tax Credit, Public Hearing Notice

08.08.23 Public Hearing Testimony Log CHR Bill NO. 3-2023



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

July 18, 2023
Legislative Session Day

Legislative Session Day
July 18, 2023

CODE HOME RULE
BILL NO. 3-2023

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

AN ACT to amend Chapter 152 Taxation to add Article XI Arts and Entertainment District Property Tax Credit to the Code of Public Local Laws of Kent County, Maryland for the purpose of authorizing a certain property tax credit for certain business entities that obtain certain new, improved, or expanded premises in a certain Arts and Entertainment District in Kent County; providing for the amount and duration of the property tax credit; authorizing the County Commissioners of Kent County to provide, by law, for certain matters relating to the tax credit; defining certain terms; providing for the application of this Act; and generally relating to a property tax credit in Kent County for real property located in a certain Arts and Entertainment District.

A hearing will be held on August 8, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, August 4, 2023.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/27/23

TESTIMONY LOG

PUBLIC HEARING

August 8, 2023

CODE HOME RULE 3-2023 CHR BILL NO. 3-2023 ARTS AND ENTERTAINMENT DISTRICT PROPERTY TAX CREDIT

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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



District 36 Delegation: Senator Stephen S. Hershey, Delegate Jay A. Jacobs, Delegate Jefferson Ghrist, and Delegate Steve Arentz

8/8/2023

County Commissioners Meeting

Item Summary:

Legislative Discussion



Dr. Karen Couch, Superintendent, Kent County Public Schools
8/8/2023
County Commissioners Meeting

Item Summary:

Kent County Middle School (KCMS) Feasibility Study

ATTACHMENTS:

Description

Memo- County Commissioners- KCMS Feasibility Study

3651 Kent Co MS Study Commissioners Presentation 2023-08-08



Kent County Board of Education

Growing a Community of Leaders

Dr. Karen M. Couch
Office of the Superintendent

Date: August 3, 2023
To: Kent County Commissioners
From: Dr. Karen M. Couch, Superintendent
Re: Kent County Middle School (KCMS) Feasibility Study

The Kent County Public Schools will be presenting information on the KCMS Feasibility Study to gather input from the County Commissioners regarding this proposed project.

KENT COUNTY MIDDLE SCHOOL

KENT COUNTY COMMISSIONERS' PRESENTATION

August 8, 2023



AGENDA

- ① Introduction
- ② Existing Facility
- ③ Design Options
- ④ Next Steps





INTRODUCTION

Methodology & Design Goals



**Kent County
Public Schools**

Crabtree, Rohrbaugh & Associates

Architectural, Project Management, Programming,
Design, Bidding & Construction Administration

Larry Levato, AIA, REFP

Principal in Charge

Grace Heiland, AIA, LEED AP BD+C

Project Manager

Richard LeBlanc, AIA, LEED AP

Principal / Dir of Design / Programming

John Pryor, Jr., RA

Project Architect / IAC/PSCP Coordinator

Todd Vukmanic, CPD

CPTED Professional

David Yount, MCP

Code Operations Manager

Gipe Associates

MEP / FP & Technology

ADTEK Engineering, Inc.

Structural Engineering

Davis, Moore, Shearon & Assoc.

Civil Engineering

Forella Group

Cost Estimating

PROJECT TEAM
EXPERIENCE WORKING TOGETHER

PROJECT INTRODUCTION

Why are we here?

- To determine the conceptual feasibility of multiple options for the modernization of Kent County Middle School.
- Options shall endeavor to meet the newly approved Educational Specifications (Ed Specs) for the middle school.
- Study shall follow the IAC feasibility study guidelines.



DESIGN GOALS



Identify & address existing facility needs to modernize the facility, extend the useful life of the physical plant and operational systems, and increase the efficiency of the space and building systems.



Realignment of middle school grade configuration (Grades 5-8).



Address functional and educational deficiencies based on the Ed Spec, to meet 21st century educational standards.



Provide preliminary construction and project cost information to prioritize and budget for major projects to address facility needs.

METHODOLOGY



The design team:

- Reviewed existing drawings
- Reviewed approved Ed Spec
- Investigated the building envelope, structural systems & space usage
- Evaluated all program areas, site & building systems
- Observed daily site traffic
- Gathered input from administrative staff & building administrators.



Findings were evaluated based on:

- Life safety
- Accessibility
- Building codes
- Program needs
- Life cycle expectations and costs
- Sustainability goals
- CPTED safety & security principals (Crime Prevention through Environmental Design).

METHODOLOGY



Cost estimates include all construction costs associated with the project, including contractor overhead & profit, bonds & insurance, contingencies, escalation, and phasing premiums associated with each option.

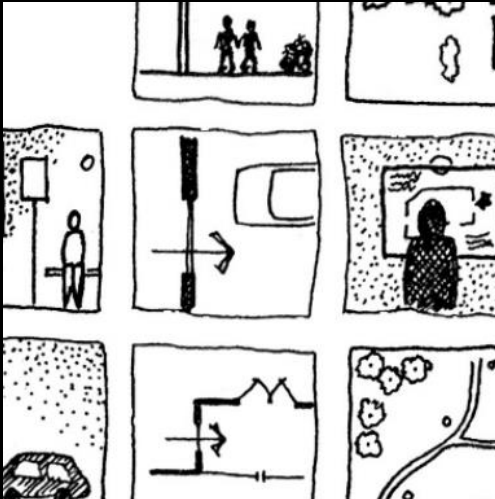
The estimates do NOT include design and engineering fees; permit fees; testing & inspections; financing; or furniture, furnishings & equipment (FF&E).

SAFETY & SECURITY

Crime Prevention Through Environmental Design (CPTED)

Primary Principles

- Natural Access Control
- Natural Surveillance
- Territorial Reinforcement
- Maintenance Policy, Procedure & Protocol



Importance: COMAR, MSDE & CDC

Security Goals

- Active & Passive Security Solutions
- Clear & Obvious Main Entry Point
- Secured Vestibule
- Define Public vs. Private

Safety Goals

- Maintain Clear Lines of Sight
- Intuitive Wayfinding
- Clearly Defined Site Circulation

SAFETY & SECURITY

Site Design Strategies

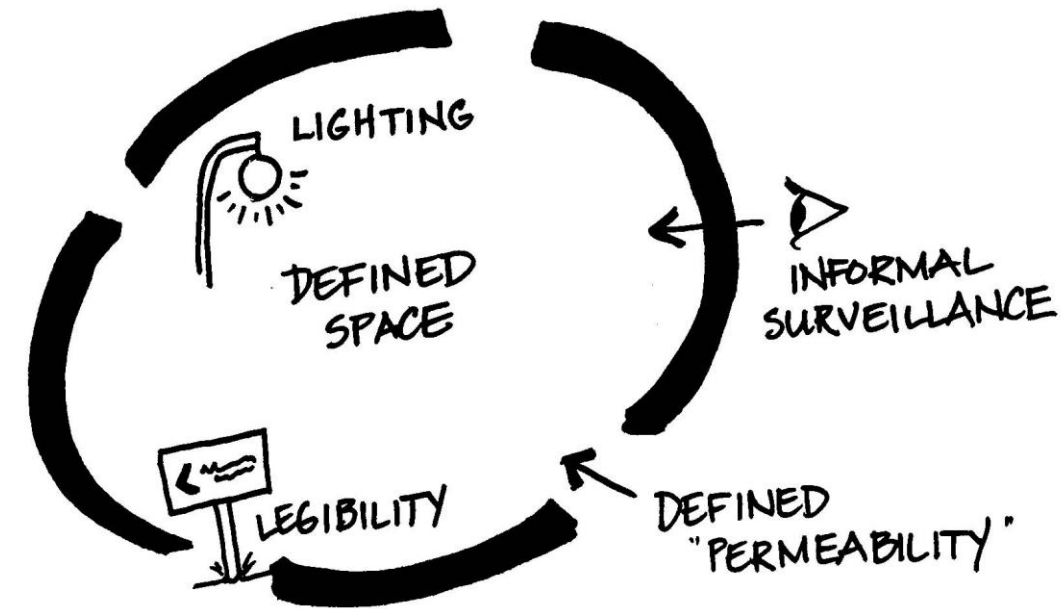
- Protective standoff perimeters
- Defined site access and routes
- Adequate site lighting
- Site visibility & surveillance

Facility Design Strategies

- Structural hardening
- Clear/identifiable main entrance
- Way-Finding
- Color
- Layered building security
- Building Surveillance

Operational Measures

- Staffing
- Policy and procedures
- Building analysis



A top-down view of several people's hands and forearms stacked together in a circle, symbolizing teamwork and collaboration. The hands are of various skin tones and are wearing different colored sleeves (orange, blue, grey, black). One person is wearing a black braided wristband. The background is a blurred indoor setting.

EXISTING FACILITY

Overview of Existing Building & Site

EXISTING FACILITY

Original Construction: 1950

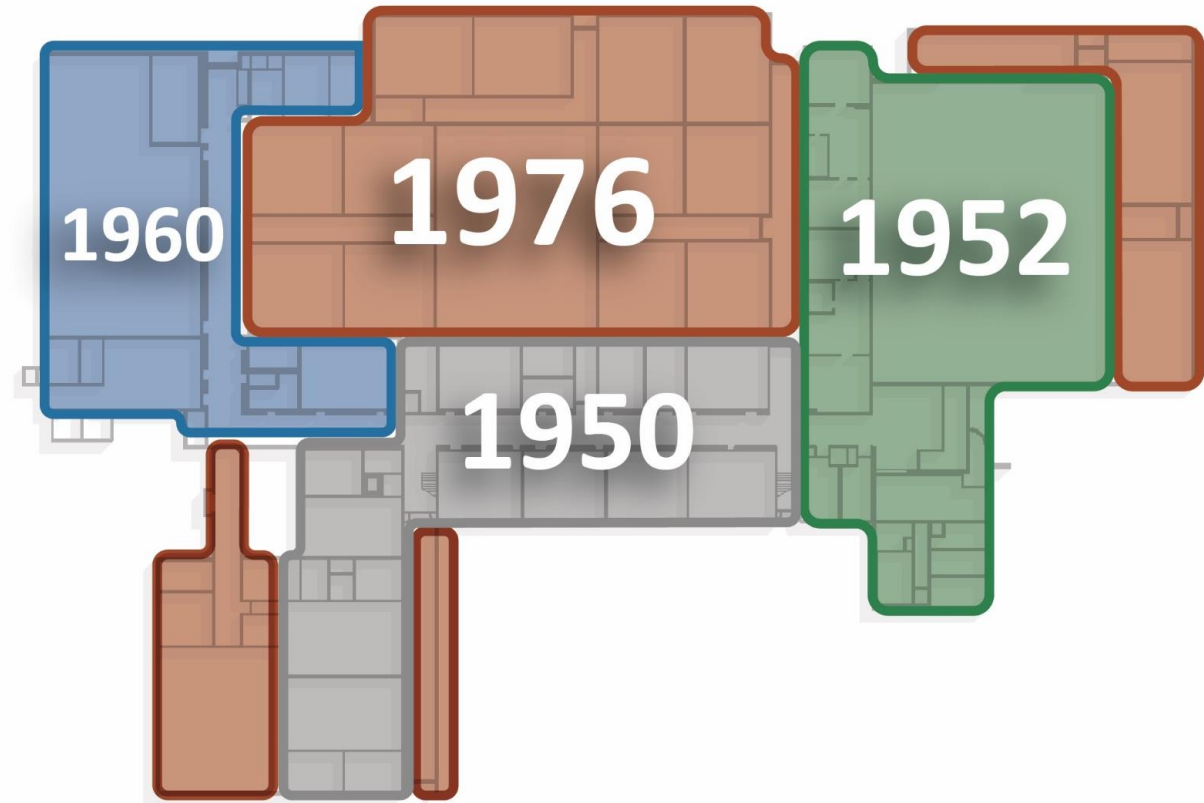
Additions: 1952

1960

1976

No comprehensive renovations since 1976.

- Code / ADA compliance
- Energy efficiency
- Age of building systems & building envelope
- Access to natural daylight
- Many different structural systems.



