

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

July 20, 2021

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

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 401 860 862#

Public Notices

Code Home Rule Bill No. 9-2021 Agricultural Advisory Commission
Public Hearing Notice

Correspondence Review

W. Robert Hair, Superintendent, The Maryland School for the Blind
Thank You Letter

Consent Items

- #1 - Regular Session Minutes, July 6, 2021
- #2 - Liquor Minutes, July 6, 2021
- #3 - Closed Session Minutes, July 6, 2021

Special Class C Licenses

Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, July 31, 2021

Recognition

Wickes Westcott
Kent Soil and Water Conservation District Member

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning
Community Development Block Grant (CDBG) COVID Round 1 - Second Public
Hearing

Appointments

Dr. Karen Couch, Superintendent, Kent County Public Schools
Kirwan Implementation Coordinator
Jo Manning, Town Manager, Town of Millington

DID NOT ATTEND MEETING, NO AGENDA ITEM DISCUSSED
Expansion of Millington Wastewater Treatment Plant

Departmental Appointments

Myra Butler, Director, Parks and Recreation
Local Park & Playground Infrastructure Grant Funding Recommendations

Myra Butler, Director, Parks and Recreation

Utilize Special Program Open Space Funds

Bill Mackey, Director, Planning, Housing, and Zoning

Letters of Credit Release Request

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Delmarva Community Transit Marketing Campaign

Transit Development Plan's Community Survey

April Bitter, Project Manager, Information Technology

Addendum to USBank State and Local Government Agreement

Human Resources Director

Detention Center

Promotion of Correctional Officer

Public Works- Environmental Operations

Part-Time Recycling Attendant Vacancy

Public Works - Grounds Maintenance

Promotion to Grounds Maintenance Worker II Position

Public Works - Building Maintenance

Promotion to Building Maintenance Worker II Position

Public Works Director

FY2022 State Aid Surface Treatment Roads List Approval

Kent County Roads Surface Treatment

Town of Galena Operations Agreement Renewal

Kent Alcohol and Tobacco Enforcement KATE

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Inspector Update

Tobacco Compliance Check Letters

Responsible Retailer Certificates

County Administrator

John F. Price, Sheriff, Kent County Sheriff's Office

Sex Offender Compliance and Enforcement Grant No. SOCM-2022-002

Bill Webb, Health Officer, Kent County Health Department

Core Public Health Services Funding Agreement

Clifford P. Coppersmith, President, Chesapeake College

Chesapeake College Revised Budget Proposal FY2022

Sondra M. Blackiston, Clerk/KATE Manager

Request for FY2021 Contingency Funds

County Administrator Report

Maryland Community Development Block Grant COVID Round 1

Quarterly Progress Report
Maryland Community Development Block Grant COVID Round 1
Amendment to Grant Agreement
Maryland Association of Counties
Dues and Assessments

Letters for Signature

Cal Gray, GB Kennedyville, LLC
Village of Kennedyville Phase 2 Public Works Agreement Revision Proposal
Parks and Recreation Advisory Board
Thank You Letters

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359
and enter Conference ID 401 860 862#

Procedures for Public Comment

For Your Information

Maryland Department of Housing and Community Development
2022 Community Development Application Workshop

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

(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. 9-2021 Agricultural Advisory Commission
7/20/2021
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR 9-2021 Public Hearing Notice

CHR Bill No. 9-2021 Agricultural Advisory Commission DRAFT Legislation

CHR Bill No. 9-2021 Agricultural Advisory Commission DRAFT Legislation, AMENDED BY
INTERLINEATION

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

July 6, 2021
Legislative Session Day

Legislative Session Day
July 6, 2021

CODE HOME RULE **BILL NO. 9-2021**

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to no less than seven and no more than nine.

A public hearing will be held on August 3, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The hearing is open to the public, and public comment is encouraged. The County offers four (4) options for the public to provide input in the public hearing process. Written comments will be accepted until noon on July 30, 2021. Comments will be read by County staff during public testimony.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 634 454 886 then press #.

A complete copy of the proposed legislative bill is available on the County's website at www.kentcounty.com/commissioners/draft-legislation or by calling 410-778-4600 and press 4.

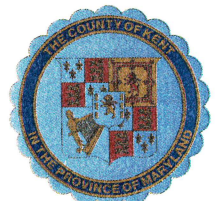
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/15/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**July 6, 2021
Legislative Session Day**

**Legislative Session Day
July 6, 2021**

**CODE HOME RULE
BILL NO. 9-2021**

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to nine.

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

P. Thomas Mason, President

INTRODUCED, read first time, July 6, 2021, ordered posted and public hearing scheduled August 3, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on August 3, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on September 7, 2021, a legislative session day.

BILL NO. 9-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 9-2021 AGRICULTURAL ADVISORY COMMISSION

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Part III, Land Use Legislation, Chapter 172 the Code of Public Laws of Kent County is hereby amended as follows:

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

§ 172-1 Appointments; residency requirements; vacancies; term.

A. The Board of County Commissioners of Kent County shall appoint a ~~seven~~**NINE**-member commission which shall be known as the "Kent County Agriculture Advisory Commission," and which may consist of representatives from various types of farms (farming sectors) and farm-supportive businesses of Kent County. All persons appointed must be residents of Kent County and must be engaged in a business that supports farms, farming, or the agricultural sector in general, at the discretion of the Board.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____.

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

BILL NO. 9-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 6, 2021
Legislative Session Day

Legislative Session Day
July 6, 2021

CODE HOME RULE
BILL NO. 9-2021

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to **NO LESS THAN SEVEN AND NO MORE THAN** nine.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, July 6, 2021, ordered posted and public hearing scheduled August 3, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on August 3, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on September 7, 2021, a legislative session day.

BILL NO. 9-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 1 of 3 **CAPITALS AND BOLD** alone indicate matter added to the existing law, as introduced; ~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL

A BILL ENTITLED CHR 9-2021 AGRICULTURAL ADVISORY COMMISSION

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Part III, Land Use Legislation, Chapter 172 the Code of Public Laws of Kent County is hereby amended as follows:

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

§ 172-1 Appointments; residency requirements; vacancies; term.

A. The Board of County Commissioners of Kent County shall appoint a ~~seven~~^{NINE} member commission OF AT LEAST SEVEN AND NO MORE THAN NINE MEMBERS, which shall be known as the "Kent County Agriculture Advisory Commission," and which may consist of representatives from various types of farms (farming sectors) and farm-supportive businesses of Kent County. All persons appointed must be residents of Kent County and must be engaged in a business that supports farms, farming, or the agricultural sector in general, at the discretion of the Board.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____.

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

BILL NO. 9-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 3 of 3
CAPITALS AND BOLD alone indicate matter added to the existing law, as introduced;
~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL



**W. Robert Hair, Superintendent, The Maryland School for the Blind
7/20/2021
County Commissioners Meeting**

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

07.09.21 W. Robert Hair, Superintendent, The Maryland School for the Blind, Thank You Letter



July 9, 2021

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

Dear Commissioner Mason:

On behalf of the students, staff and parents of The Maryland School for the Blind, I would like to thank you for the CARES Act grant financial assistance we received from Kent County in the fall of 2020. This funding was utilized to support our on-campus testing, supplying PPE and other mitigation strategies that were crucial in allowing us to move forward in reopening our campus for in-person instruction. In September, we will be fully reopened for all of our students to attend in-person.

As you know, The Maryland School for the Blind serves a medically vulnerable population with one-third of our 225 students enrolled in the on-campus program having underlying conditions that qualify them as at high risk for severe COVID-19 disease complications—and most of are not eligible for vaccines at this time.

Even though the disease is currently at low rates in Maryland, the risks are greater for our staff and students because many of our students are unable to wear or remove masks safely due to their cognitive disability and many students cannot maintain appropriate physical distancing. Also, many of our students require close and frequent physical contact for bathroom transfers, diaper changing, dressing assistance, bathing, hand-over-hand tooth brushing and physical therapy. Our deafblind students require tactile sign language in which language is transmitted directly through physical touch from the staff's hands to the student's hand.

Your commitment of the CARES Act funds helped make it possible for us to provide essential educational services for our vulnerable population throughout this crisis.

Thank you once again for your financial assistance and continued support.

With sincere appreciation,

W. Robert Hair, M.Ed.

Superintendent

410-599-6545

robh@mdschblind.org



**#1 - Regular Session Minutes, July 6, 2021
7/20/2021
County Commissioners Meeting**

ATTACHMENTS:

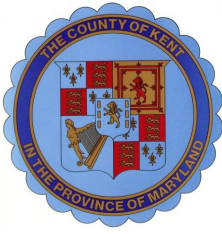
Description



**#2 - Liquor Minutes, July 6, 2021
7/20/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#3 - Closed Session Minutes, July 6, 2021
7/20/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, July 31,
2021
7/20/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4722 Rock Hall Volunteer Fire Company, Application

4722

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

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

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

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

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

Rock Hall Vol. Fire Co.

Address 21500 Rock Hall Ave, Rock Hall, Md 21661

Type of Function Gun Cash Bash

Location of Function Engine Bay Rock Hall Fire house - 21500 Rock Hall Ave, RHMD 21661

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) July 31st

Begin at: 11 AM End at: 5:00 PM and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$25) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

County Commissioners
Office

Date 7-8-21 LHC

9. Applicants

(1) Katryna C Dowling 23055 Parsons Rd, Chestertown, Md 21620
 Name Residence
27 years Treasurer 443-480-3339 K Dowling
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Katryna C Dowling the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Linda Kimble 21175 Haven Rd Rock Hall, Md 21666
 Name Residence
58 years Board 410-639-7483 Linda Kimble
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Linda Kimble the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Carol Kendall 5328 Crosby Road Rock Hall, Md 21661
 Name Residence
75 Asst. Sec 410-708-2487 Carol Kendall
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Carol Kendall the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

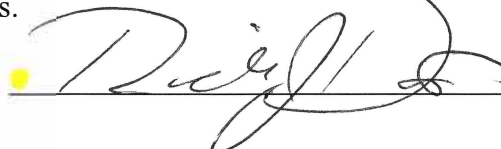
WITNESS my hand and official seal.