EXISTING BUILDING FLOOR PLAN –
DATES OF CONSTRUCTION



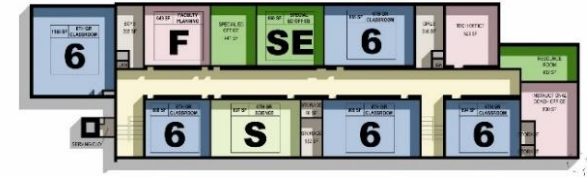


EXISTING FACILITY

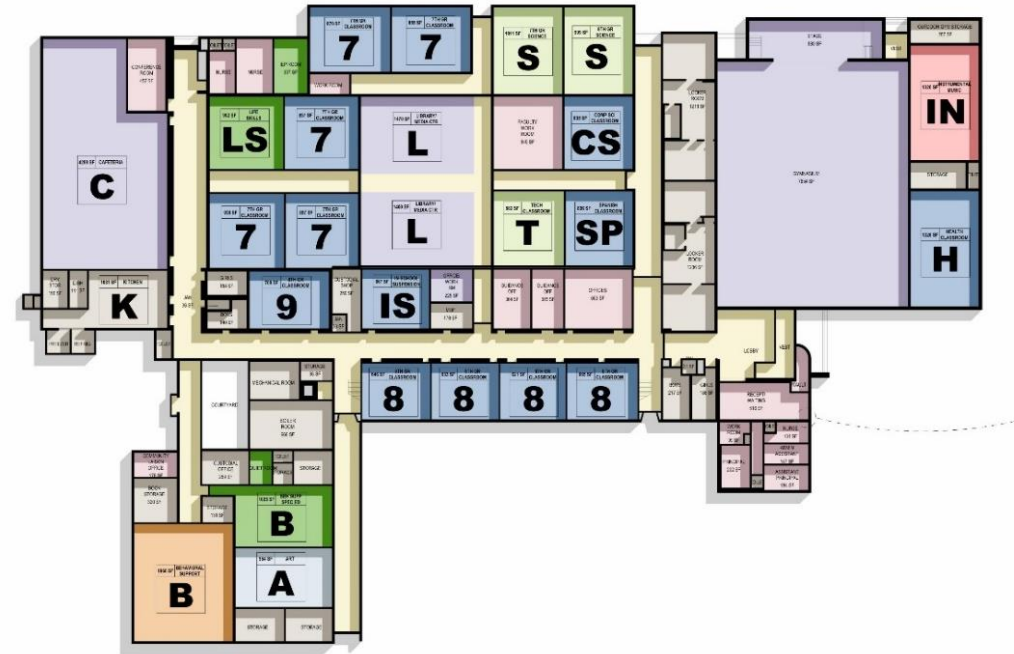
Current SRC.....	645
Current Enrollment (6-8).....	400
Proposed SRC.....	612
Projected Enrollment (5-8).....	520*
Construction Budget per Ed Spec.....	\$41.0 M

- Budget includes building construction, site development, and contingency.
- Budget Does NOT include site acquisition, consultant fees, FF&E or escalation.

* At 85% utilization as required by the IAC.



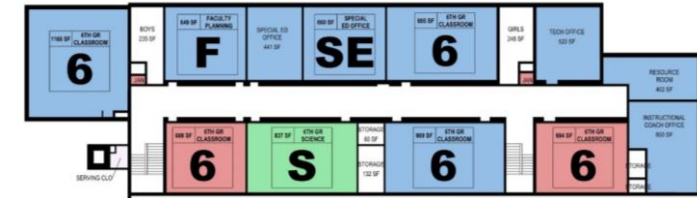
EXISTING 2nd FLOOR PLAN



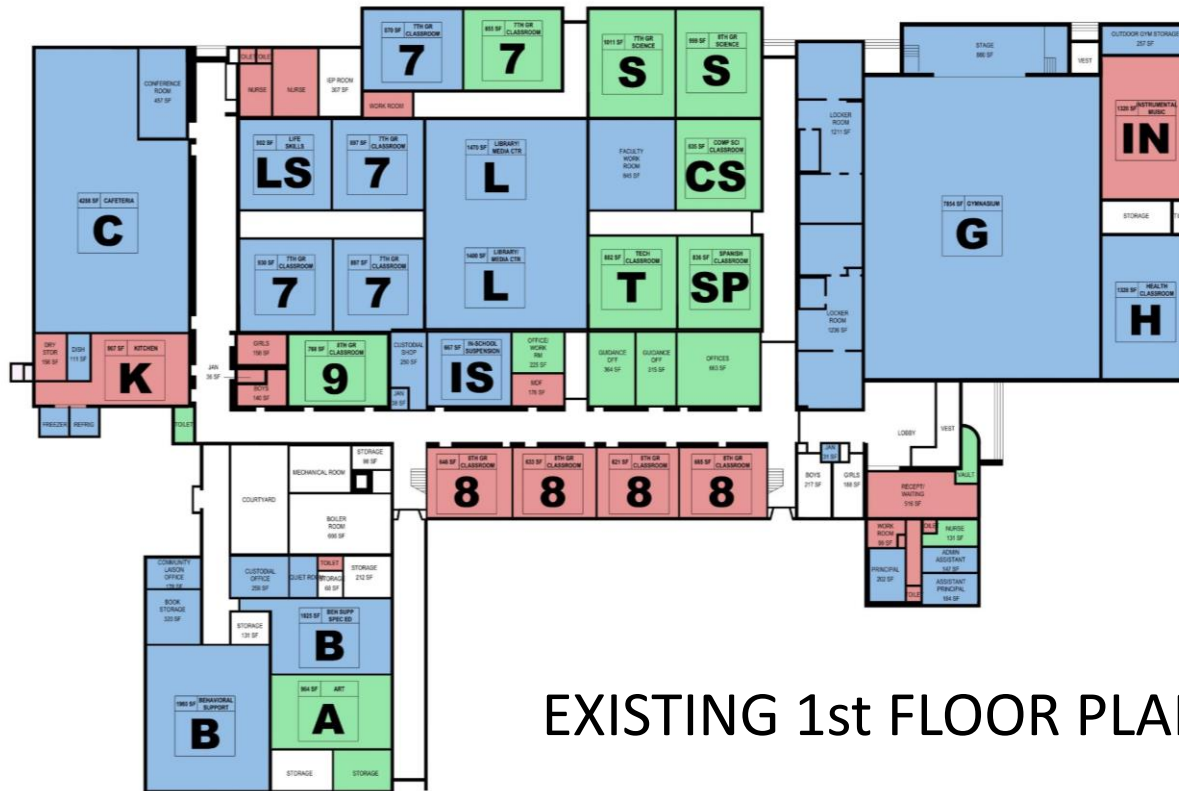
EXISTING 1st FLOOR PLAN

EXISTING BUILDING AREA = 78,785 SF

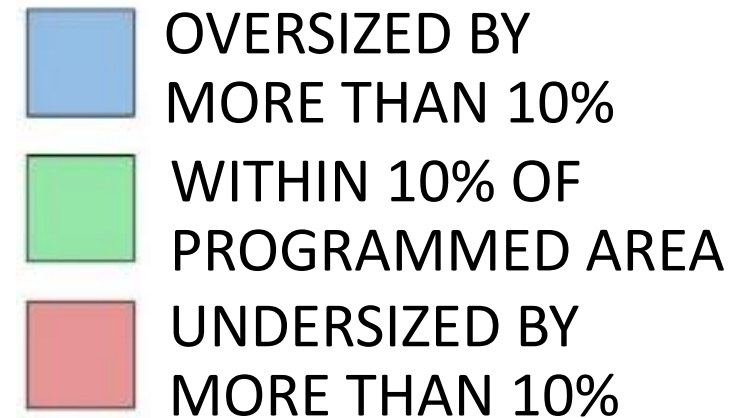
EXISTING SPACE ANALYSIS



EXISTING 2nd FLOOR PLAN



EXISTING 1st FLOOR PLAN



EXISTING MIDDLE SCHOOL SITE

- A. Bus drop-off
 - B. Parent drop-off
 - C. Staff parking, receiving
 - D. Community recreational area
-

Existing Site Challenges:

- Limited on-site parking
- Buses do not all fit in the bus drop-off zone
- Mixing of cars & buses
- No on-site parent drop-off



OPTIONS OVERVIEW

OPTION 1

RENOVATIONS /
ADDITIONS TO
EXISTING SCHOOL

Total Area:
+/- 87,785 gsf

Construction Cost
Subtotal:
\$49.8 M

ELIMINATED
BY SCHOOL
BOARD

40 months

OPTION 2

REPLACEMENT
MIDDLE SCHOOL AT
CHESTERTOWN SITE

Total Area:
+/- 88,250 gsf

Construction Cost
Subtotal:
\$55.8 M



24 months (18 occ.)

OPTION 3

REPLACEMENT
MIDDLE SCHOOL AT
ALTERNATIVE SITE

Total Area:
+/- 88,250 gsf

Construction Cost
Subtotal:
\$61.3 M*

ELIMINATED
BY SCHOOL
BOARD

18 months

OPTION 4

REPLACEMENT
MIDDLE SCHOOL AT
WORTON SITE

Total Area:
+/- 88,250 gsf

Construction Cost
Subtotal:
\$53.8 M



18 months

OPTION 5

REPLACEMENT AS
ATTACHMENT TO
KENT CO HS

Total Area (Additions):
+/- 72,900 gsf

Construction Cost
Subtotal:
\$48.1 M



20 months

* Add \$1 M site acquisition cost. Option 3 total: \$62.3 M



OPTION 1

Renovations / Additions to Existing School



Option 1: Renovations/Additions to Existing School

KENT COUNTY
MIDDLE SCHOOL

GEOTHERMAL
WELL FIELD

CEDAR STREET

ROLLING ROAD

BROWN STREET

E CAMPUS AVENUE

LOADING DOCK

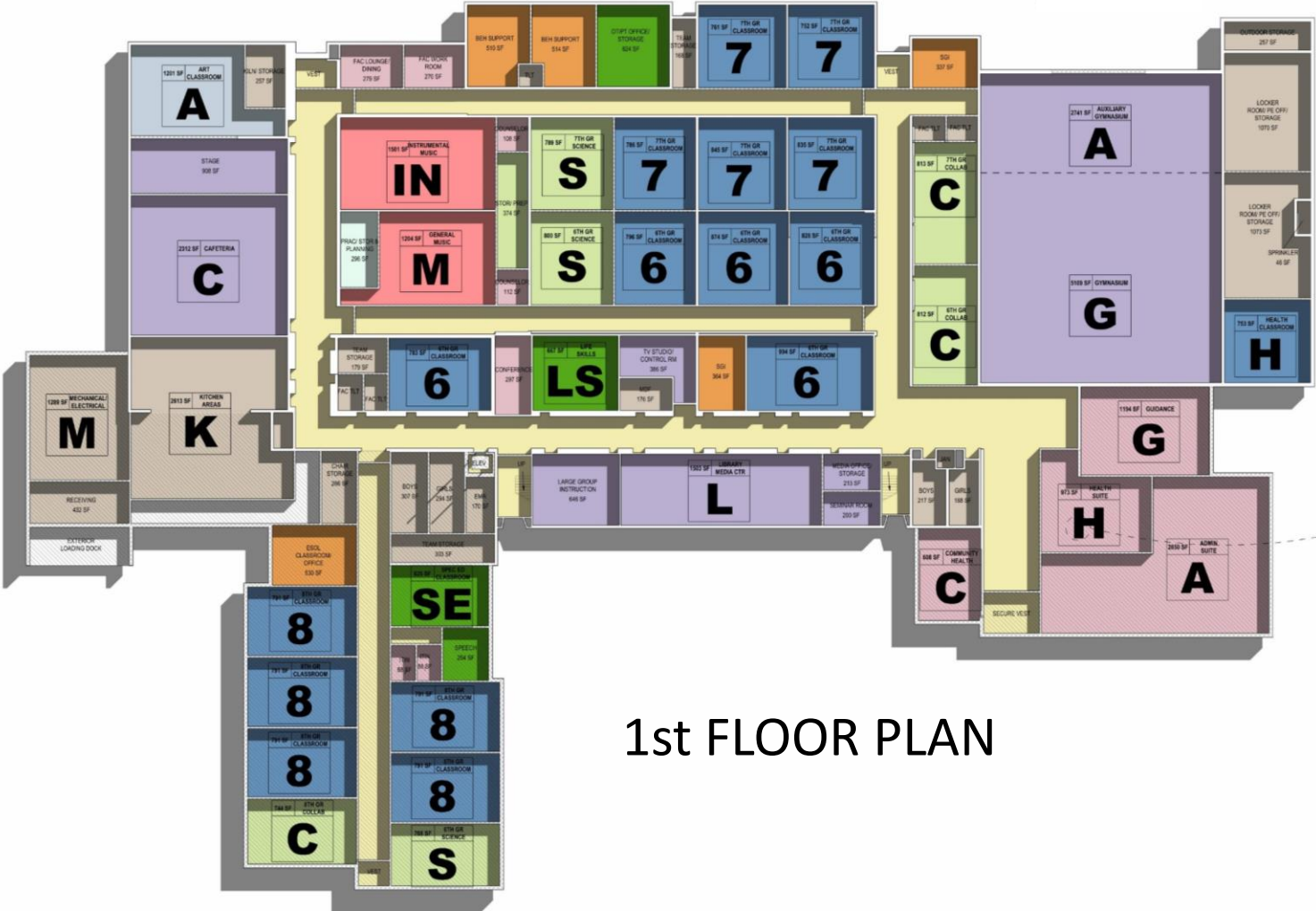
BUS PARKING
SCHOOL STREET

PARENT DROP-OFF

Option 1: Renovations/Additions to Existing School



2nd FLOOR PLAN



1st FLOOR PLAN

OPTION 1 - SUMMARY

RENOVATIONS / ADDITIONS TO EXISTING SCHOOL



Phased Occupied
Construction
Duration:
40 months



Total Area: 87,785 gsf

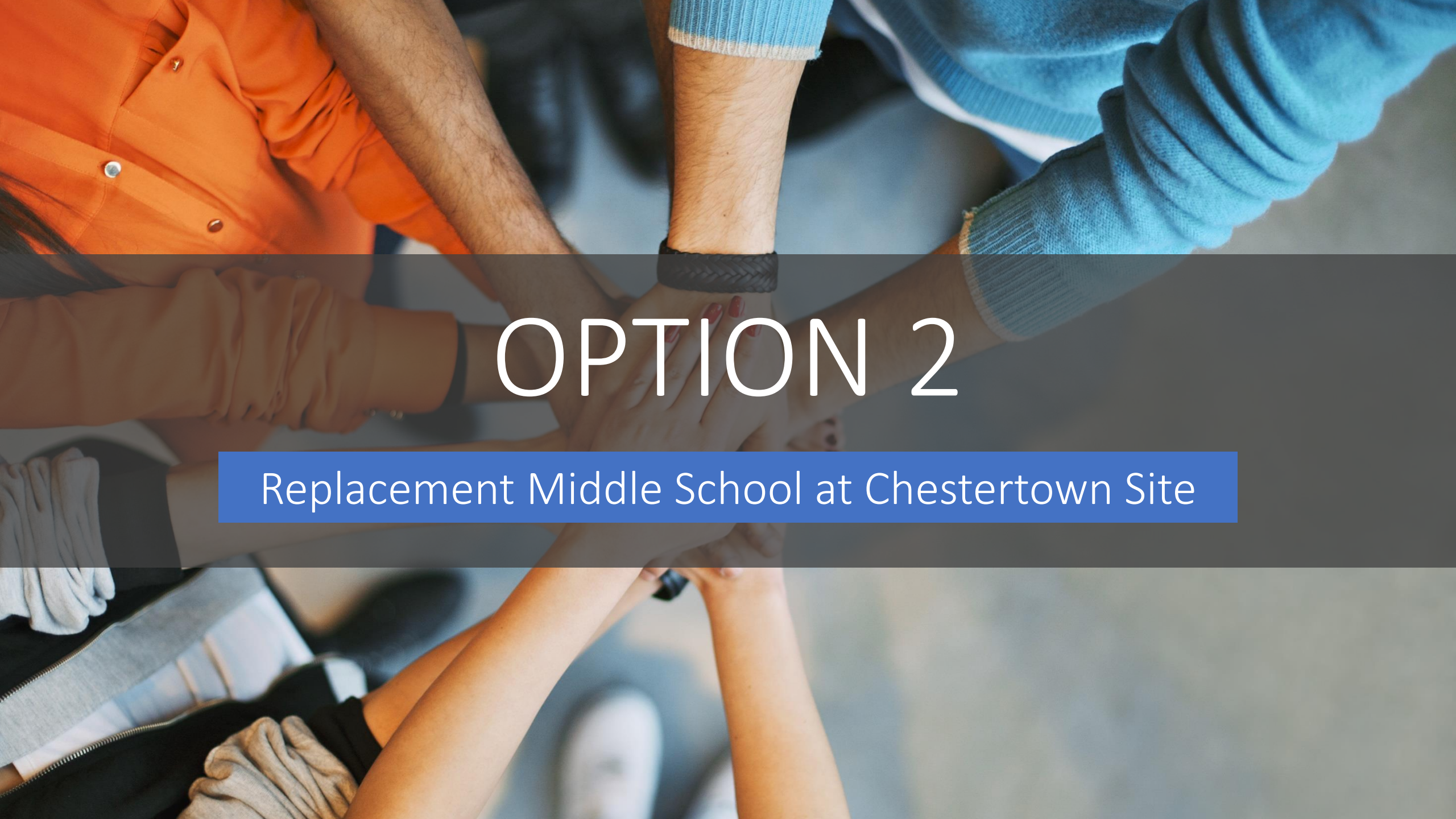
Construction
Cost
Subtotal:
\$49.8 M

Opportunities

- Maintains existing neighborhood site
- Supports the learning team concept
- Improves building systems, energy efficiency, and ADA accessibility
- Improves site traffic circulation and parking

Challenges

- Small site
- Phased, occupied construction, portable classrooms, long duration
- Many classrooms without windows
- Interior adjacencies are not ideal
- Inefficiency of existing building envelope
- Challenging renovation - existing systems
- Abatement of hazardous materials

A top-down view of several people's hands and forearms stacked in a circle, creating a human pyramid. The individuals are wearing various casual clothing, including an orange button-down shirt, a blue sweater, and a grey hoodie. The background is a blurred indoor setting.

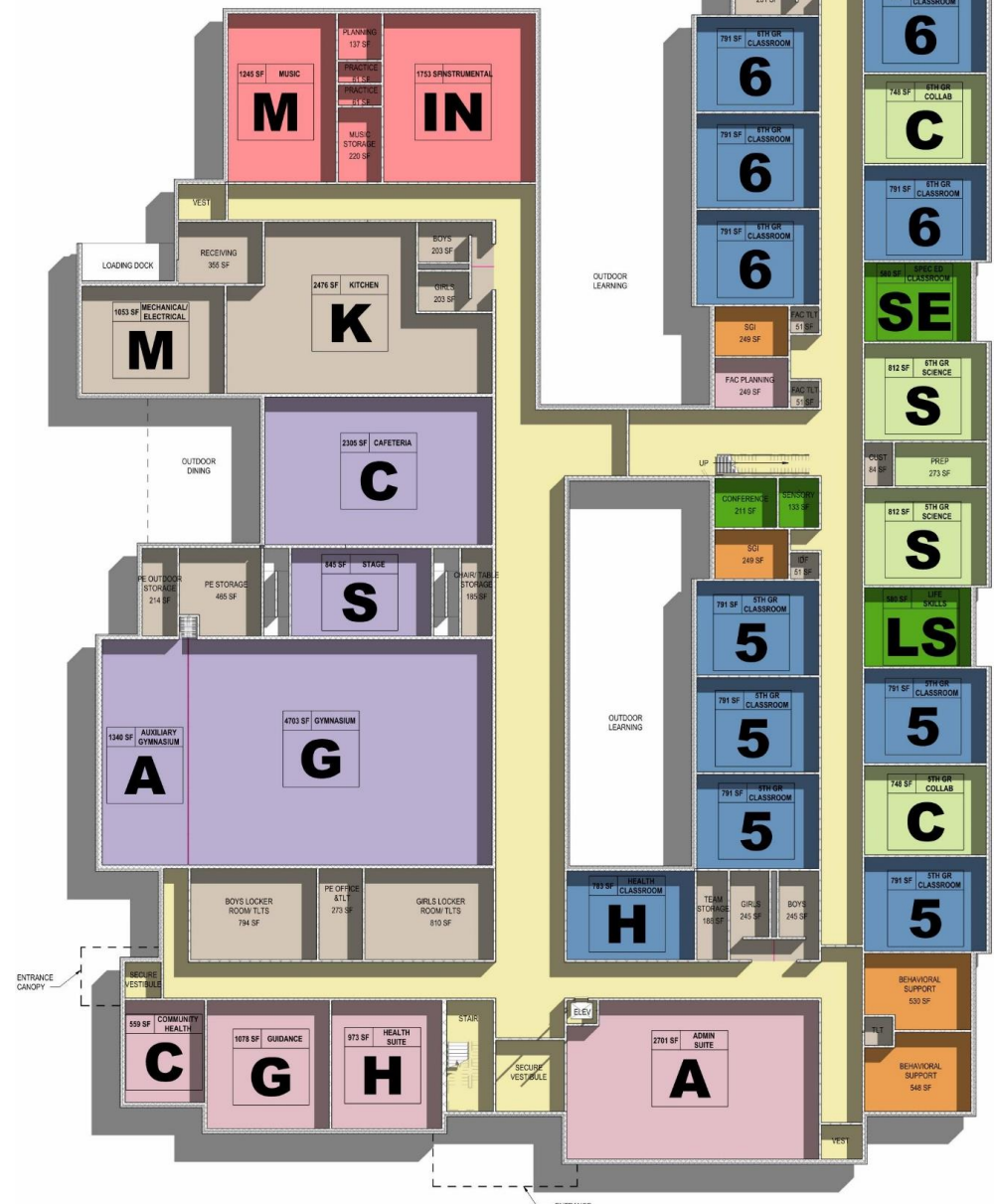
OPTION 2

Replacement Middle School at Chestertown Site

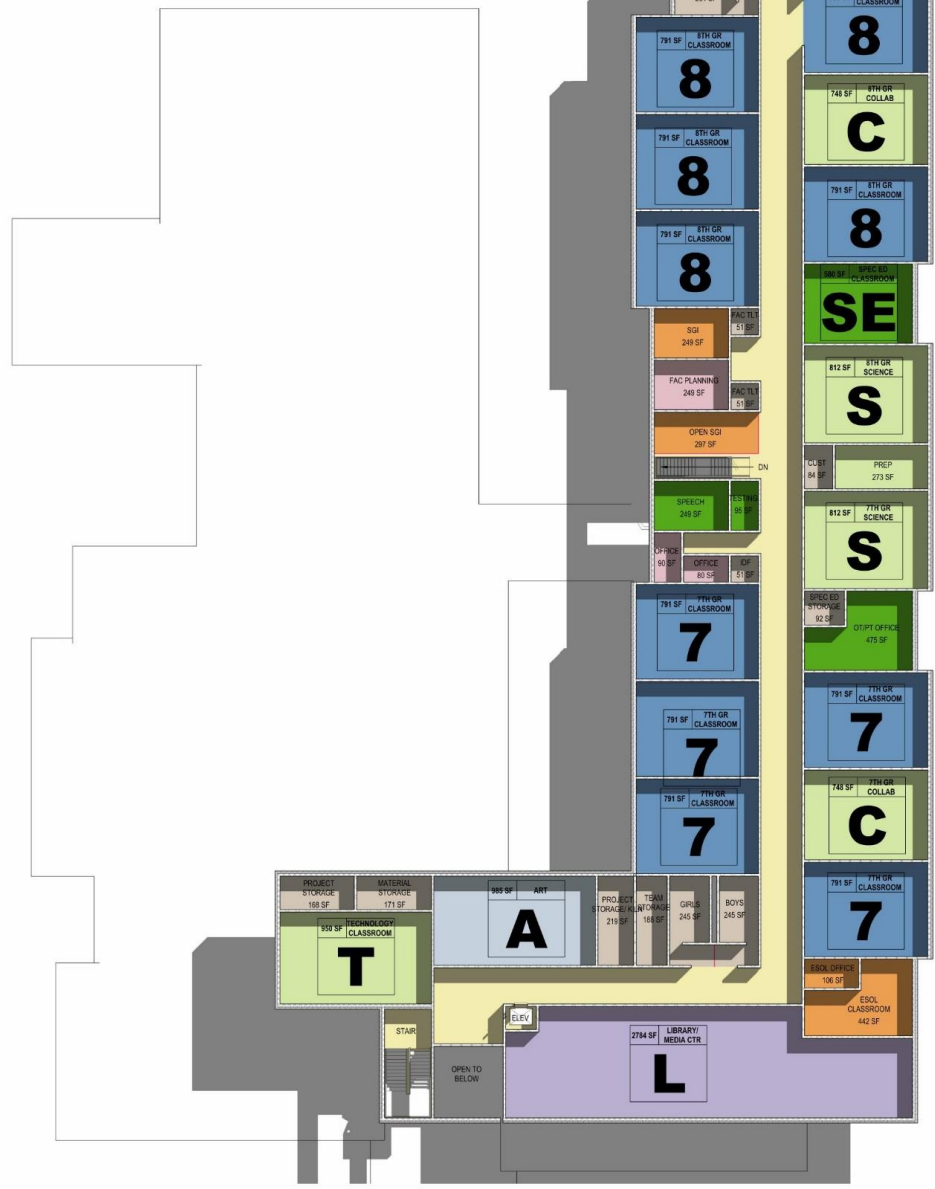
Option 2: Replacement Middle School at Chestertown Site



Option 2: Replacement Middle School at Chestertown Site



1st FLOOR PLAN



2nd FLOOR PLAN

OPTION 2 - SUMMARY

REPLACEMENT MIDDLE SCHOOL AT CHESTERTOWN SITE



Construction
Duration:
24 months
(18 months to
occupancy)



Total Area: 88,250 gsf

Construction
Cost
Subtotal:
\$55.8 M

Opportunities

- Maintains existing neighborhood site
- Supports the learning team concept
- New, modern energy efficient building
- Efficient building organization
- Greatly improves site traffic circulation and parking

Challenges

- Small site
- Will have some impact on the use of outdoor play areas during construction