Linda M. George

(SEAL)

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

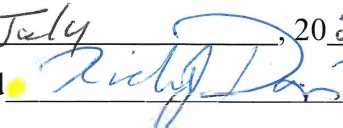
(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State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

 Signature (s)

Richard J Dowling Print Name

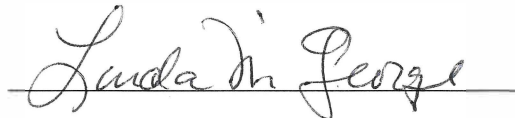
STATE OF MARYLAND, Kent:

THIS CERTIFIES, that on the 6 day of July, 2021,

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

_____ and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



(SEAL)

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

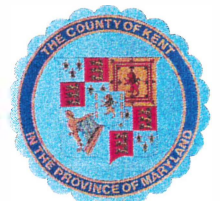
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Rock Hall Vol Fire Co.

Address 21500 Rock Hall Ave., Rock Hall, Md 21661

Name Carol Kendall Phone # 410-708-2407
(Please Print)

Carol Kendall Date 7/6/2021
(Signature)





Wickes Westcott
7/20/2021
County Commissioners Meeting

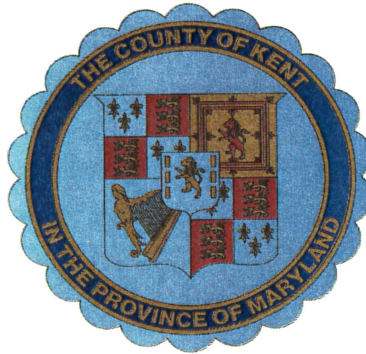
Item Summary:

Kent Soil and Water Conservation District Member

ATTACHMENTS:

Description

07.20.21 Wickes Westcott, Member, Kent Soil and Water Conservation, Certificate of Recognition



Certificate of Recognition

This is to certify that

Wickes Westcott

is hereby recognized

for fifty-two (52) years of service as a Member of the Kent Soil and Water Conservation District Board of Supervisors. Mr. Westcott spent twenty-six (26) of those years as Chairman. Mr. Westcott, at ninety-seven (97) years of age, continues to serve as an Associate Member attending monthly meetings. Such commitment and devotion are admired and well respected by all those who have had the honor of serving as a Member with Mr. Westcott. We, the County Commissioners of Kent County, Maryland, are proud in honoring Mr. Westcott, on his retirement and devoting fifty-two (52) years of public service to Kent County and the community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

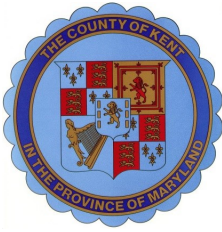
Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

July 20, 2021



Bill Mackey, Director, Planning, Housing, and Zoning
7/20/2021
County Commissioners Meeting

Item Summary:

The Maryland Community Development Block Grant (CDBG) Program is a federally funded program that is designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. The Maryland CDBG Program is administered by the Maryland Department of Housing and Community Development (DHCD). In July 2020, Kent County was awarded \$134,246.39.

This Public Hearing is being held to obtain the views of citizens on the Maryland Community Development Block Grant (CDBG) Program funds awarded through the federal CARES Act. Funds must be used to prevent, prepare for, and respond to the coronavirus. Citizens will have the opportunity to discuss proposed projects and to provide input on other needs to be considered.

Kent County was awarded \$50,000.00 for a Senior Food Program to serve 28 persons affected by COVID, in order to meet the national objective to benefit low- and moderate-income persons – limited clientele. This program is administered by subrecipient Upper Shore Aging, Inc. The Senior Food Program has been operating since October 2020 and is expected to finish in August 2021.

Kent County was also awarded \$84,246.39 for Emergency Rental Assistance to provide staffing for the Maryland Rural Development Corporation (\$75,240.00) to distribute the Emergency Rental Assistance Program grant received from DHCD for \$1,332,475.00; project administration by the County (\$4,000.00); and legal services to assist clientele by MidShore Pro Bono (\$5,006.39), in order to serve 123 households and meet the national objective to benefit low- and moderate-income persons – limited clientele. The staffing aspect of the grant was implemented by an amendment to the CDBG agreement adopted July 2021 as a substantial amendment.

The public are invited to discuss projects and provide input. All comments and input are welcome.

ATTACHMENTS:

Description

Advertisement in the Kent County news

07.20.21 Testimony Log, Public Hearing, CDBG Round 1

**NOTICE OF SECOND PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT
KENT COUNTY, MARYLAND**

The Board of County Commissioners of Kent County, Maryland, will conduct a Public Hearing, provide an update, and welcome comments and input on the Maryland Community Development Block Grant Program (CDBG) COVID Round 1 project regarding funds awarded through the federal CARES Act. Funds must be used to prevent, prepare for, and respond to the corona virus.

Citizens will have the opportunity to discuss the project and to provide input. All comments and input are welcome. The Public Hearing will be held at **10 a.m., on Tuesday, July 20, 2021**, 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 at <https://www.kentcounty.com/commissioners/meeting-agenda>. The agenda will be posted 24 hours in advance of the meeting, and it will include a unique call-in number, so members of the public may participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. The Hearing Room at 400 High Street in Chestertown is open to the public.

Citizens who wish only to view and listen to the Public Hearing may do so on the Kent County livestream webpage at <https://www.kentcounty.com/commissioners/meeting-live-video>.

The Maryland CDBG Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Maryland Department of Housing and Community Development.

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

- benefit low- and moderate-income persons and households;
- aid in the prevention or elimination of slums or blight; or
- meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 24-hour advance notice to the County Commissioners' Office at (410) 778-4600 (voice/relay).

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 7/8/21

TESTIMONY LOG

PUBLIC HEARING

July 20, 2021

Community Development Block Grant (CDBG) Round 1

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
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11. _____
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17. _____
18. _____
19. _____



Dr. Karen Couch, Superintendent, Kent County Public Schools
7/20/2021
County Commissioners Meeting

Item Summary:

Kirwan Implementation Coordinator

ATTACHMENTS:

Description

07.20.21 Dr. Karen M. Couch, Superintendent, Kent County Public Schools, Kirwan Implementation Coordinator for FY2022-2026



Kent County Board of Education

Growing a Community of Leaders

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

Date: June 15, 2021
To: Board of Education
From: Dr. Karen M. Couch, Superintendent
Re: Kirwan Implementation Coordinator

Purpose:

The purpose of this agenda item is to appoint a Kirwan Implementation Coordinator for FY 22.

Summary:

Language contained within the Kirwan bill is as follows:

"For each of the fiscal years 2021 through 2026, the governing body of a county and the local school system shall appoint a single implementation coordinator responsible for the implementation of the Blueprint for Maryland's Future by all government units operating in the county."

There are no other details in this bill beyond what is noted above. As you know, the burden for implementing requirements for the Kirwan bill rests with the school system. Therefore, I propose that I am jointly appointed by the Board of Education and the County Commissioners to be the Kirwan Implementation Coordinator for FY22. I also propose that we reassess this appointment moving forward to determine whether it should become a fulltime position in FY 23.

I will meet with the county commissioners at an upcoming meeting to discuss the appointment and my desire to work with a designated liaison from county government to communicate regularly on Kirwan bill requirements and updates.

Action:

The administration recommends and appoints Dr. Karen Couch as the Kirwan Implementation Coordinator for FY 22, subject to approval by the County Commissioners.



Jo Manning, Town Manager, Town of Millington
7/20/2021
County Commissioners Meeting

Item Summary:

DID NOT ATTEND MEETING, NO AGENDA ITEM DISCUSSED

Expansion of Millington Wastewater Treatment Plant

ATTACHMENTS:

Description

07.20.21 Jo Manning Town of Millington Request for Meeting

Memo

To: Kent County Commissioners
From: Jo Manning
Re: Town of Millington
Date: June 11, 2021

I would like to request a meeting with the Kent County Commissioners to discuss future growth, future expansion of wastewater treatment plant, utility financial concern, and our need for assistance by the County.

Utilities

- Agreement –
 - consideration to be made as to method of calculating reimbursable cost – billable EDU vs gallons sent through system
 - EDUs not connected to system – base fee, establish holding time before returned
 - 1st quarter of new fiscal year payment – currently held until approved audited financial statements presented with separation of expenses documented – payment made between October and January based on when audit is completed – late payment causes financial burden to Town when received late – suggestion is to make 1st quarter of new fiscal year payment with calculations from previous fiscal year in timely manner, adjust 2nd quarter payment to new calculation plus/minus correction of 1st quarter payment
- Reconciliation of production vs consumption –
 - No sharing of billing information needed to properly track % of loss and possibility of distribution failures (leaks)
- Upgrade/New Wastewater Treatment Plant –
 - Annexed Evans property in 2019 – current discussions with developer that wants a commitment of 100 EDUs to begin project development, current permit only leaves 4 allocations available for development – proposed development of residential/industrial/commercial
 - Discussion to annex Maloney property in near future – 142 acres – proposed residential/industrial/commercial
 - Discussion to annex two properties in Queen Anne's County – 374 acres – proposed residential/industrial/commercial – Recovery Center, distribution centers
 - KC's ongoing discussion with Mr. Russ Richardson for development and annexation
 - Maryland Dept of Environment – upgrade from BNR to ENR –
 - Town vision – remove from Flood Zone – decrease financial loss due to future flood damage, current location not large enough to handle larger plant

Elementary School Property

- Senior Housing Project denied funding by DHCD – project too small for funding – suggested a larger project – double the number of units which requires additional property – would County consider subdivision of Elementary School property to allow Town to develop into additional Senior Housing units (negotiate cost and terms)
- Elementary School Property (whole) – suggestions of use:
 - Community garden

- Recreation/exercise center
- Adult education facility – coop with Chesapeake College
- Governmental offices – satellite offices for law enforcement, Parole & Probation, Department of Health, Department of Social Services,
- Adult day care facility/elder care
- Library/learning center
- Medical facility – Choptank Community Health, Nurse Practitioner, UMMS, Christiana Care, etc.
- Food Bank
 - there is a need to relocate and enlarge the space needed for the local Food Bank – allow for food preparation and preservation classes through coop with USDA Cooperative Services – also allow flexible schedule and increased availability
 - Current Statistics and Information –
 - Food Bank in Millington only opened on Mondays
 - Monthly free food give away – average 10,000 lbs. of food monthly – average 150 families served
 - Area needed – approximately 1,000 square feet for pantry, cooler, and reception (pickup) area
 - Currently distribution 75,000 lbs. of food assisting an average of 100 families per month
 - Programs Currently Offering –
 - Food Pantry – must qualify – weekly – 40 – 45 families per month
 - Retail Pickup sponsored by Food Bank – 6,000 lbs. per week – 40 families per week
 - CSFP – low income for Senior Citizens only – income restricted \$1,358 or less per month – 17 seniors in program - PILOT PROGRAM ON EASTERN SHORE
 - Emergency food – no qualification required, must have a need – 40 lbs. food per request – average 10 families per month – includes canned food, dried food, frozen meat, eggs, fresh (in season) fruits and vegetables, bread, water/juice/shelf stable milk

KENT COUNTY QUARTERLY PAYMENT FOR UTILITIES

YEAR	KC WATER AGREEMENT QUARTERLY	KC SEWER AGREEMENT QUARTERLY
2001		\$3,382.50
2002		\$3,259.50
2003		\$4,173.75
2004		\$5,748.75
2005		\$5,501.00
2006	\$1,196.56	\$4,140.20
2007	\$3,378.83	\$6,584.65
2008	\$9,663.86	\$8,625.49
2009	\$8,999.53	\$8,999.53
2010	\$10,999.00	\$11,533.52
2011	\$8,373.51	\$11,880.17
2012	\$8,710.66	\$11,880.17
2013	\$7,154.00	\$11,497.41
2014	\$7,640.83	\$11,036.17
2015	\$7,514.72	\$15,563.53
2016	\$8,967.70	\$12,635.42
2017	\$6,259.68	\$13,850.48
2018	\$6,241.10	\$15,624.78
2019	\$11,287.74	\$12,080.50
2020	\$7,485.85	\$14,874.46

According to the 2004 service agreements and current payment calculation dated November 25, 2020, Kent County has available:

- Water - 184 allocations - 118 reimbursable to Town = 66 remaining (unused) allocations
- Sewer - 221 allocations - 142 reimbursable to Town = 79 remaining (unused allocations)

Kent County Office of Finance

R. CLAYTON MITCHELL GOVERNMENT CENTER
*400 HIGH STREET*CHESTERTOWN, MARYLAND 21620
TELEPHONE (410) 778-7478 FAX (410) 810-2947



November 25, 2020

Town of Millington
Attn: Elizabeth Jo Downey
PO Box 330
Millington, MD 21651

Re: 1st Quarter Water & Sewer Agreement Fees

Dear Ms. Downey:

Pursuant to the agreement signed by the Mayor and Council of Millington and the Commissioners of Kent County, dated April 13, 2004, please find enclosed the payment for the Sewer Agreement Fee for July, August and September 2020 in the amount of \$14,874.46.

Also, pursuant to the agreement signed by the Mayor and Council of Millington and the Commissioners of Kent County, dated September 21, 2004, please find enclosed the payment for the Water Agreement Fee for July, August and September 2020 in the amount of \$7,485.85.

If you have any questions, please contact the Department of Water and Wastewater Services at 410-778-3287.

Sincerely,

A handwritten signature in blue ink that reads "Jeanne M. Edwards".

Jeanne M. Edwards
Senior Accountant

cc: Mike Moulds, Director of Public Works

CALCULATIONS TO DETERMINE FY21 QUARTERLY PAYMENTS TO MILLINGTON IN ACCORDANCE WITH THE AGREEMENTS.	PERIOD PAYMENT COVERS	PAGE 1 OF 1
	FROM (month, year) July, 2020	TO (month, year) June, 2021
Name: Kent County Dept of Water & Wastewater Services No. and 709 Morgnec Road Street City, State Chestertown, MD 21620 and Zip Code:	Name: The Town of Millington No. and PO Box 330 Street City, State Millington, MD 21651 and Zip Code:	
I. FROM SEWER WASTEWATER SERVICE AGREEMENT DATED 4/13/04 a) Determine O&M cost from Millington's Audit and Revenue and Expense Report Provided by Millington.		
ACCOUNT TITLES	ACCOUNT NUMBER	ANNUAL TOTALS
1.) Operator Costs		\$ 46,315.00
2.) Payroll & Payroll Tax		\$ 20,884.00
3.) Permit Fees		\$ 5,798.00
4.) Office Expenses		\$ 1,989.50
5.) Laboratory & Testing		\$ 13,994.00
6.) Supplies & Materials		\$ 10,048.00
7.) Utilities		\$ 27,348.00
8.) Sludge Expenses		\$ -
9.) Repairs/Maintenance		\$ 29,107.00
10.) Professional Fees		\$ 13,676.00
11.) Insurance		\$ 4,092.00
12.) Unusual Item		\$ -
13.) Miscellaneous		\$ 1,052.00
GRAND TOTAL EXPENSES		\$ 174,303.50
II. TOTAL Town EDU's		
a.) As provided by the Town of Millington	=	274
III. COUNTY EDU's (Millington)		
a.) As provided by the County	=	142
IV. TOTAL EDU'S		
a.) Total of II. and III.	=	416
V. COST PER EDU FOR FY2021		
a.) Grand Total Expenses/IV.Total EDU's	=	\$ 419.00
VI. COUNTY PAYMENT FOR FY2021		
a.) V.Cost per EDU * III.County EDU's	=	\$ 59,497.83
VII. COUNTY QUARTERLY PAYMENT		
a.) VI.County Payment divided by 4		\$ 14,874.46

CALCULATIONS TO DETERMINE FY21 QUARTERLY PAYMENTS TO MILLINGTON IN ACCORDANCE WITH THE AGREEMENTS.		PERIOD PAYMENT COVERS	PAGE 1 OF 1
		FROM (month, year) July, 2020	TO (month, year) June, 2021
Name: Kent County Dept of Water & Wastewater Service No. and 709 Morgnec Road Street City, State Chestertown, MD 21620 and Zip Code:		Name: The Town of Millington No. and PO Box 330 Street City, State Millington, MD 21651 and Zip Code:	
I. FROM WATER SERVICE AGREEMENT DATED 9/21/04			
a) Determine O&M cost from Millington's Audit and Revenue and Expense Report Provided by Millington.			
ACCOUNT TITLES		ACCOUNT NUMBER	ANNUAL TOTALS
1.) Operator Costs			\$ 21,654.00
2.) Payroll & Payroll Tax			\$ 20,884.00
3.) Permit Fees			\$ -
4.) Office Expenses			\$ 1,859.50
5.) Laboratory & Testing			\$ 2,436.00
6.) Supplies & Materials			\$ 11,384.00
7.) Utilities			\$ 15,194.00
8.) Repairs/Maintenance			\$ 18,535.00
9.) Professional Fees			\$ 4,833.00
10.) Insurance			\$ 1,905.00
11.) Advertising			\$ -
12.) Miscellaneous			\$ 788.50
GRAND TOTAL EXPENSES			\$ 99,473.00
II. TOTAL Town EDU's			
a.) As provided by the Town of Millington	=		274
III. COUNTY EDU's (Millington)			
a.) As provided by the County	=		118
IV. TOTAL EDU'S			
a.) Total of II. and III.	=		392
V. COST PER EDU FOR FY2021			
a.) Grand Total Expenses/IV.Total EDU's	=	\$	253.76
VI. COUNTY PAYMENT FOR FY2021			
a.) V.Cost per EDU * III.County EDU's	=	\$	29,943.40
VII. COUNTY QUARTERLY PAYMENT			
a.) VI.County Payment divided by 4		\$	7,485.85

WATER SERVICE AGREEMENT

THIS AGREEMENT, by and between the Mayor and Council of the town of Millington ("Town"), and The County Commissioners of Kent County, Maryland ("County"), made this 21st day of September, 2004;

WITNESSETH, whereas the Town is an incorporated municipality in Kent County, and Queen Anne's County, Maryland, and the County is also an incorporated municipality, and the Town is contemplating the installation of a municipal water system in cooperation with the County; and;

WHEREAS there are certain properties within the County located close to the Town which will benefit by having water service, and the Town and the County hereby agree as follows:

1. The engineering plans and studies prepared by McCrone, and the "Annual Operating and Maintenance Projection" in the McCrone engineering study are incorporated herein and made a part hereof.
2. The water plant, distribution lines, fire hydrants, and meters within the Town limits, together with the distribution lines and the division valve all as shown on the McCrone plans shall be owned by and be the responsibility of the Town.
3. BEGINNING AT the division valve located on the Town boundary, where the boundary crosses Route 291, all water lines, fire hydrants, water meters West on Route 291; and all water lines, fire hydrants, and meters located within the Sandfield subdivision, plus all lines, fire hydrants, and meters located North of the division valve on Route 313, all as is more particularly shown on the McCrone plans, shall be owned by and be the responsibility of the County.
4. The County is to purchase from the Town water capacity for the 88 existing equivalent dwelling units (EDUs), plus the proposed 96 EDU's west of town for which the County shall pay the Town the sum of Five Hundred and Fourteen Thousand, Two Hundred Fifty Seven Dollars (\$514,257) for the allocation of this capacity. Plus cost associated with Contract Change Orders approved by R.U.S.. The first payment of Two Hundred and Fifty Thousand Dollars (\$250,000) shall be made once the County's System is complete and ready for use. The second payment of One Hundred and Twenty Five Thousand Dollars (\$125,000) shall be made to the Town when substantial completion is given to the contractor, and the final payment of One Hundred and Thirty Nine Thousand, Two Hundred and Fifty Seven Dollars (\$139,257) shall be made at project close out.
5. The County will pay the Town Twenty-Four (\$24.00) Dollars per EDU each quarter, which payment shall begin six months after the system is ready for hook-ups. See McCrone study, Table 20, Study Area 2C on page 18 of Plan dated December 15, 2000.

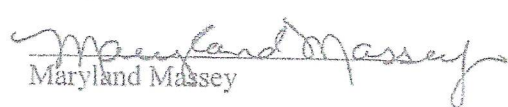
6. The administration and maintenance costs and the EDU charge will be adjusted according to the following formula, and will be calculated annually utilizing FY audit figures after the system has been on line for one year.
 - a. The quarterly costs shall be determined by taking the total operations, administration, and maintenance costs of the Plant and Tank and dividing the resulting figure by the total EDUs to obtain the costs per EDU, which resultant cost shall be multiplied by the number of EDUs the County has connected to the system. This figure is to be reviewed annually and adjusted pursuant to the annual audit figures to figure the next FY quarterly payments to the Town.
 - b. "EDU" is one residential unit actually connected to the system.
7. The Town and County shall negotiate future growth capacity that may require allocation beyond that, which is agreed upon, when and if such capacity becomes necessary.
8. The term of this Agreement shall be Forty years (40) from the date hereof, and shall thereafter be renewed and renegotiated by the parties.
9. Each party does hereby agree to save the other party harmless from any and all claims, suits, damages, arising out of that portion of the system which is under that party's control.

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

The Mayor and Council of Millington, Maryland,

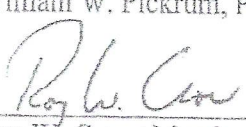

R. Dennis Hager, Mayor


John J. Pipozar


Maryland Massey

The County Commissioners of Kent County, Maryland,


William W. Pickrum, President


Roy W. Crow, Member


Scott D. Livie, Member

SEWER WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT, by and between the Mayor and Council of the town of Millington, ("Town"), and The County Commissioners of Kent County, Maryland ("County"), made this 21st day of September, 2004;

WITNESSETH, whereas the Town is an incorporated municipality in Kent County and Queen Anne's County, Maryland, and the County is also an incorporated municipality, and the state is contemplating the installation for the improvement of a wastewater plant in cooperation with the County, and,

WHEREAS there are certain properties within the County located close to the Town which will benefit by having an available wastewater system, and the Town and the County hereby agree as follows:

1. The engineering plans and studies prepared by McCrone are incorporated herein and made a part hereof.
2. The wastewater plant, per se, and the lines shall be property of the Town, and the County shall own and maintain the sewer lines and grinder pumps beginning at the Town's boundary at the new manhole #38A on Route 291, and also the lines and pump station in the Sandfield subdivision terminating at manhole #17 located north on Route 313, all as indicated by the aforesaid construction plans by McCrone's engineering study.
3. The County currently has allocations for 88 Equivalent Dwelling Units (EDU's)/22,000 gallons per day (gpd). The Town and County have mutually agreed whereby the Town will sell the Commissioners additional capacity for 133 EDU's/33,250 gpd, for which the County shall pay the Town Six Hundred Ninety Thousand Dollars (\$690,000). All Contract Change Orders increasing construction cost and approved by Rural Development would also be shared. The first payment of Three Hundred Thousand Dollars (\$300,000) shall be made once the County's Collection System is complete and ready for use. The second payment of One Hundred Fifty Thousand Dollars (\$150,000) shall be made to the Town when substantial completion of the new Bio-Lac treatment process is given to the contractor, and the final payment of Two Hundred Forty Thousand Dollars (\$240,000) shall be made at project close out.
4. The Town will grant an easement to the County to enter, construct and maintain the pump station located at Robvanary Park, near the Town's westerly boundary line along Route 291.
5. There is an existing agreement by and between the County and the Town wherein the County is paying the Town \$61.50 per EDU quarter. This agreement was entered into by and between the Town and the Kent County

Sanitary District on September 17, 1997, pursuant to a letter from Mayor Hager that established an annual rate per ERU (the Town's equivalent of EDU) of Two Hundred Forty Six Dollars (\$246.00) per year, effective July 1, 1997. The County shall continue to make payments to the Town on a quarterly basis (February 1, May 1, August 1, and November 1). When the first Fiscal Year audit numbers are complete, the old agreement shall be null and void, and the following charging formula will be implemented: 'The total cost to operate the plant, including administration costs (based on year end audit numbers), will be divided by the total number of EDU's on the system to obtain a cost per EDU. That number will be multiplied by the total number of EDU's connected to the County system to determine the next FY quarterly payments to the Town.' The terms EDU and ERU shall be defined as equivalent to one residential usage actually connected to the system.

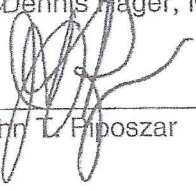
6. The Town and County shall negotiate future growth capacity, which may require allocations beyond that which is agreed upon, when and if such capacity becomes necessary.
7. The terms of this agreement shall be forty years (40) from the date hereof and shall thereafter be renewed and renegotiated by the parties.
8. Each party does hereby agree to save the other party harmless from any and all claims, suits and damages arising out of that portion of the system that is under the party's control.

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

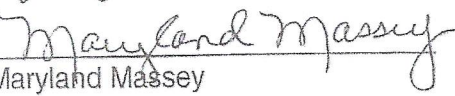
The Mayor and Council of Millington, Maryland,



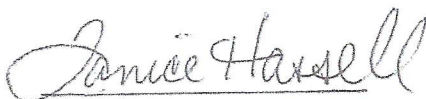
R. Dennis Hager, Mayor



John L. Fiposzar



Maryland Massey



Attest

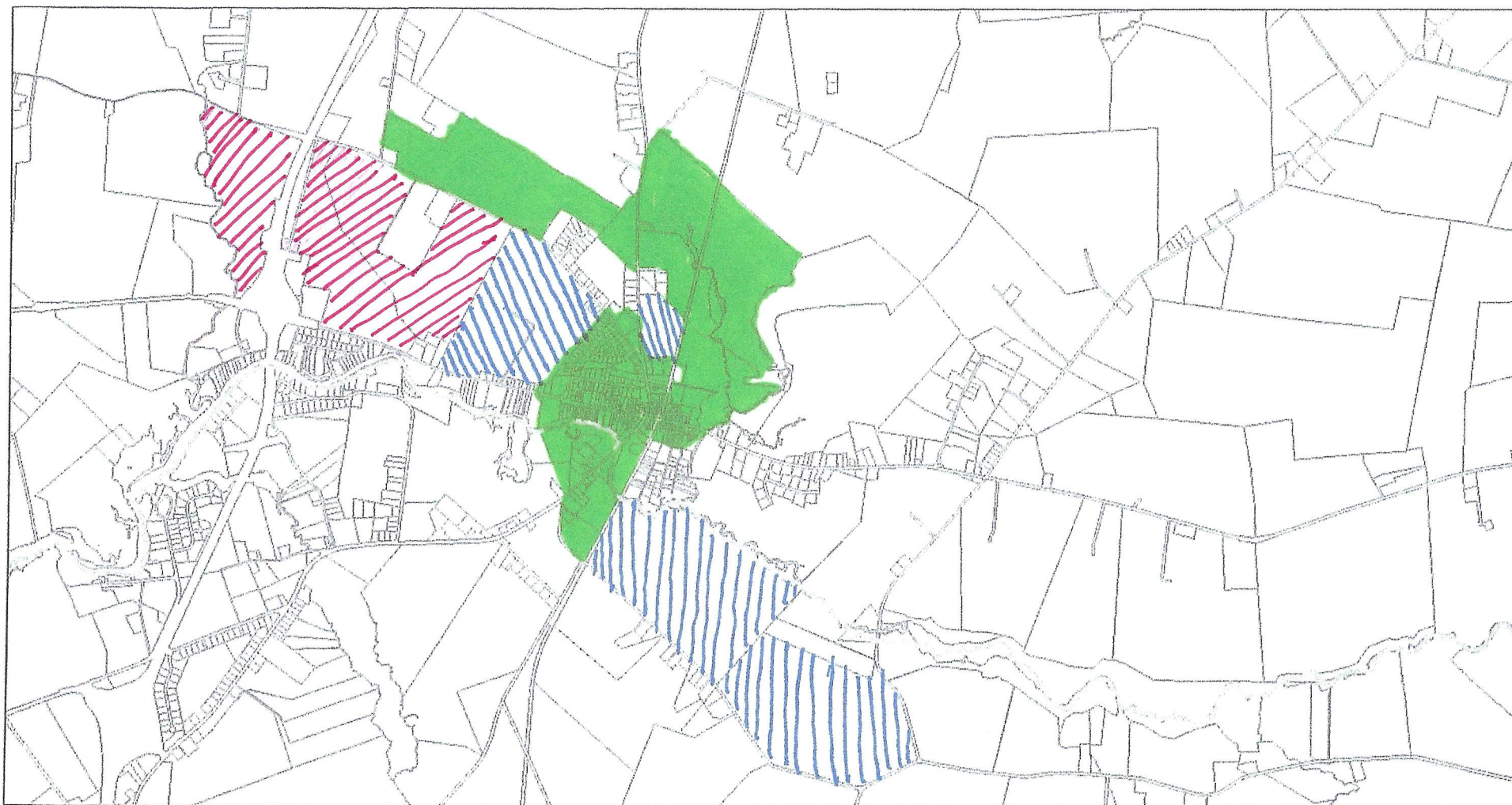
The County Commissioners of Kent County, Maryland