OPTION 4

Replacement Middle School at the Worton Site

WORTON SITE CAMPUS PLAN

A. Kent Co. Community Center

B. Bus depot (former Worton
Elementary School)

C. High School Stadium

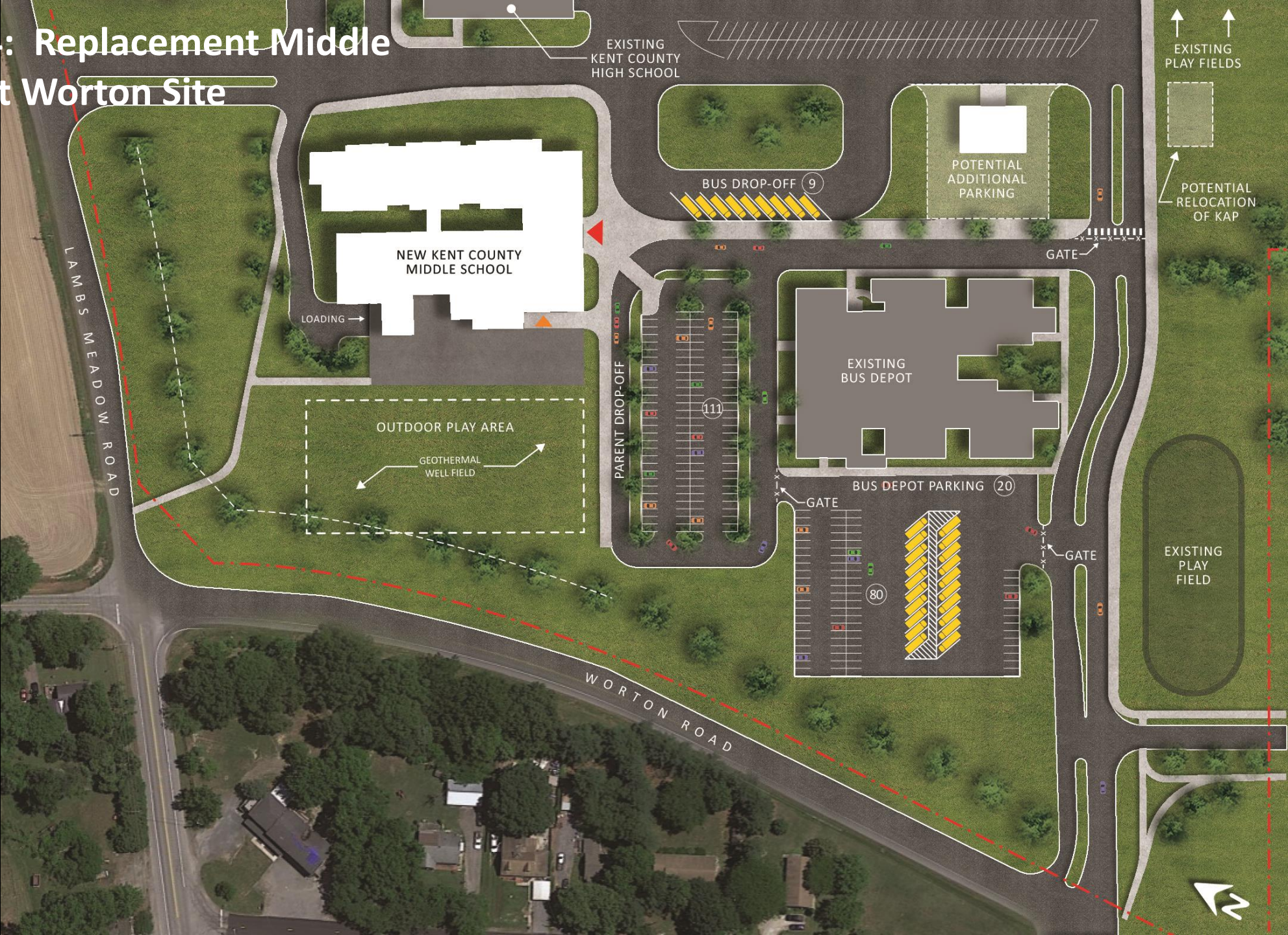
★ Proposed New KCMS

Existing Site Challenges:

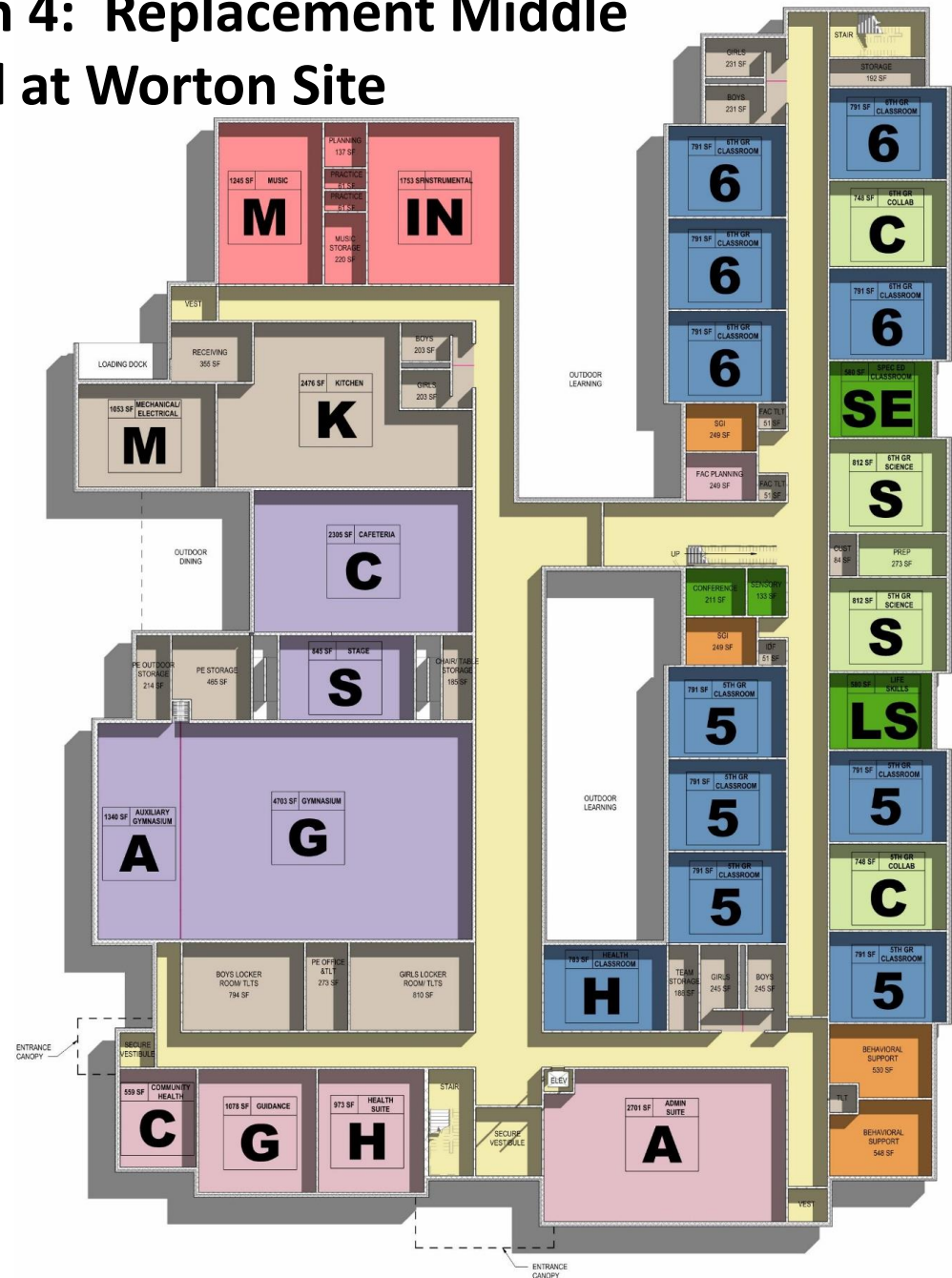
- Difficult wayfinding – HS main entrance is hard to find
- Mixing of cars & buses



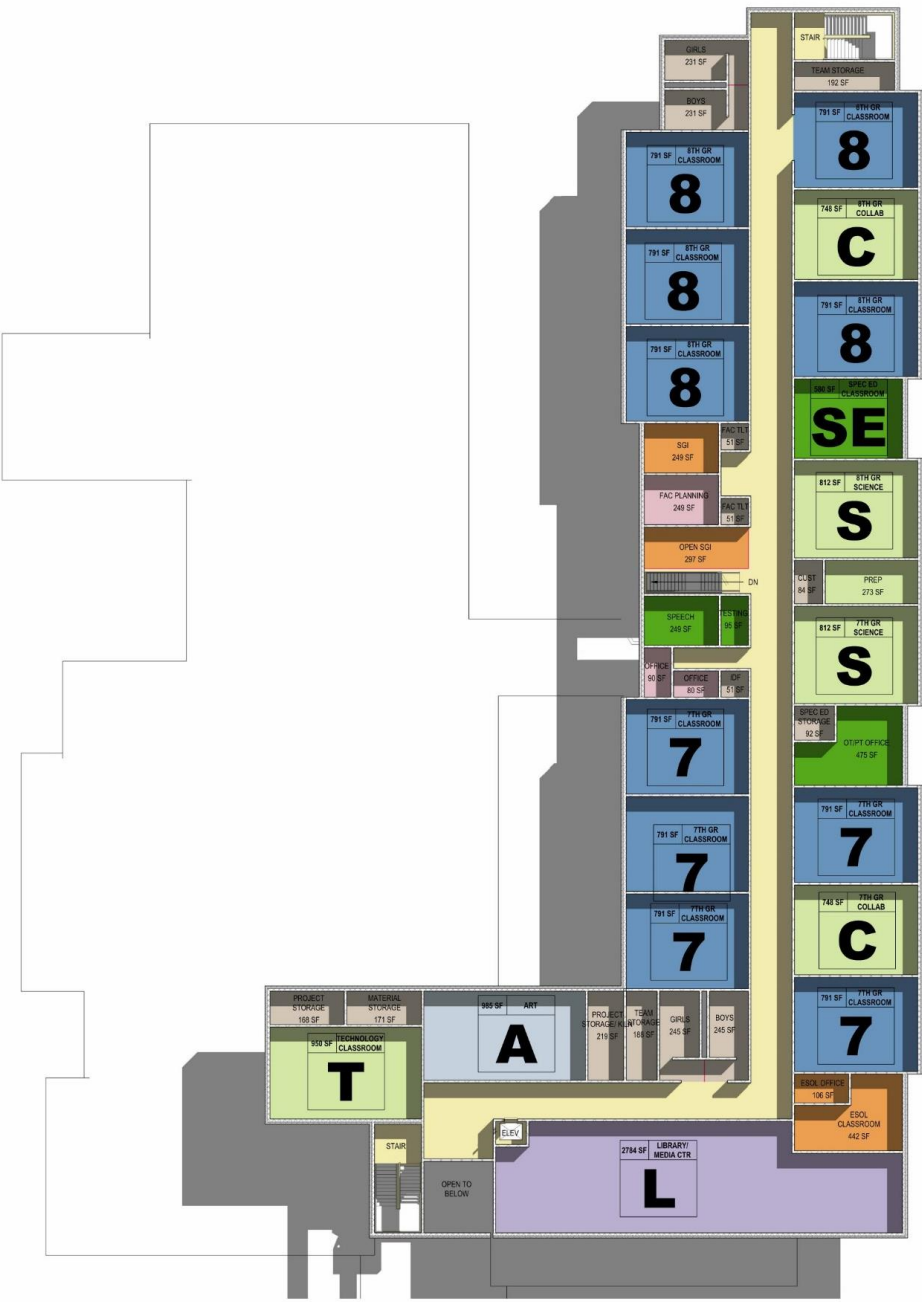
Option 4: Replacement Middle School at Worton Site