William W. Pickrum, President

Roy W. Crow, Member

Scott D. Livie, Member

Attest



June 1, 2021

 MD Counties

Town of Millington 
Annexation - 1-5 years 
Annexation - 6-10 years 

1:30,331

0 0.3 0.6 1.2 mi
0 0.45 0.9 1.8 km

MD IMAP, MDP, SDAT, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

UTILITY CAPACITY

6/11/2021

Water Permitted

205,500 gallons (maximum allowed)

= 822 allocations

Currently 458 allocations

Remaining 364 allocations

Sewer Permitted

105,000 gallons (maximum allowed)

= 420 allocations

Currently 416 allocations

Remaining 4 allocations



Myra Butler, Director, Parks and Recreation
7/20/2021
County Commissioners Meeting

Item Summary:

Local Park & Playground Infrastructure Grant Funding Recommendations

ATTACHMENTS:

Description

Kent County LPPI Allocation Notification Letter

Kent County LPPI Grant Guidelines for Local Distribution of Funding

LPPI Grant Funding Requests & Recommendations Summary

County Parks LPPI Funding Request (Cost Estimates)

Town of Rock Hall Funding Request

Town of Betterton LPPI Funding Request

Town of Chestertown LPPI Request



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

May 20, 2021

Myra Butler, Director
Department of Recreation and Parks
10932 Worton Road
P. O. Box 67
Worton, Maryland 21678

Re: FY 2022 - Local Parks and Playgrounds Infrastructure

Dear Ms. Butler:

The FY 2022 capital budget (HB 590) includes \$85 million in general obligation bond funding for Local Parks and Playgrounds Infrastructure to be administered by the Maryland Department of Natural Resources. We are notifying you that Kent County received a total of **\$1,000,000** that will be available for eligible projects in FY 2022.

House Bill 590 of 2021 states that the capital budget authorization is for:

- Grants to the county administrative units managing local parks to **design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities**, including but not limited to trails, playgrounds, and recreational facilities.

The legislation further states that:

- **No amount of these funds shall be used for projects that are inaccessible to the general public**, require memberships, exclude the public because of higher user fees, or which include office, residential, or elaborate lodging facilities.
- To the greatest extent possible, these funds shall be encumbered for projects during State Fiscal Year 2022 which begins on July 1, 2021 and ends June 30, 2022.
- DNR shall administer funds in a similar manner as Program Open Space Local grants for development projects with the exception that the matching requirement is waived and there are specific requirements related to general public access (outlined above).
- This funding shall be used to supplement the funds that would, in the absence of this funding, be made available from State and non-State sources for the provision of recreational amenities, and not to supplant such funds.

The attached memorandum will provide further information on the process. Your continued support and interest in improving the quality of our parks and recreation for the citizens of Maryland is greatly appreciated.

Sincerely,

Hilary D. Bell
Deputy Director, Land Acquisition & Planning

cc: Carrie Lhotsky, Regional Administrator, POS



County Commissioners of Kent County, Maryland Department of Parks & Recreation



MEMORANDUM

To: Kent County, MD Municipal Governments
Kent County Department of Public Works, Grounds & Parks Maintenance Division

Cc: Shelley L. Heller, County Administrator

From: Myra S. Butler, Director

Date: June 21, 2021

Re: FY 2022 Local Parks and Playgrounds Infrastructure (LPPI) Funding – Local Guidelines

As you are aware, the State of Maryland FY 2022 capital budget (HB 590) includes \$85 million in general obligation bond funding for Local Parks and Playgrounds Infrastructure to be administered by the Maryland Department of Natural Resources (DNR). The funding is targeted for projects designed to rehabilitate and enhance community parks. The purpose of this memorandum is to provide a general overview of the process that will be used locally by Kent County. The process aligns with policies and guidelines set forth by DNR.

The application materials and the policy guidance documents are included for projects as outlined in this memo. The Board of County Commissioners have set clear benchmarks for action to ensure these funds benefit Kent County residents and are not redirected to other jurisdictions.

All counties must submit a letter to DNR outlining the proposed LPPI projects. The letter is anticipated to be submitted after the Board of County Commissioners' review and approve funding requests. As such, please be mindful of the July 2nd proposed projects summaries due date outlined in the timeline below.

In addition to providing an overview of your municipality's purchasing/procurement policy to ensure expenses/purchases are the result of transparent, objective and competitive pricing, proposed project summaries must include the following: park name and location, project plans/phase targeted for funding (design, construction, equipment), project amount with supporting quotes/estimates, and the project completion timeline/schedule. Project requests may support more than one park location, but each location must be listed and requested as a separate project within the summary.

I. Background

- **Grants to the county administrative units managing local parks to design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities**, including but not limited to trails, playgrounds and recreational facilities.

The legislation further states that:

- **No amount of these funds shall be used for projects that are inaccessible to the general public**, require memberships, exclude the public because of higher user fees, or which include office, residential, or elaborate lodging facilities.

- To the greatest extent possible, these funds shall be encumbered for projects during State Fiscal Year 2022 which begins on July 1, 2021 and ends June 30, 2022.
- DNR shall administer funds in a similar manner as Program Open Space Local grants for development projects with the exception that the matching requirement is waived and there are specific requirements related to general public access (outlined above).
- This funding shall be used to supplement the funds that would, in the absence of this funding, be made available from State and non-State sources for the provision of recreational amenities, and not to supplant such funds.

II. Eligible Projects

To be eligible for funding projects must be:

- Located on land owned or controlled by the applicant (governmental entity).
- Design, construction, and/or capital equip indoor/outdoor park infrastructure.
- 100% accessible to the **general public**.
- Capital projects (must have a useful life expectancy of at least 15 years).

Administrative Process:

- Letter from Local Jurisdiction - As soon as practicable, Kent County will submit a letter to LAP outlining projects proposed for funding. The letter will be inclusive of all projects approved by the Board of County Commissioners.
- Notification of Local Approval & Application Submission - After initial notification of County approval of projects and funding, municipalities shall complete one application for each project (application attached) to the Director of Kent County Parks & Recreation via email to mbutler@kentgov.org.
- Application Review - The Director of Parks & Recreation will review individual project applications and submit all Kent County project applications to LAP. If an application is submitted for a municipality project, a funding authorization letter will be provided by the County for submission with the application.
- Acknowledgement Letter - LAP will send an acknowledgement letter to establish the project start date pending Board of Public Works (BPW) approval.
- Board of Public Works (BPW) Approval - All projects funded with general obligation bonds require BPW approval. Applications submitted do not bind the state to reimburse the applicant for expenditures incurred on the project until after BPW approval. LAP will schedule projects for the next possible BPW meeting.
- BPW Approval Notification - LAP will notify the applicant once BPW has approved the project.
- Reimbursement Request Application - Reimbursement requests must be submitted via a Reimbursement Request Application (attached). Reimbursements must be limited as much as is practicable. Final reimbursement requests must include photos of the completed project.

Attachments:

Local Parks and Playgrounds Infrastructure - Project Application

Local Parks and Playgrounds Infrastructure - Reimbursement Request Application

II. Kent County LPPI Timeline

2021

June 21	P&R Distributes Funding Request Guidelines to Towns & DPW
July 2	Proposed Project Summaries Due to P&R (must include supporting documents – quotes/cost estimates and an overview of the municipality’s Purchasing Policy)
July 20	Proposed Project Recommendations Reviewed and Approved by KCCs
July 26-30	P&R Submits Detailed Projects Summary Letter to DNR
August 13	Proposed Project Applications Due to P&R
Sept 7- 10	P&R Submits Proposed Project Applications to DNR
December 21	P&R Updates KCCs for Review of Outstanding Applications to Redirect Funding to Other Projects (if necessary); BPW Project Approval Status Update

2022

Jan-April	Monthly Project Status Updates to P&R
May 14	Project Completion Timeline Amendment Requests Submitted to P&R
May 25	Project Status Updates /Amendments Presented to KCCs
December 31	Target for Projects’ Completion / Completion Photos Submitted to P&R

2023

Jan-Feb	Project *Reimbursement Applications Submitted to P&R & Forwarded to DNR
---------	---

*Town projects shall require Towns to incur project costs which shall be reimbursed after project completion. Reimbursement requests to DNR must be limited as much as possible.

Thank you for your attention and adherence to the program guidelines. Please do not hesitate to contact me should you have any questions or concerns. I can be reach via email at mbutler@kentgov.org or by phone at 410-778-1986.