Option 4: Replacement Middle School at Worton Site



1st FLOOR PLAN



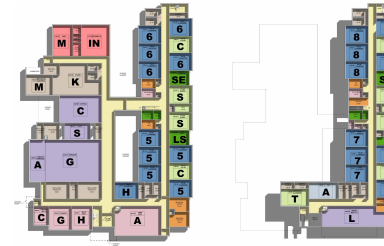
2nd FLOOR PLAN

OPTION 4 - SUMMARY

REPLACEMENT MIDDLE SCHOOL AT WORTON SITE



Construction
Duration:
18 months



Total Area: 88,250 gsf

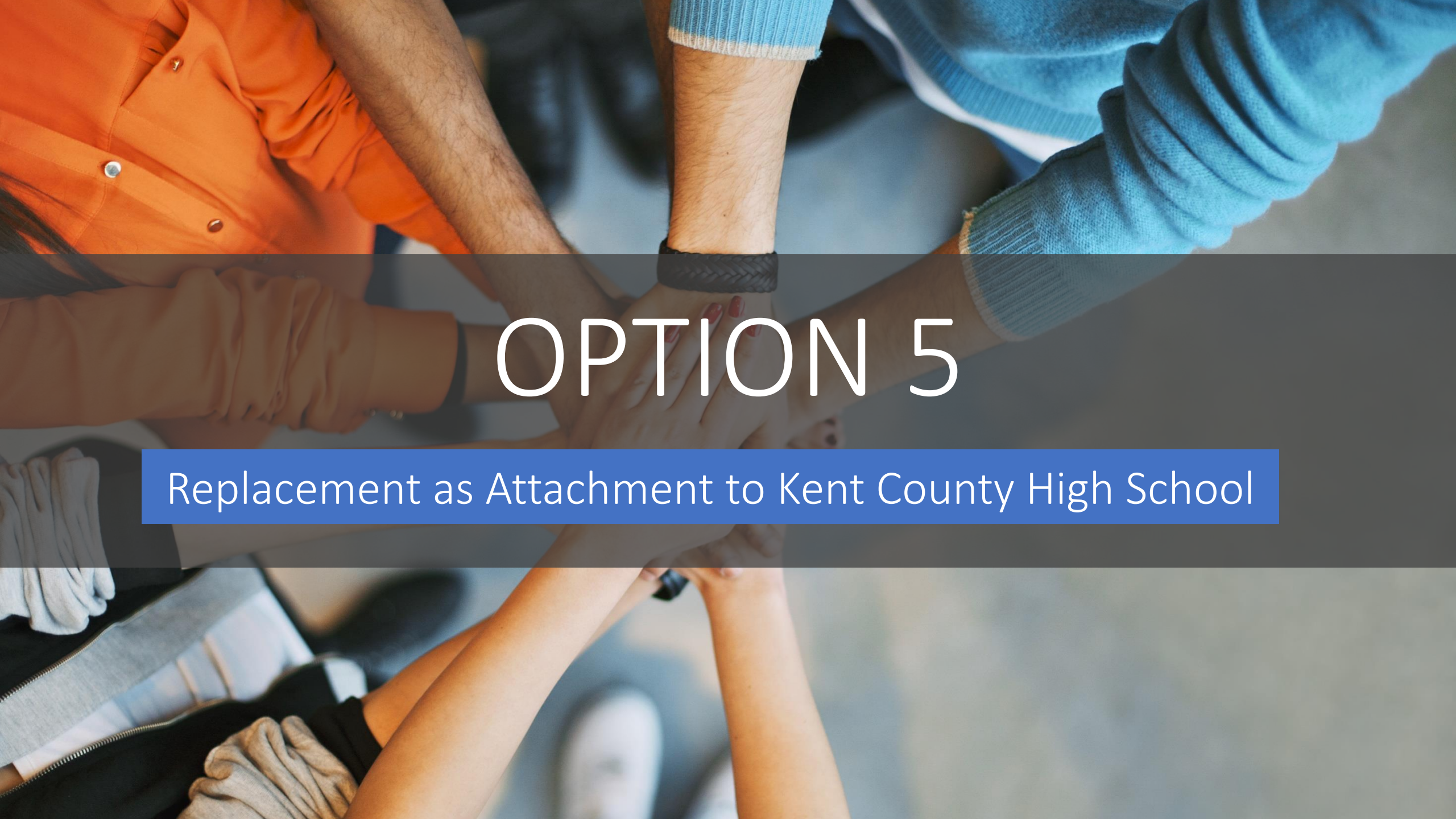
Construction
Cost
Subtotal:
\$53.8 M

Opportunities

- Opportunities for educational alignment between the MS and HS
- Supports the learning team concept
- New, modern energy efficient building
- Efficient building organization
- Good traffic circulation and parking – separate from HS

Challenges

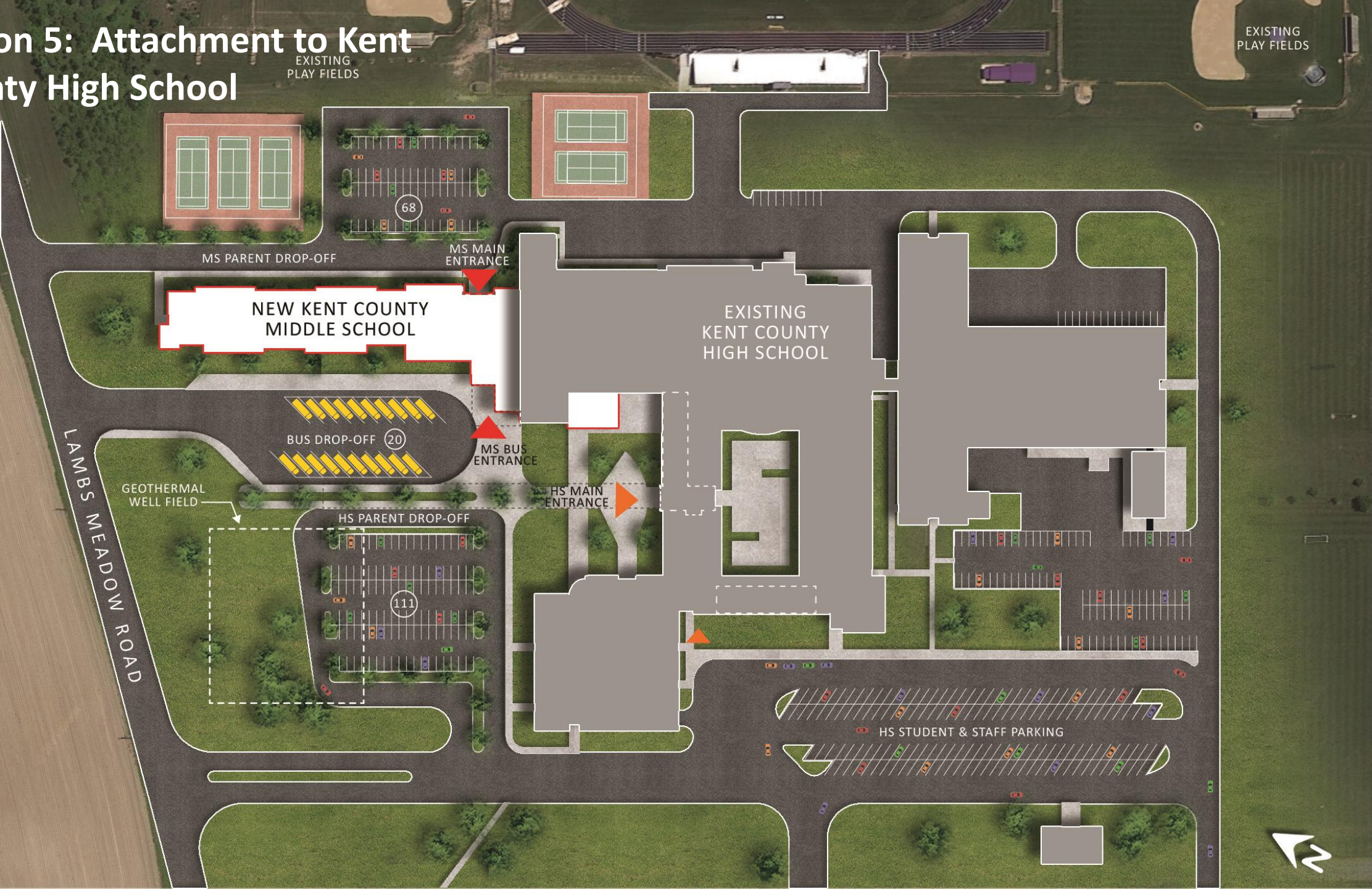
- Construction on the campus will have minor impact on the HS and Bus Depot.

A high-angle, top-down photograph of a group of people's arms and hands stacked together in a huddle. The hands are of various skin tones, and the sleeves of the clothing are visible, including an orange shirt, a blue sweater, and a grey hoodie. The background is a blurred indoor setting.

OPTION 5

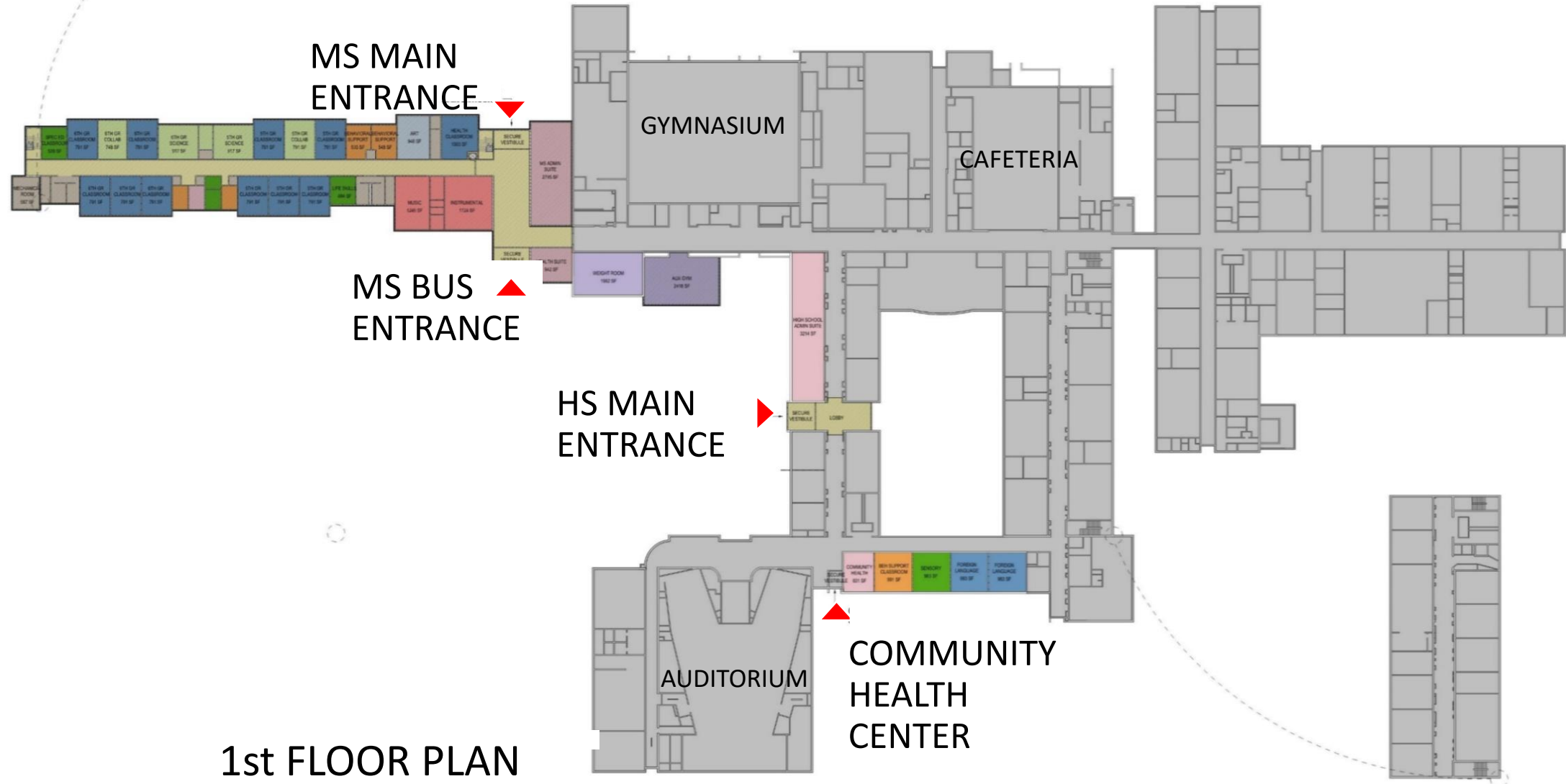
Replacement as Attachment to Kent County High School

Option 5: Attachment to Kent County High School



Option 5: Attachment to Kent County High School

2nd FLOOR PLAN



1st FLOOR PLAN

[illegible][illegible]

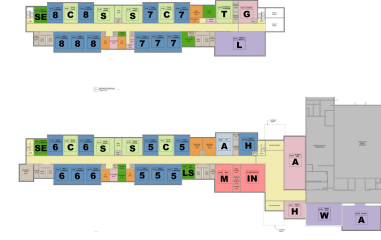
MIDDLE SCHOOL ADDITION -1stFLOOR PLAN

OPTION 5 - SUMMARY

ATTACHMENT TO KENT COUNTY HIGH SCHOOL



Construction
Duration:
20 months



Total Area: 72,900 gsf

Construction
Cost
Subtotal:
\$48.1 M

Opportunities

- New entrance/ identity for HS and improved site wayfinding
- Improved separation of bus and parent traffic
- Cost savings due to shared facilities

Challenges

- Difficult scheduling
- No comprehensive renovation of the HS
- No outdoor play space near the addition
- Some phased construction
- More opportunities for mixing of 5th and 8th grade students
- Potential mixing of Middle & High School students

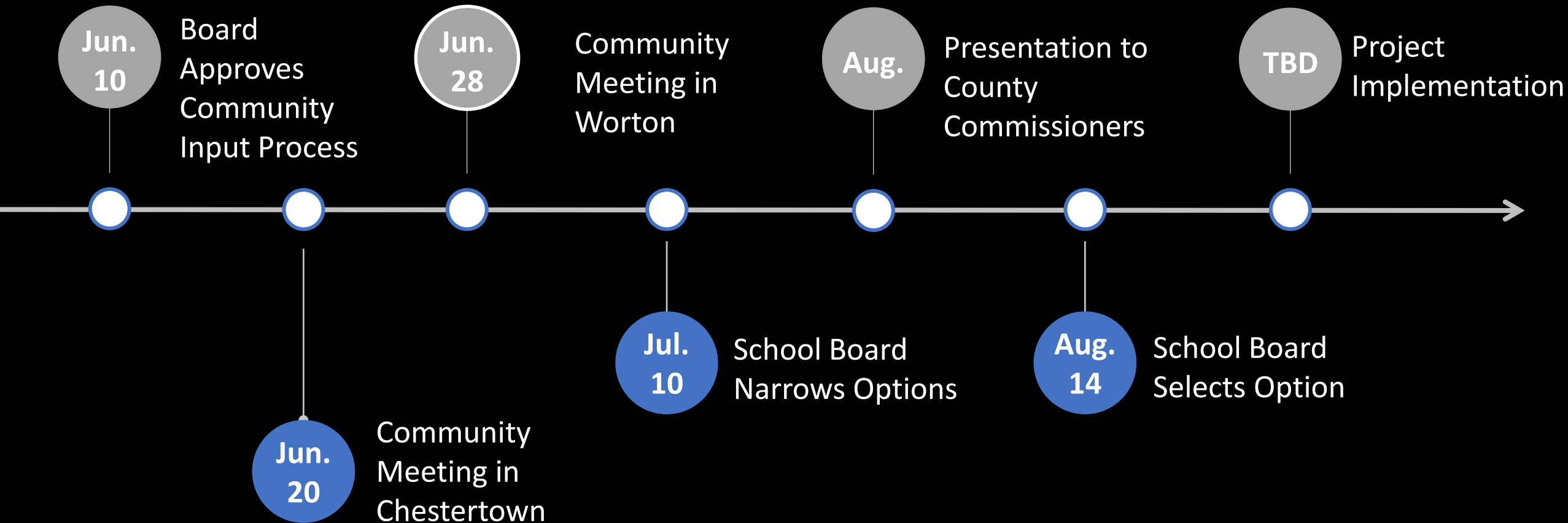
1	ADDITION / RENOVATION	40 mo. \$49.8 M	Pro: Con:	Familiar existing neighborhood site Small site, classrooms without daylight, energy inefficient, extensive phasing	ELIMINATED BY SCHOOL BOARD
2	REPLACE - CHESTERTOWN	24 mo. \$55.8 M	Pro: Con:	State-of-the-art facility, improved site circulation Small site, some phasing	
3	REPLACE – NEW SITE	18 mo. \$61.3 M	Pro: Con:	State-of-the-art facility Site acquisition cost, remote location	ELIMINATED BY SCHOOL BOARD
4	REPLACE - WORTON	18 mo. \$53.8 M	Pro: Con:	State-of-the-art facility, educational opportunities with HS, joint use of outdoor facilities, proximity to Community Center Minor construction impact on HS	
5	ATTACH TO HIGH SCHOOL	20 mo. \$48.1 M	Pro: Con:	Sim. To Option 4, plus joint use of indoor facilities (cost savings) Extreme difficulty aligning MS and HS schedules, outdoor play areas are remote, linear floor plan	ELIMINATED BY SCHOOL BOARD

A top-down view of a group of people's hands and forearms stacked in a circle, symbolizing teamwork and collaboration. The hands are of various skin tones, and the clothing includes an orange shirt, a blue sweater, and a grey hoodie. A semi-transparent dark grey horizontal band is overlaid across the center of the image.