County Commissioners of Kent County, MD

Department of Parks & Recreation



\$1M Local Parks & Playground Infrastructure Grant Funding Kent County Projects Summary & Recommendations

County Parks		Requested	Recommendation
Worton Park Multipurpose Field Lighting		\$340,496	\$340,496
Worton Park Playground		\$156,814	\$156,814
Worton Park Pavilion Roof Shingles		\$ 9,000	\$ 9,000
Worton Park Concession Stand Roof Shingles		\$ 3,000	\$ 3,000
Edesville Park Playground Swings		\$ 9,764	\$ 9,764
Bayside Pool Bathhouse Flooring		\$ 15,381	\$ 15,381
Betterton Beach Pavilion Roof		\$ 20,000	\$ 20,000
County Parks Total		\$554,455	\$554,455
Town Parks		Requested	Recommendation
Betterton	Tennis Court & Fencing	\$ 95,800	\$ 95,800
Rock Hall		Requested	Recommendation
	Ballfields & ADA Restrooms	\$251,915	\$251,915
Chestertown		Requested	Recommendation
		\$275,645	\$ 96,755
	Gilchrest Rail Trail Expansion & Fencing		
		\$ 31,660	\$ 31,660
	Wilmer Park	\$167,873	\$ 13,983
	<i>Pervious brick path and art installation not recommended to be funded: Pathway Serves More as Access Road; MOU with Washington College expires in 2022</i>		
	Bailey Park	\$ 51,039	\$ 46,039
	<i>Public art installation not recommended to be funded</i>		
	Louisa D'Andelot Carpenter Park	\$ 10,073	\$ 5,073
	<i>Public art installation not recommended to be funded</i>		
	Gateway Park	\$ 5,000	-----
	<i>Public art installation not recommended to be funded</i>		
	Washington College Art Installation (Semans-Griswold Environmental Hall)	\$ 5,000	-----
	<i>Public art installation not recommended to be funded</i>		
	Fountain Park Art Installation	\$ 5,000	-----
	<i>Public art installation not recommended to be funded</i>		
Town Parks Total		\$ 623,360	\$444,470
Grand Total		\$1,177,815	\$998,925

Quote

Date: July 9, 2021
To: Myra Butler
James Wright Jr

Project: Worton Park Multipurpose Field 2

Worton, MD
Kent County Public Works and Recreation & Parks

Ref: #212443

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Multipurpose Field 2 – 50FC - 360' x 180'\$ 340,496.00

Sales tax & bonding, if applicable, are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5:1

System Description

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles sized for 50FC on adjacent fields 1 & 3
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (32) Factory wired poletop luminaire assemblies
- UL Listed assemblies

Environmental Light Control

- Spill light minimized at 150' from edge of field to 0.03 max horizontal fc & 0.07 max vertical fc
- Off-site glare light minimized at 150' from edge of field to 2050 max candela per fixture

Control Systems and Services – Utilizing Existing C&M From Same Service as Softball Field E

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.



Quote

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Installation Services Provided

Worton Park Multipurpose Field 2

Worton, MD

Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact appropriate agencies for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Quote

Foundations, Poles, and Luminares:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (8) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120V 20A controls circuit or a step-down transformer for 120V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Musco's Credit Department will provide payment terms. Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480V, 3 Phase electrical system requirement.
- Structural code and wind speed = IBC 2018, 115 mi/h, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

John Windsor
Field Representative



Quote

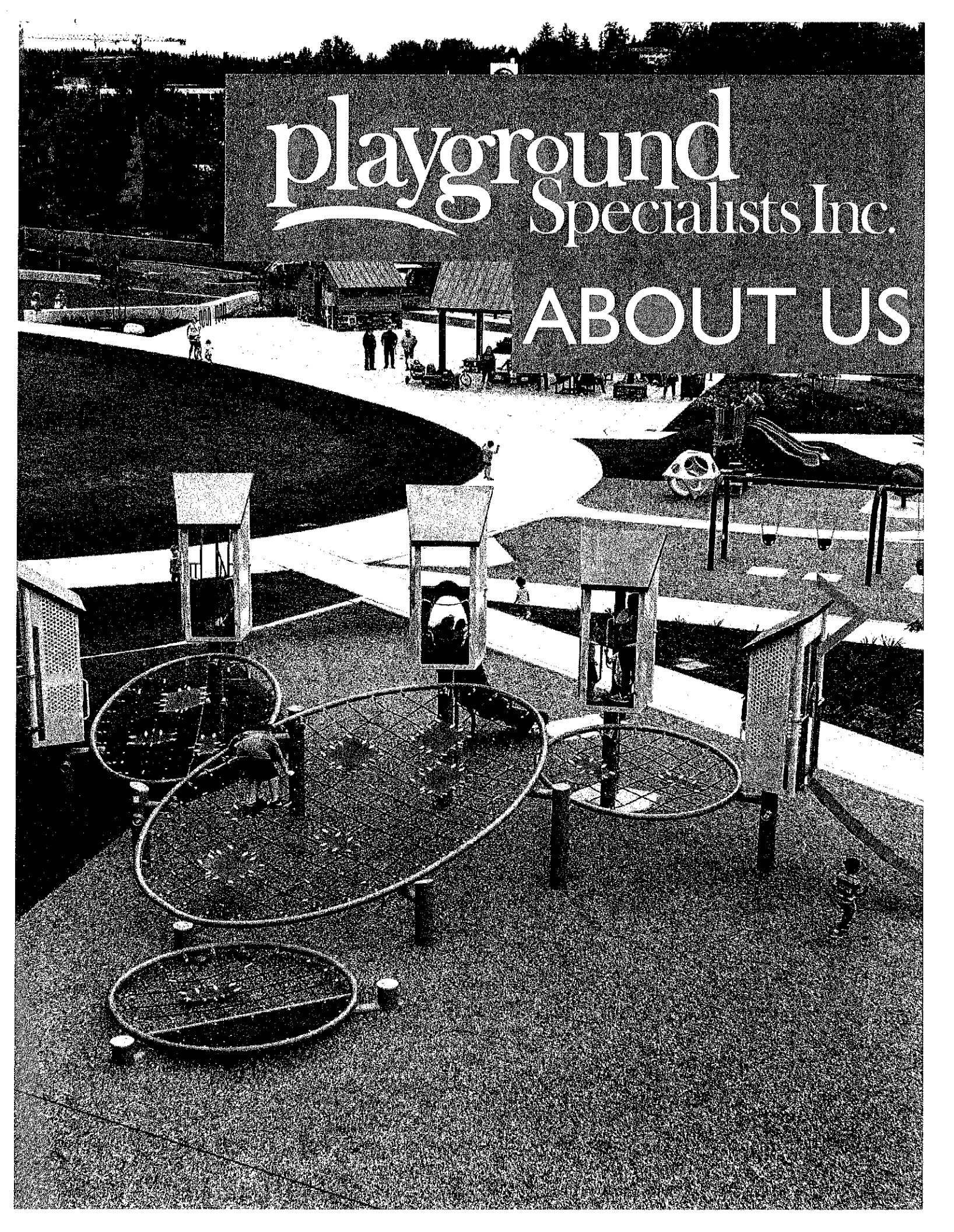
Musco Sports Lighting, LLC

Phone: 410-688-4297

E-mail: John.Windsor@musco.com



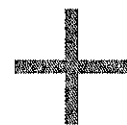
MUSCO.



playground
Specialists Inc.

ABOUT US

ABOUT US



A leading, innovative recreation
company with turn-key service!

Established in 1998 as an
installation company we have
evolved into a leading full
service recreation company

Qualified Experienced Team:

We have over 16 Certified
Playground Safety Inspectors
on staff to ensure all designs
meet or exceed guidelines

- Project Manager
- In-House Design Team
- Sales Support Team
- Administrative Support
- 3 Inclusive Play Design
Specialists on Staff
- Installation Crews Work
Year- Round

Playground Specialists, Inc is a full service
recreation company that can assist you with all
your park and playground needs, from design to
installation. We offer a variety of products to meet
your needs. At Playground Specialists, Inc we
work hard to maintain a strong foundation by
building relationships with customers and
recreation professionals. Each day we're working
with customers to create the perfect recreation
area. We believe that all kids (and adults!)
deserve a safe, fun place to play.



INSTALLATION

All of our services give you the best and most professional installation in the industry!

Expect the following to be included with your playground installation:

- Coordination and shipment
 - Forklift unloading of skids and heavy pipes
 - Indoor, dry and secure storage
 - Check the shipment for missing or damaged pieces
 - Pre-assembly of most equipment prior to construction
 - Pre-construction meetings
 - Properly recycle or dispose of all waste materials and construction debris
 - Lifetime warranty on installation
- Installation of over 5000 projects since 2008
 - Lifetime warranty on installation
 - 4 professional installation crews
 - Certified Playground Safety Inspectors on site
 - Qualified contractor with the International Playground Contractors Association (NPCAI)
 - Factory-trained for all our projects
 - Experts in everything from demolition, retaining walls, grading, drainage, equipment installation and rubber surfacing
 - Bonded and insured for Recreational Product installation





Worton Park

playground
Specialists Inc.

800.385.0075
www.playspec.com
sales@playspec.com

● ● ● ● ●
CYN LGY BEI CBB ECO



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PLAYGROUND SPECIALISTS INC
29 APPLES CHURCH ROAD
THURMONT, MD 21788

EQUIPMENT SIZE:

X' x Y' x Z'

USE ZONE:

X' x Y'

AREA:
SEE DWG

PERIMETER:
SEE DWG

FALL HEIGHT:
8 FT.

USER CAPACITY:
105

AGE GROUP:
2-12

ADA SCHEDULE	Total Elevated Play Activities: X		
	Total Ground-Level Play Activities: X		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	X	X	X
Provided	X	X	X

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
P051121-10A

SCALE:
3/32"=1'-0"

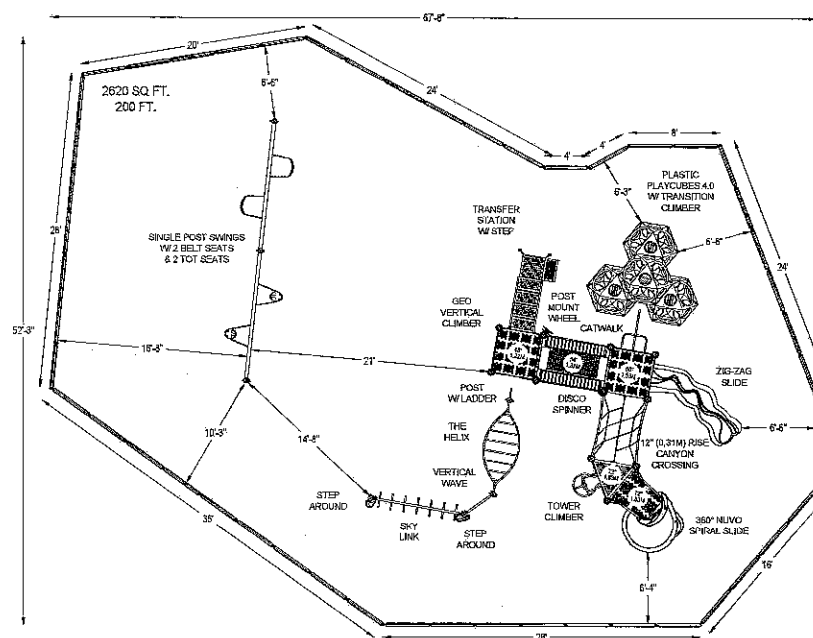
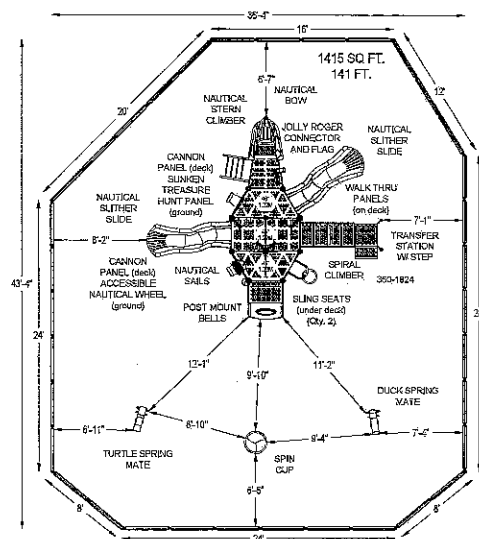
DRAWN BY:
SSHEEHY

Paper Size

DATE:
11-MAY-21

B

Worton Park



*PLAYGROUND SUPERVISION REQUIRED

Worton Park

Design Number: P051121-10A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	8
2	ZZCH8566	NAUTICAL SAIL	2
3	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	2
4	ZZPM0036	5in OD X 144in STEEL POST W/ RIVETED CAP	6
5	ZZPM0036GZ	5in OD X 144in STEEL POST (GROUND ZERO)	3
6	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	1
7	ZZPM0056	5in OD X 168in STEEL POST W/ RIVETED CAP	2
Decks & Kick Plates			
8	ZZCH0618	1/2 HEX COATED DECK ASSEMBLY	2
9	ZZCH0629	LONG COATED DECK ASSEMBLY	1
10	ZZPM0616	SQUARE COATED DECK ASSEMBLY	2
11	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	1
12	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	4
ADA Items			
13	ZZCH2027	TRANSFER STATION (48in DECK)	1
14	ZZPM2027	TRANSFER STATION (48in DECK)	1
15	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	2
Slides			
16	ZZCH8549	SLITHER SLIDE ENTRY/EXIT (NAUTICAL THEME)	2
17	ZZPM2805	ENTRY SUPPORT BRACKET	2
18	ZZPM3236	ZIGZAG SLIDE (60in DECK)	1
19	ZZPM3537	SLIDE- NUVO 360 SPIRAL SLIDE	1
20	ZZUN3208	SLITHER SLIDE 2.0 (RIGHT SECTION)	2
21	ZZUN3209	SLITHER SLIDE 2.0 (LEFT SECTION)	2
Activity Panels			
22	ZZCH4896	SLING SEAT	2
23	ZZCH8557	CANNON PANEL (NAUTICAL THEME) (DECK LEVEL)	2
24	ZZCH8560	SUNKEN TREASURE HUNT (GROUND LEVEL) (NAUTICAL THEME)	1
25	ZZCH8569	NAUTICAL WALK-THRU PANEL	2
26	ZZCH8579	ACCESSIBLE NAUTICAL STEERING WHEEL PANEL	1
27	ZZPM4290	STEERING WHEEL (POST MOUNT)	1
28	ZZPM4351	DISCO SPINNER	1
Barriers			
29	ZZCH8598	NAUTICAL STERN BALCONY	1
30	ZZPM4288	ACCESS GATE	1
Climbers			
31	ZZCH8150	SPIRAL CLIMBER (48in DECK)	1
32	ZZCH8597	NAUTICAL BOW /W STEEL CLIMBER	1
33	ZZPM6388	6ft CANYON CROSSING (DK TO DK - 12in RISE)	1
34	ZZPM6996	GEO VERTICAL CLIMBER (48in DK)	1
35	ZZPM7168	6ft TOWER CLIMBER	1
36	ZZPM8939	TRANSITION CLIMBER- PLAYMAKER	1



Worton Park

Design Number: P051121-10A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
37	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
38	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
		Ground Zer0 Climbers	
39	ZZPM0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
40	ZZPM8398	THE HELIX	1
41	ZZPM8467	THE VERTICAL WAVE	1
		GroundZer0 Overhead Events	
42	ZZPM8450	THE SKY LINK	1
		Balance	
43	ZZPM0149	STEP AROUND	2
		Bridges	
44	ZZPM7080	6ft CATWALK	1
		Audible Activities	
45	ZZCH4556	7in BELL (POST MOUNT)	1
46	ZZCH4558	9in BELL (POST MOUNT)	1
		Roofs & Arches	
47	ZZCH8539	NAUTICAL JOLLY ROGER FLAG	1
48	ZZCH8576	NAUTICAL JOLLY ROGER FLAG (SAIL CONNECTOR)	1



Worton Park

Design Number: P051121-10A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Install Users	Install Hours	Concrete (Yds3)	Active Play Events
	ASTM F1487		The lay-out for this custom playscape, design number P051121-10A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org . In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.									
	2010 ADA Standards for Accessible Design		The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.									
	Installation Times		Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]									
	Carbon Footprint		The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.									
	Pre-Consumer Recycle Content		A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.									
	Post-Consumer Recycle Content		A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product. ** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.									





Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS
KENT COUNTY PARK &
RECREATION
ATTN: MYRA BUTLER
11041 WORTON ROAD
WORTON, MD 21678

SHIP TO
WORTON PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 24248A

DATE 06/08/2021

SALES REP
ERIC BLACK

ITEM	QTY	PRICE	AMOUNT
REMOVAL REMOVE AND DISPOSE OF ALL EXISTING PLAY EQUIPMENT, BORDERS, AND SURFACING TO PREP FOR NEW EQUIPMENT AND WOODCARPET - INCLUDES DUMPSTER CHARGES	1	7,000.00	7,000.00
PLAYWORLD EQUIPMENT P051121-10A - CUSTOM PLAYGROUND DESIGN PER DRAWINGS	1	98,163.00	98,163.00
APS BORDER 8" BLACK PLASTIC BORDER	85	38.00	3,230.00
APS-ADAHalfRamp APS ACCESSIBLE HALF RAMP	2	725.00	1,450.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	33,750.00	33,750.00
WOODCARPET PROVIDE AND SPREAD 157 CY WOODCARPET EWF AT 9" COMPACTED DEPTH	157	46.00	7,222.00
NOTE FACTORY DISCOUNT ON PLAYGROUND EQUIPMENT MAY BE APPLIED BEFORE ORDER DEPENDING ON MARKET			

*Net 30 w/ PO

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permit fees, bonding, or additional
insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility
issues may result in change orders.

*Standard lead times always apply. Contact sales agent for
details.