STUDY TIMELINE

Schedule

STUDY TIMELINE



QUESTIONS?



Crabtree, Rohrbaugh & Associates
www.cra-architects.com



Arnessa Dowell, Director, Kent County Public Library
8/8/2023
County Commissioners Meeting

Item Summary:

FY2024 Certification for Cooperative Local-State Library Aid Programs

ATTACHMENTS:

Description

08.08.23 The Certification for Cooperative Local-State Library Aid Programs FY2024 By and Between Maryland State Library Agency and County Commissioners of Kent County



**CERTIFICATION FOR COOPERATIVE LOCAL-STATE LIBRARY AID
PROGRAMS FY 2024**

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 \$ 123,870 for this county will be utilized as noted below as State contributions.
- IV. The distribution of monies will be:

	<u>TOTAL COUNTY CONTRIBUTIONS</u>	<u>STATE SHARE</u>
Current Expense	\$ <u>756,152</u>	\$ <u>123,870</u>
Other Expense	\$ _____	\$ _____

08/02/03

DATE

08/08/23

DATE

John H. Silcox

FOR THE BOARD OF LIBRARY TRUSTEES

Ronnie Feldman

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:

Thursday, August 31, 2023



Arnessa Dowell, Director, Kent County Public Library
8/8/2023
County Commissioners Meeting

Item Summary:

FY2024 African American Heritage Preservation Program Grant Application Easement Letter

ATTACHMENTS:

Description

08.08.23 Barbara Fisher, Capital Grant Administrator, Maryland Historical Trust, FY2023 Historic Preservation Capital Grant Program Application, 207 Calvert Street, Hearse House, Letter of Support



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

August 8, 2023

Ms. Barbara Fisher
Capital Grant Administrator
Maryland Historic Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032

Re: Letter of Support – Kent County Public Library - Hearse House, 207 Calvert Street, Chestertown,
Maryland Grant Application to Maryland Historical Trust

Dear Ms. Fisher:

As the owners of the property located at 207 Calvert Street, Chestertown, MD 21620, for which an African American Heritage Preservation Program grant is being sought, we confirm our willingness to support the project and convey to the Maryland Historical Trust or other eligible entity a preservation easement or easement modification on the property or enter into a preservation agreement. We understand that our confirmation is a requirement of the grant application and that the preservation easement or preservation agreement imposes a financial obligation upon the property owners and a legal encumbrance/lien upon the easement property.

We hereby confirm that there are no less-than-fee simple interests (mortgages, leases, mineral rights, reversionary interests, etc.) in the property.

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

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

KCC/tlt

cc: Arnessa Dowell, Director, Kent County Public Library
Mike Moulds, Director, Public Works



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

Item Summary:

Worton Lagoon Sludge Removal Contract Closeout

ATTACHMENTS:

Description

08.08.23 Worton Cell I Sludge Removal Change Order No. 2 Project No. 1623102 EA Engineering, Science, and Technology Contractor Denali and Kent County Commissioners

08.08.23 Denali Water Solutions, LLC Worton Sludge Removal Payment 3 Invoice #507328, \$254,230.90

08.08.23 Denali Water Solutions, LLC Worton Cell 1 Sludge Removal Payment 4 (Final) Contract RFP#WW23-06, \$94,371.64

CHANGE ORDER NO. 2

Owner: Commissioners of Kent County
Engineer: EA Engineering, Science, and Technology Inc. PBC
Contractor: Denali
Project: Worton Cell 1 Sludge Removal
Contract Name: Worton Cell 1 Sludge Removal

Owner's Project No.:
Engineer's Project No.: 1623102
Contractor's Project No.:

Date Issued:
March 8, 2023

Effective Date of Change Order:
August 8, 2023

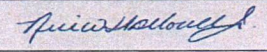
The Contract is modified as follows upon execution of this Change Order:
Description:

Balancing Change Order Based on completed quantities. Bid Item No. 3 Disposal of Sludge – Testing, Transport, and Disposal of Sludge at a Suitable Facility had a contract quantity of 1,250 Dry Tons. The Contractor has completed the sludge removal to the acceptance of Kent County Department of Public Works. The final quantity for Bid Item No. 3 was 802.5886 Dry Tons. This balancing change order reduces the quantity of Bid Item No. 3 to 802.5886 Dry Tons, or a reduction of 447.4114. The Bid Item No. 3 Unit Price is \$1,088. Therefore, this change order results in a reduction amount of 447.4114 Dry Tons x \$1,088/Dry Ton = \$486,783.65

Change in Contract Price	Change in Contract Times (Calendar Days)
Original Contract Price: \$ 1,400,500	Original Contract Times: Substantial Completion: 90 Ready for final payment: 120
Increase from previously approved Change Orders. \$ 30,000 (Change Order No. 1)	Increase from previously approved Change Orders Substantial Completion: 24 Ready for final payment: 24
Contract Price prior to this Change Order: \$ 1,430,500	Contract Times prior to this Change Order: Substantial Completion: 114 Ready for final payment: 144
Decrease this Change Order: \$ 486,783.65	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 943,716.35	Contract Times with all approved Change Orders: Substantial Completion: 114 Ready for final payment: 144

Recommended by Engineer

By: EA Engineering, Science, and
Technology Inc. PBC, Darl Kolar, P.E.

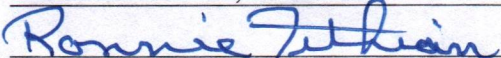
Signed: 

Date: July 31, 2023

Authorized by Owner

By: Commissioners of Kent County,

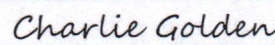
Ronald H. Fithian, President

Signed: 

Date: August 8, 2023

Accepted by Contractor

Denali, Charlie Golden, GM



July 31, 2023

Contractor's Application for Payment No.

3

Application Period: 5/1/2023 - 6/30/23		Application Date: 6/30/2023
Kent County Department of To (Owner): Public Works	From (Contractor): Denali Water Solutions	Via (Engineer): EA Engineering, Science and Technology, Inc., PBC
Project: Worton Cell 1 Sludge	Contract: Worton Cell 1 Sludge Removal	
Owner's Contract No.: RFP # WW 23-06	Contractor's Project No.:	Engineer's Project No.: EA Project No. 1623101

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$30,000	
TOTALS	\$30,000	
NET CHANGE BY CHANGE ORDERS	\$30,000	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,400,500.00
2. Net change by Change Orders.....	\$	\$30,000.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,430,500.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$943,716.35
5. RETAINAGE:		
a. 10% X # \$943,716.35 Work Completed.....	\$	\$94,371.63
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$94,371.63
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$849,344.71
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$239,110.22
8. AMOUNT DUE THIS APPLICATION.....	\$	\$610,234.49
9. BALANCE TO FINISH (Column G on Progress Estimate).....	\$	\$486,783.65

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Charlie Golden

Date: 7/18/2023

Payment of: \$ \$610,234.49
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Spencer Holloway* July 24, 2023
(Engineer) (Date)

Payment of: \$ \$610,234.49
(Line 8 or other - attach explanation of the other amount)

is approved by: *Ronnie Zethman* 08/08/23
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): Worton Cell 1 Sludge Removal				Application Number:				
---	--	--	--	---------------------	--	--	--	--

Progress Estimate

Contractor's Application

For (contract):							Application Number:			
Application Period:							Application Date:			
A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

[illegible]

CHANGE ORDER NO. 1

Owner: Commissioners of Kent County
Engineer: EA Engineering, Science, and Technology Inc. PBC
Contractor: Denali
Project: Worton Cell 1 Sludge Removal
Contract Name: Worton Cell 1 Sludge Removal

Owner's Project No.:
Engineer's Project No.: 1623102
Contractor's Project No.:

Date Issued:
March 8, 2023

Effective Date of Change Order:
June 13, 2023

The Contract is modified as follows upon execution of this Change Order:

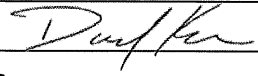
Description:

Removal of accumulated sludge from Digester No. 1 and No.2 at the Worton Wastewater Treatment Plant. Denali estimates between 50 and 75 Dry Tons of accumulated sludge within both digesters. Removal of the sludge will be at the contract unit price of \$1,088/dry ton. To complete the sludge removal from the digesters, additional equipment is required. Denali will be mobilizing a 25hp trash pump, 25 hp cut water pump, telehandler, and conveyance hoses.

Change in Contract Price	Change in Contract Times (Calendar Days)
Original Contract Price: \$ 1,400,500	Original Contract Times: Substantial Completion: 90 Ready for final payment: 120
Increase from previously approved Change Orders. \$ N/A	Increase from previously approved Change Orders Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,400,500	Contract Times prior to this Change Order: Substantial Completion: 90 Ready for final payment: 120
Increase this Change Order: \$ 30,000	Increase this Change Order: Substantial Completion: 24 Ready for final payment: 24
Contract Price incorporating this Change Order: \$ 1,430,500	Contract Times with all approved Change Orders: Substantial Completion: 114 Ready for final payment: 144

Recommended by Engineer

By: EA Engineering, Science, and
Technology Inc. PBC, Darl Kolar, P.E.

Signed: 

Date: June 7, 2023

Authorized by Owner

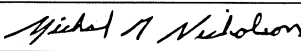
By: Commissioners of Kent County,
Ronald H. Fithian, President

Signed: _____

Date: June 13, 2023

Accepted by Contractor

Denali, Michael Nicholson, Vice President



June 7, 2023



Denali Water Solutions LLC
PO Box 3036
Russellville AR 72801

Invoice

#INV507328

Date: 5/31/2023

Terms: Net 30

Customer Number: 599122766

Invoice Due Date: 7/13/2023

Blanket PO: RFP # WW 23-06

Bill To

Kent County DPW
709 Morgnec RD
Chestertown MD 21620

Order Number	Customer PO #	Ship From	Facility ID	Invoice Memo
SO213863184	Pay App 3 (May only)	Chestertown, MD	Worton	

Ticket Date	Ticket #	Scale Ticket Number	Description	Units	Quantity	Rate	Amount
5/31/2023			Item 1 - Mobilization	Ea	1	\$3,333.33	\$3,333.33
5/31/2023			Item 3 - Processing & Disposal of Sludge	DTon	332.928	\$1,088.00	\$362,226.21
5/31/2023			Subtotal				\$365,559.54
5/31/2023			Retainage 10%			-10%	(\$36,555.95)
Subtotal							\$329,003.59
Tax (%)							\$0.00
Total							\$329,003.59

Invoice # INV507328 Remit To

Denali Water Solutions LLC
P.O. Box 740903
Atlanta, GA 30374-0903

For ACH payment: PNC Bank, N.A. Routing:031207607
Account:8026373426
Email remittance info to ARRemittance@denaliwater.com
Questions call (479) 498-0500

Customer Signature: _____



Denali Water Solutions LLC
PO Box 3036
Russellville AR 72801

Invoice

#INV540104

Date: 6/30/2023

Terms: Net 30

Customer Number: 599122766

Invoice Due Date: 8/16/2023

Blanket PO: RFP # WW 23-06

Bill To

Kent County DPW
709 Morgnec RD
Chestertown MD 21620

Order Number	Customer PO #	Ship From	Facility ID	Invoice Memo
SO213872096	Pay App 3 (Jun only)	Chestertown, MD	Worton	

Ticket Date	Ticket #	Scale Ticket Number	Description	Units	Quantity	Rate	Amount
6/30/2023			Item 1 - Mobilization	Ea	1	\$3,333.34	\$3,333.34
6/30/2023			Item 2 - Site Work & Erosion Control	Ea	1	\$2,750.00	\$2,750.00
6/30/2023			Item 3 - Processing & Disposal of Sludge	DTon	254.04	\$1,088.00	\$276,395.44
6/30/2023			Subtotal				\$282,478.78
6/30/2023			Retainage 10%			-10%	(\$28,247.88)
Subtotal							\$254,230.90
Tax (%)							\$0.00
Total							\$254,230.90

Invoice # INV540104 Remit To

Denali Water Solutions LLC
P.O. Box 740903
Atlanta, GA 30374-0903

For ACH payment: PNC Bank, N.A. Routing:031207607
Account:8026373426
Email remittance info to ARRemittance@denaliwater.com
Questions call (479) 498-0500

Customer Signature: _____



Denali Water Solutions LLC
PO Box 3036
Russellville AR 72801

Invoice

#INV540421
Date: 6/30/2023
Terms: Net 30
Customer Number: 599122766
Invoice Due Date: 8/17/2023
Blanket PO: RFP # WW 23-06

Bill To

Kent County DPW
709 Morgnec RD
Chestertown MD 21620

Order Number	Customer PO #	Ship From	Facility ID	Invoice Memo
SO213872511	Pay App 3 (Jun chg order)	Chestertown, MD	Worton	

Ticket Date	Ticket #	Scale Ticket Number	Description	Units	Quantity	Rate	Amount
6/30/2023			Item 4 - Change Order Additional Mobilization	Ea	1	\$30,000.00	\$30,000.00
6/30/2023			Subtotal				\$30,000.00
6/30/2023			Retainage 10%			-10%	(\$3,000.00)
Subtotal							\$27,000.00
Tax (%)							\$0.00
Total							\$27,000.00

Invoice # INV540421 Remit To

Denali Water Solutions LLC
P.O. Box 740903
Atlanta, GA 30374-0903

For ACH payment: PNC Bank, N.A. Routing:031207607
Account:8026373426
Email remittance info to ARRemittance@denaliwater.com
Questions call (479) 498-0500

Customer Signature: _____

Contractor's Application for Payment No.

4

Application Period: 6/30/2023 - 7/31/23		Application Date: 7/31/2023
Kent County Department of To (Owner): Public Works	From (Contractor): Denali Water Solutions	Via (Engineer): EA Engineering, Science and Technology, Inc., PBC
Project: Worton Cell 1 Sludge	Contract: Worton Cell 1 Sludge Removal	
Owner's Contract No.: RFP # WW 23-06	Contractor's Project No.:	Engineer's Project No.: EA Project No. 1623101

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,400,500.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	(\$456,783.65)
1	\$30,000		3. Current Contract Price (Line 1 ± 2).....	\$	\$943,716.35
2		\$486,783.65	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$943,716.35
			5. RETAINAGE:		
			a. 10% X # \$943,716.35 Work Completed.....	\$	\$94,371.64
			b. X Stored Material.....	\$	
			c. Total Retainage (Line 5a + Line 5b).....	\$	\$94,371.64
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$943,716.35
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$849,344.71
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$94,371.64
			9. BALANCE TO FINISH (Column G on Progress Estimate).....	\$	0
TOTALS	\$30,000	\$486,783.65			
NET CHANGE BY CHANGE ORDERS	(\$456,783.65)				

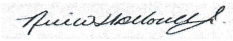
Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Charlie Golden

Date: 07/31/2023

Payment of: \$ \$94,371.64
(Line 8 or other - attach explanation of the other amount)

is recommended by:  July 31, 2023
(Engineer) (Date)

Payment of: \$ * 94,371.64
(Line 8 or other - attach explanation of the other amount)

is approved by:  08/08/23
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): Worton Cell 1 Sludge Removal				Application Number: 4				
Application Period: 5/1/2023 - 6/30/23				Application Date: 6/30/2023				
A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
1	Mobilization	\$35,000.00	\$35,000.00			\$35,000.00	100.0%	
2	Erosion Control and Site Work	\$5,500.00	\$5,500.00			\$5,500.00	100.0%	\$0.00
3	Processing and Disposal of Sludge for loads	\$1,360,000.00	\$873,216.35			\$873,216.35	64.2%	\$486,783.65
4	Change order number 1 - additional mobilization	\$30,000.00	\$30,000.00			\$30,000.00	100.0%	
5	Change order number 2 - Bid Item 3 Quantity Balance	(\$486,783.65)		(\$486,783.65)		(\$486,783.65)	100.0%	(\$486,783.65)
Totals		\$943,716.35	\$943,716.35	(\$486,783.65)		\$456,932.70		

Progress Estimate

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]



Herbert Dennis, Warden, Kent County Detention Center
8/8/2023
County Commissioners Meeting

Item Summary:

Correct Rx, Pharmacy Services Contract Renewal

ATTACHMENTS:

Description

08.08.23 Correct Rx Pharmacy Services Agreement Renewal By and Between Kent County Detention Center Kent County and Correct Rx Pharmacy Services



AGREEMENT RENEWAL TO PROVIDE PHARMACY SERVICES

This agreement, by and between Kent County Detention Center (hereinafter "Kent County") and Correct Rx Pharmacy Services, Inc. a Maryland corporation (hereinafter "Correct Rx").

STATEMENT OF WORK

Presently Kent County is providing health care services to detainees at the Kent County Detention Center (hereinafter referred to as "Facility"). As part of its responsibilities, Kent County is responsible to provide medications to detainees at this Facility (hereinafter "Medications").

Kent County wishes to utilize the services of Correct Rx and, correspondingly, Correct Rx wishes to provide such services to Kent County.

Now, therefore, Kent County and Correct Rx do hereby agree as follows:

1. Kent County's Utilization of Correct Rx's Services

For the term of this Agreement, Kent County will, when available, make best efforts to utilize the services of Correct Rx for the providing of Medications at this Facility.

2. Term of this Agreement

This Agreement shall be for a term of one (1) year commencing July 1, 2023 and shall automatically renew annually thereafter, unless otherwise terminated as set forth herein.

3. Scope of Work

Throughout the term of this Agreement, Correct Rx agrees to provide the following services at the Facility:

- Fill and Deliver Prescription. Correct Rx will fill all Medications daily, Monday through Saturday. All orders faxed to Correct Rx by 4:00 p.m. Eastern Time daily, Monday through Friday will be filled and delivered to the Facility the next day. All orders faxed to Correct Rx before 12:00 noon Eastern Time on Saturday will be filled and delivered to the Facility on Monday unless notified otherwise. The Facility agrees to cooperate with Correct Rx regarding ordering schedule.

- Holidays. Correct Rx will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. Correct Rx will provide written notice to the Facility in advance of any changes in the schedule for ordering or delivery due to holidays.
- Emergency Service. Correct Rx will contract with a local pharmacy to provide all emergency medications that cannot be received by the normal delivery process. Correct Rx will invoice Kent County for all emergency medications at the cost charged to Correct Rx.
- Dispensing System. Correct Rx will dispense most medications utilizing a "blister card" medication packaging system.
- Medication Quantities. Correct Rx shall dispense oral tablets and capsule medications in quantities requested by the Facility depending on the frequency of the dosing and the needs of the Facility.
- Controlled Substances. Correct Rx agrees to provide all prescribed controlled substances in blister cards of 30 doses for easy accountability and will dispose of unused controlled substances, at no expense to the Facility, according to applicable State and Federal regulations.
- Intravenous Fluids. Correct Rx will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.
- Drug Box. Correct Rx shall maintain a drug box located at the Facility. Items in each drug box will be determined in consultation with Kent County's Health Administrator and the Medical Director.
- Generic Medications. Correct Rx shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.
- Equipment: Fax Machine. Correct Rx will loan a fax machine to the Facility for the transmission of physician's orders to the pharmacy. Correct Rx will make available an "800" number to the Facility for toll-free fax and phone communication. This equipment will remain the property of the Correct Rx throughout the term of this Agreement and upon termination of the Agreement shall be returned to Correct Rx or paid for by Kent County.
- Reports. Correct Rx will provide Kent County with monthly and quarterly reports on pharmaceutical usage. Kent County will work with Correct Rx to develop an agreed upon format.

- Medication Administration Records (MARs). Correct Rx will provide Kent County with computer generated Medication Administration Records (MARs) delivered to the Facility no later than the 27th day of each month for the following month for all detainees who have prescribed medications.
- Meetings & Inspections. Correct Rx shall participate in a quarterly Pharmacy and Therapeutics Committee meeting at the Facility with the medical staff. Correct Rx shall provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Quarterly site inspections of the Facility will be performed at no additional charge to the Facility.

4. Liability Insurance

At all times during the term of this Agreement, Correct Rx shall maintain professional liability insurance coverage of, at a minimum, \$1,000,000 per occurrence and \$3,000,000 aggregate. In addition, Correct Rx shall provide Kent County with a certificate of insurance evidencing such insurance coverage.

5. Pricing

- a. Fees: For the services to be provided as documented in paragraph 3 supra, Correct Rx shall be paid for all medications supplied as follows:

Brand Medications: Average Wholesale Price Minus Fifteen Percent (AWP-15%)

Generic Medications: Average Wholesale Price Minus Fifty-Five Percent (AWP-55%)

- b. Cooperative Procurement Method: Correct Rx will extend this pricing to public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services.
- c. Payment Terms: Correct Rx is only entitled to invoice Kent County once a month and no sooner than the third of the following month. All invoices are due Net 30 days. A finance charge of .5% per month (an annual percentage rate of 6%) may be charged on all amounts 30 days or more past due.

6. Returns

Correct Rx will arrange for the pickup and return of all unused or discontinued medication. Correct Rx will allow 100% credit at Correct Rx's cost for return of full, separately charged, unused solid medications with a value greater than \$2.00.

Credit is issued in compliance with state and federal regulation when following this criterion:

- The prescription medication did not leave the control of the licensed healthcare member responsible for the security and handling of that prescription and the drug did not come into the physical possession of the individual for whom it was prescribed;
- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug;
- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging (e.g. unused bulk products including liquids, creams, inhalers, ointments, drops, etc.);
- The prescription medication is not a controlled substance, expired, damaged, deteriorated or contaminated; and
- All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining.
- Controlled substances, specialty drugs, refrigerated medications, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.

7. Representation and Warranties.

a. Correct Rx Representations and Warranties.

- 1) Correct Rx represents and warrants that it is currently in compliance with all State, Federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.
- 2) Correct Rx further represents and warrants that its dispensing of medications shall be in compliance at all times with governing State, Federal and Local pharmaceutical laws and regulations.

- 3) Correct Rx further represents and warrants that Ellen H. Yankellow has the necessary authority to enter into this Agreement on behalf of Correct Rx.

b. Kent County Representations and Warranties

Kent County represents and warrants that its duly authorized representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of Kent County.

8. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

PHARMACY:

Correct Rx Pharmacy Services, Inc.
Attn: Ellen H. Yankellow, PharmD
President and CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

TO:

Kent County Detention Center
Attn.: Herbert Dennis, Warden
104 Vickers Drive Unit A
Chestertown, Maryland 21620

9. Representatives

Correct Rx hereby designates Joseph A. DeMino, Vice President of Distribution to be available to service the Agreement and resolve any problems which relate thereto. Similarly, Kent County designates Dennis Herbert, Warden as its local contact. Either party may change the designated representatives at any time upon notification to the other party.

15. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

16. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against Correct Rx for the reason that Correct Rx was primarily responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

17. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Governed Law

The laws of the State of Maryland govern this Agreement and any disputes that arise here from shall be determined exclusively within the Maryland courts. Each party consents to the Maryland courts' jurisdiction over it and designates, if necessary, the Maryland Secretary of State to accept service on its behalf.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 supra.

County Commissioners of Kent County

By: Ronnie Fithian Date: 08/08/2023
Ronald H. Fithian, President

Kent County Detention Center

By: _____ Date: _____
Herbert Dennis, Warden

Correct Rx Pharmacy Services, Inc.

By: Ellen H. Yankellow Date: 2/23/2023
Ellen H. Yankellow, PharmD
President and CEO



Patricia Merritt, Chief Finance Officer, Office of Finance
8/8/2023
County Commissioners Meeting

Item Summary:

Lease Query Software

ATTACHMENTS:

Description

08.08.23 Lease Query, LLC Sales Order Q-24761 GASB 87 and GASB 96 36 Month lease Signature Support 12 Months, ESC19 (Education Service Center Region 19) SS-PUR-F030.1

Date	8/1/2023
Sales Order #	Q-24761
Expiration Date	8/19/2023

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

Kent County
400 High St.
Chestertown, MD 21620
Attention: Jeanne Edwards
+1410-778-3903
jedwards@kentgov.org

Length of Subscription

Initial Term (commencing on the date last signed below) 36 months

Recurring Services

Annual Amount

Platform/Edition

Platform subscription for LeaseQuery Advanced, up to 100 Records \$6,600

Financial Solutions

Fixed access subscription for GASB 87 \$0

Fixed access subscription for GASB 96 (Records aggregated with platform subscription; annual access fee shown) \$1,020

Non-Recurring Services

One-Time Fee

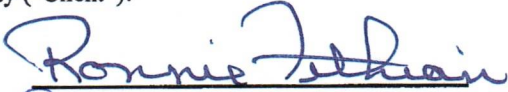
Self-Guided Training \$0

Organizational database structure setup \$0

Signatures

Kent County ("Client"):

By:



Name:

Ronald H. Fithian

Title:

President

Date:

08/08/2023

LeaseQuery, LLC ("LeaseQuery"):

By:

Name:

Title:

Date:

Date	8/1/2023
Sales Order #	Q-25088
Expiration Date	8/31/2023

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

Kent County
400 High St.
Chestertown, MD 21620
Attention: Jeanne Edwards
+1410-778-3903
jedwards@kentgov.org

Length of Subscription

Initial Term (commencing on the date last signed below) 12 months

Recurring Services

Annual Amount

Additional Products and Services

Year 1 - Signature support

\$1,200

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- for the platform subscription, in each case, invoiced in advance for the full remaining term.
- Contract analysis and Record entry services may be provided on an as needed and as requested basis for \$250 per Record, invoiced monthly in arrears.
- Signature support includes access to LeaseQuery's knowledge base, email support, support team call backs related to support tickets, and prioritized ticket responses.

Terms and Conditions

As of the date set forth above, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order is entered into subject to the Allied States Cooperative (Region 19 ESC) Award # 23-7452 (the "Award") and the terms and conditions contained therein (the "ASC Terms"). Subject to and concurrent with the ASC Terms, this Sales Order shall be governed by the terms and conditions set forth herein and in the subscription agreement available at https://leasequery.com/subscription_terms_and_conditions.pdf, which is incorporated herein by reference, and the Professional Services Policy available at https://leasequery.com/professional_services_policy.pdf (together, the "Supplemental Contract"), which shall constitute a "Supplemental Contract" under Section 3 of the ASC Terms and are incorporated herein by reference. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Supplemental Contract.

Signatures

Kent County ("Client"):

By:



Name:

Ronald H. Fithian

Title:

President

Date:

08/08/2023

LeaseQuery, LLC ("LeaseQuery"):

By:

Name:

Title:

Date:

Bid Tabulation

	Lease Query	Debt Books
First Year Costs:		
Annual Software Subscription	7,620 2)	13,000 1)
Annual Signature Support (First Year)	1,200	
Training & Set up	<u>1,500</u>	<u>2,000</u>
	10,320	15,000
Recurring Costs:		
Annual Software Subscription	7,620	13,000

1) up to 75 lease / SBITA agreements then \$20,000

2) Pricing held at this level for 3 years if multi year contract is signed



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive

El Paso, Texas 79925-1010

www.esc19.net

(915) 780-5019

FAX: (915) 780-5061

(SS-PUR-F030.1)

**Master Service Inter-Local Contract Between Education Service
Center-Region 19 Allied States Cooperative (ASC)**

& County Commissioners' Office in Kent County, MD

(Agency Name)

Pursuant to Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter B of the Texas Local Government Code, and the Joint Exercise of Powers for Intergovernmental Agreements and Contracts of all States, this Interlocal and Cooperative Purchasing Program ("Contract") is made and entered into by and between Education Service Center-Region 19 Allied States Cooperative (A State Agency), located in El Paso, Texas and County Commissioners' Office in Kent County, MD (AGENCY NAME) located in Chestertown (City), Maryland (State) for the purpose of providing services.

Preamble

Education Service Center-Region 19 is established to promote education in Texas and is also duly authorized to provide programs and services in the State of Texas and other States through Joint Powers Authority. Both ESC-R19 ASC and County Commissioners' Office of Kent County, MD (Agency Name) desire to set forth in writing, the terms and conditions of agreement.

General Terms and Conditions

In consideration of mutual covenants and conditions contained in this Contract and other goods and consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** Contract is effective from date of last signature and shall automatically renew annually unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause and thirty (30) days written notice.
2. **Agreement.** Terms of this Contract shall apply and will be considered part of any Addendum for programs and services delivered by ESC-R19 (ASC). This Contract and any attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of parties and there are no representations, agreements, arrangements, or initiatives, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **ESC-R19 (ASC) agrees to:**
 - Provide services upon the submission of independent contracts or purchase orders
 - Provide Agency with subsequent independent contracts and/or offerings of each of the programs and services that ESC-R19 (ASC) provides through ESC Region 19 ASC.
 - B. **Agency agrees to:**
 - Participate in any and/or all of the services that ESC-R19 (ASC) offers.
 - Submit purchase order(s) and/or independent contract(s) for each of the contracts it wishes to Purchase and/or collaborate.
 - Follow terms and conditions of each contract or purchase order(s) when utilized.
 - Assign and notify ESC-Region 19 (ASC) of appropriate person(s) to act as representatives to each Perspective program delivered.
4. **As is.** ESC-R19 (ASC) makes this Contract available to ESC-R19 (ASC) participating entities "as is" and under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of Agency.
5. **Assignment.** Neither this Contract or any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.
6. **Relationship of Parties.** It is the intention of the parties that Agency is independent of ESC-R19 (ASC) and not an employee, agent, joint venture, or partner of ESC-R19 (ASC) and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between ESC-R19 (ASC) and Agency or ESC-R19 (ASC) and any of Agency's employees.

7. **Termination.** Contract may be terminated prior to the expiration of the Term hereof as follows:
- By AGENCY upon 30 days notice if the work/service is not provided in satisfactory and proper manner after remedy has been reported and discussed;
 - By mutual written agreement of parties, upon thirty (30 days) prior notice; or
 - By either party promptly, if other party commits a material breach of any terms of this Contract And no remedial action can be agreed upon by parties.
8. **Master Contract.** This contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between ESC-R19 (ASC) and the AGENCY.
- The AGENCY agrees to adhere to terms and conditions set forth for the programs and/or services as contracted under these programs. Specific terms and conditions of the addendum will govern individual contract. In the instance of conflict between the Master Contract and any addendum, provision of the addendum will govern.
9. **Severability.** If any provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
10. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication of resolution of any dispute arising out of this Contract shall be in El Paso, Texas.
11. **Authorization.** Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
12. **Benefit for Signatory Parties Only.** Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
13. **Indemnification.** To the extent permitted by law, AGENCY will indemnify and save harmless ESC- R19 (ASC), ESC-R19 Board of Directors, and ESC-R19 employees from all suits and actions resulting from any breach of the agreement. This master agreement does not constitute a waiver of sovereign immunity of any of the parties hereto.
14. **Notice.** Any notice provided under terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice shall be addressed as follows:

Education Service Center - Region 19 (ASC)
Attn: Purchasing
6611 Boeig Drive, El Paso, TX 79925
(P) 915-780-5021 (E): rshernandez@esc19.net
& lhermando@esc19.net

PURCHASE ORDER CONTACT
Name: Jeanne Edwards
Email: jedwards@kentgov.org
(P) (410) 778-3903

USAGE REPORT CONTACT
Name: Jessica Conner
Email: jconner@Kentgov.org
(P) (410) 778-2600

In witness whereof, ESC-R19 (ASC) and AGENCY have executed this Contract to be effective on the date specified:

County Commissioners' Office of Kent County, MD

Name of Agency

400 High Street, Chestertown, MD 21620

Address

Authorized Signature

Michael S. Moulds, P.E.

Printed Name

Director of Public Works

Title

8/2/2023

Date

Education Service Center – Region 19

Armando Aguirre, Ed. D.
Executive Director

8/2/2023

Date



**Kevin N. Baynes, Director, State Revitalization Programs, Division of
Neighborhood Revitalization**

8/8/2023

County Commissioners Meeting

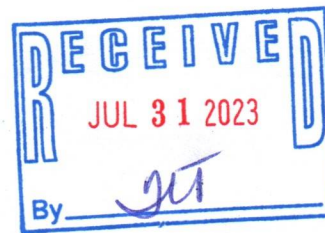
Item Summary:

Applications For Projects In Kent County

ATTACHMENTS:

Description

Kevin N. Baynes, Director, State Revitalization Programs, Division of Neighborhood Revitalization



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

July 27, 2023

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

Dear President Fithian:

The Maryland Department of Housing and Community Development (the "Department") is required to provide local governments written notification and the opportunity to comment for applications received under the Baltimore Regional Neighborhood Initiative, Community Legacy, National Capital Strategic Economic Development Fund, Seed Community Anchor Institution Program, Strategic Demolition Fund – Statewide, Strategic Demolition Fund – Project C.O.R.E., and Maryland Façade Improvement Program (MFIP). This letter is to inform you of an application(s) received under the aforementioned programs that are located within your jurisdiction. Please review the attached list of project(s) that have been provided. A brief description of the proposed project(s) is attached; please see Attachment A for further details on the project.

Any comments expressing approval or disapproval of the project(s) must be received by the Department within 45 days of receipt of this letter. Comments can come in the form of either a local government resolution or a letter of support or disapproval from an authorized designee. However, the Department may approve applications after 45 days if the local government has neither issued a resolution nor delivered a letter of support by an authorized designee.

Comments must be submitted in writing to:

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

If you have any general questions about the programmatic policies or procedures, please contact Larry Brown at 410-209-5819 or email at larry.brownjr@maryland.gov for Baltimore City and Baltimore, Anne Arundel and Howard Counties; or Nick Mayr at 410-209-5842 or email at nicholas.mayr@maryland.gov for all other Maryland Counties. However, if you have any questions about any specific project, please contact the individual listed on Attachment A for further information.

Sincerely,
Kevin N. Baynes, AICP
Director, State Revitalization Programs, Department of Housing and Community Development



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



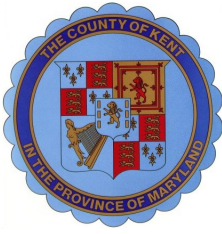
Local Support Considerations State Revitalization Programs Applications FY2024

Attachment A

Baltimore Regional Neighborhood Initiative (BRNI)
Community Legacy (CL)
Maryland Facade Improvement Program (MFIP)
National Capital Strategic Economic Development Fund (NED)
Seed Community Development Anchor Institution Program (SEED)
Strategic Demolition Fund (SDF)

Program Type	Organization Name	Application ID	Project Name	Project Description	Total Request Amount	Application City	Application County	AppContact
Community Legacy (CL)	Kent Attainable Housing, Inc.	CL-2024-KAHI-00056	Prospect Street Community Revitalization through Affordable Housing	This project will construct an affordable home at 148 Prospect Street, Chestertown, as part of our program to revitalize the Prospect Street community by infilling lots, demolishing abandoned homes, and constructing 6-10 affordable housing units.	\$155,000.00	Chestertown	Kent	Ms. Ronnie Edelman (443) 282-0622 kentattainablehousing@gmail.com
Strategic Demolition Fund Statewide - excludes Baltimore City (SDF Statewide)	Washington College	SDF-2024-WashColl-00128	Dixon Valve & Coupling Property	Washington College plans to repurpose part of the former Dixon Valve site for affordable housing that will be available to employees, faculty, staff, students, and community members. The current facility must be demolished in order to move forward.	\$500,000.00	Chestertown	Kent	Ms. Susie Chase (410) 778-7813 schase2@washcoll.edu
Community Legacy (CL)	Main Street Historic Chestertown, Inc.	CL-2024-MSChestertown-00473	FY24 Facade Improvement Program	MSHC is continuing our highly successful Facade Improvement Program, which helps commercial property owners rehabilitate historic facades in our well traveled downtown.	\$75,000.00	Chestertown	Kent	Mrs. Nina Fleegle (410) 778-2991 director@mainstreetchestertown.org

\$730,000.00



Procedures For Public Comment 8/8/2023 County Commissioners Meeting

ATTACHMENTS:

Description

08.08.23 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS
SIGN IN SHEET
August 8, 2023**

NAME (please print)	ADDRESS	TOPIC

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



**Bryan Mroz, Deputy Secretary, Maryland Department of Health
Healthcare Systems and Operations
8/8/2023
County Commissioners Meeting**

Item Summary:

Upper Shore Community Mental Health Center

ATTACHMENTS:

Description

07.27.2023 Bryan Mroz, Deputy Secretary, Maryland Department of Health Healthcare System and Operations Response Letter re Upper Shore Community Mental Health Center



Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

July 27, 2023

Commissioner Ronald Fithian
Commissioner Albert H. Nickerson
Commissioner John F. Price
The County Commissioners of Kent County
400 High Street
Chestertown, Maryland 21620

Dear Commissioners Fithian, Nickerson, & Price:

Thank you for contacting the Maryland Department of Health (MDH) regarding the continued use of the Upper Shore Community Mental Health Center. We are pleased to collaborate with your jurisdiction and surrounding jurisdictions to expand behavioral health services for children and adolescents.

We are happy to assist by providing the Department's expertise and support to move forward with the planning and implementation phase for the proposed RTC on the existing campus including any regulatory approvals required. We look forward to meeting with you in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Mroz".

Bryan Mroz
Deputy Secretary for the MDH Healthcare System & Operations



American Rescue Plan Act (ARPA) Funds Spend Plan 8/8/2023 County Commissioners Meeting

ATTACHMENTS:

Description

8-1-2023 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
8/1/2023**

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,908,161</u>		<u>\$ 3,598,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (141,384)</u>		<u>\$ 168,616</u>	



Contingency and Use of Fund Balance Report 8/8/2023 County Commissioners Meeting

ATTACHMENTS:

Description

8-1-2023 Commissioner Report Contingency

[illegible]