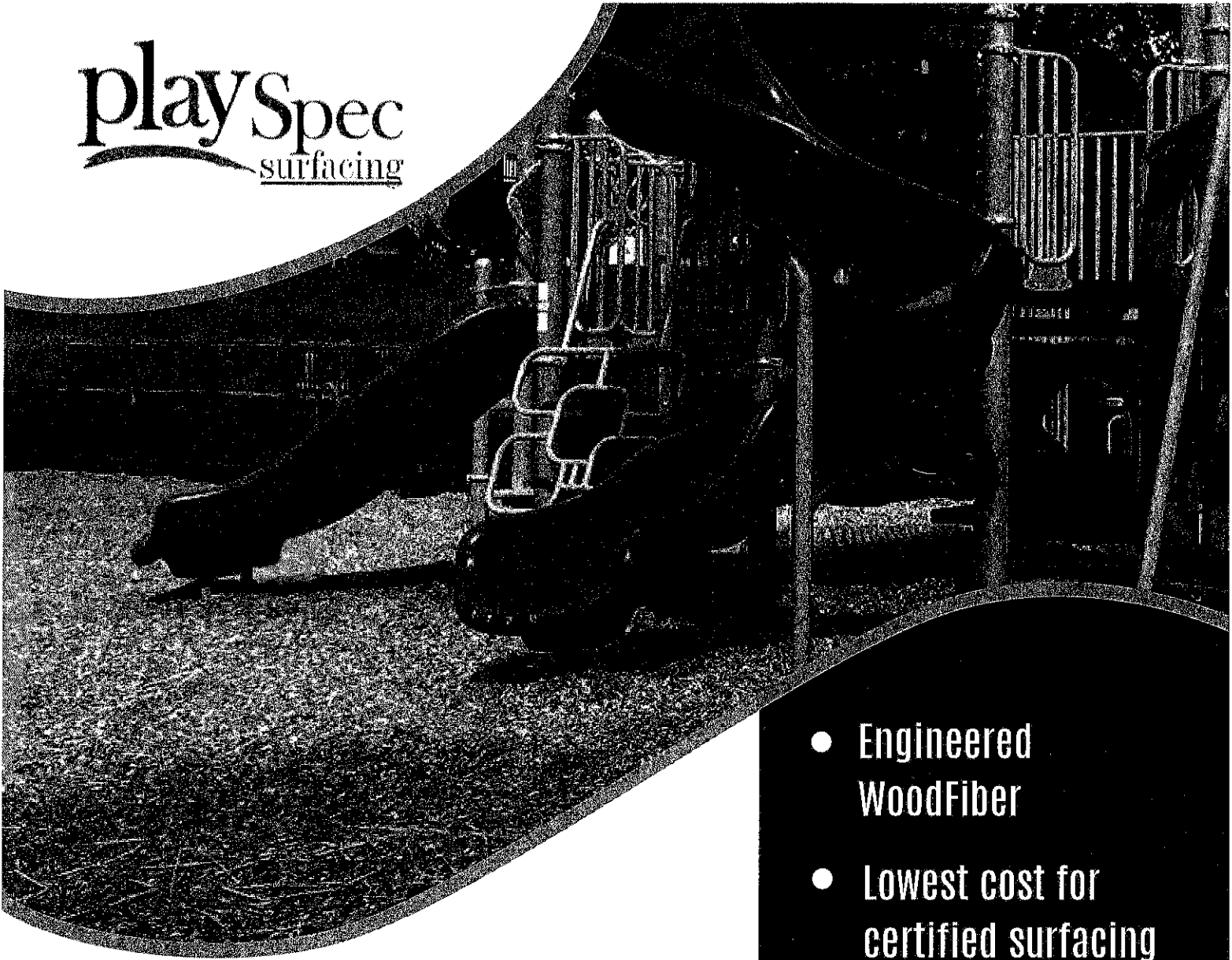
**Sign and return when approved. Thank you!

SUBTOTAL	150,815.00
TAX (0)	0.00
SHIPPING	5,999.00

TOTAL	\$156,814.00
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Accepted By

Accepted Date



playSpec
surfacing

PLAYSPEC WOODFIBER

Our locally produced woodfiber is certified by IPEMA per ASTM F1292 and F2075. Woodfiber does require refilling and raking to maintain impact attenuation

- Engineered WoodFiber
- Lowest cost for certified surfacing
- Simple installation
- Excellent fall protection
- Meets current ADA and ASTM standards if maintained properly

Contact us: sales@playspec.com

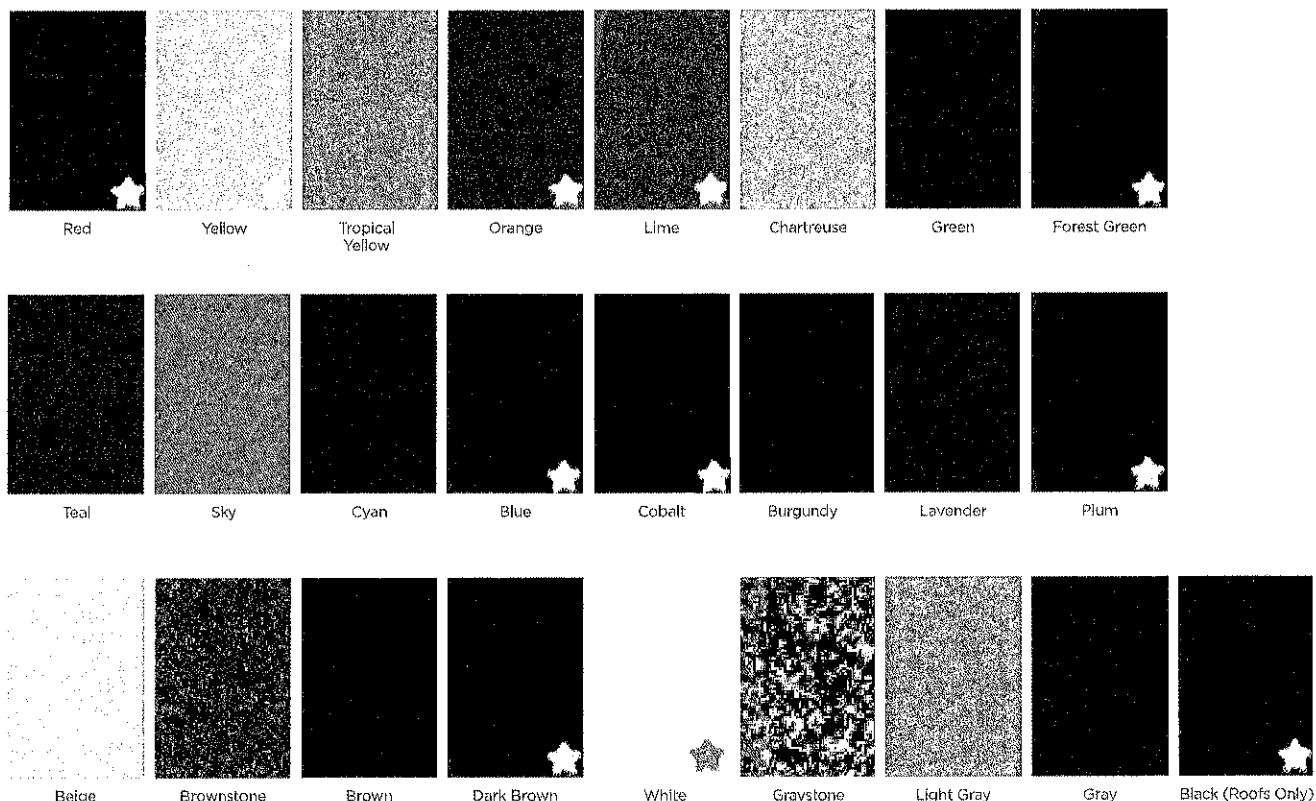
Color Me Confident

While color is a small detail in the larger scope of playground planning, it shouldn't be an afterthought. Colors can tell a story and evoke a feeling. They guide the eye and inspire play.

From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for every play space.

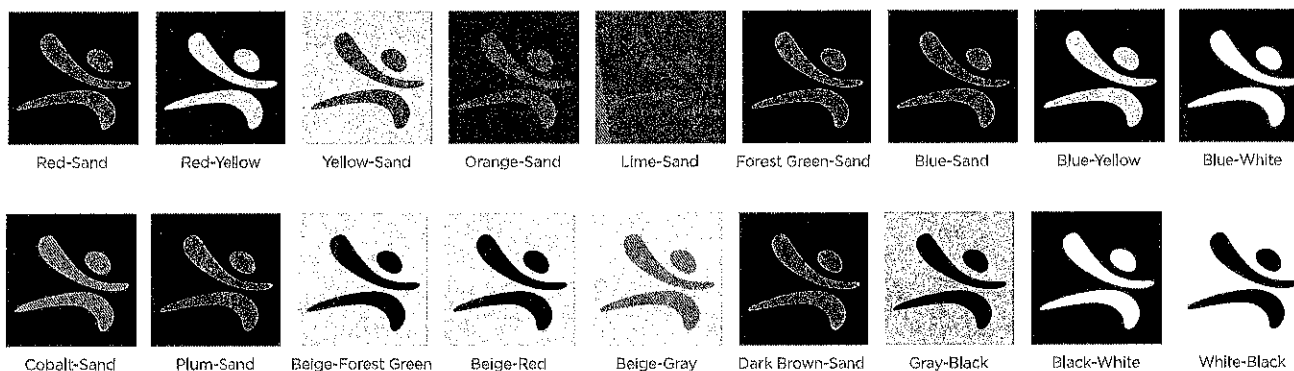
Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

Rotomolded Colors

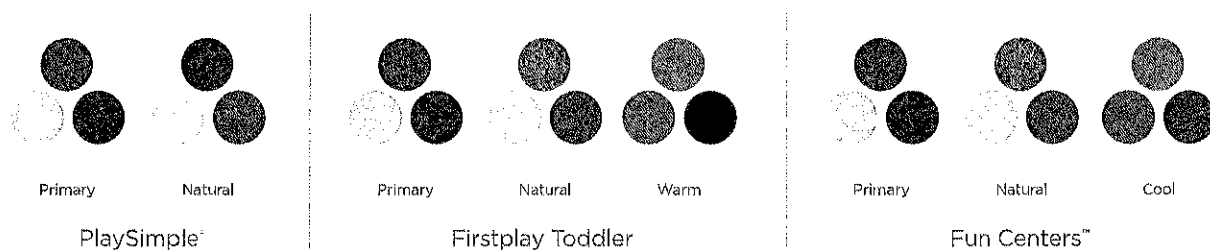


★ = available in sheet plastic

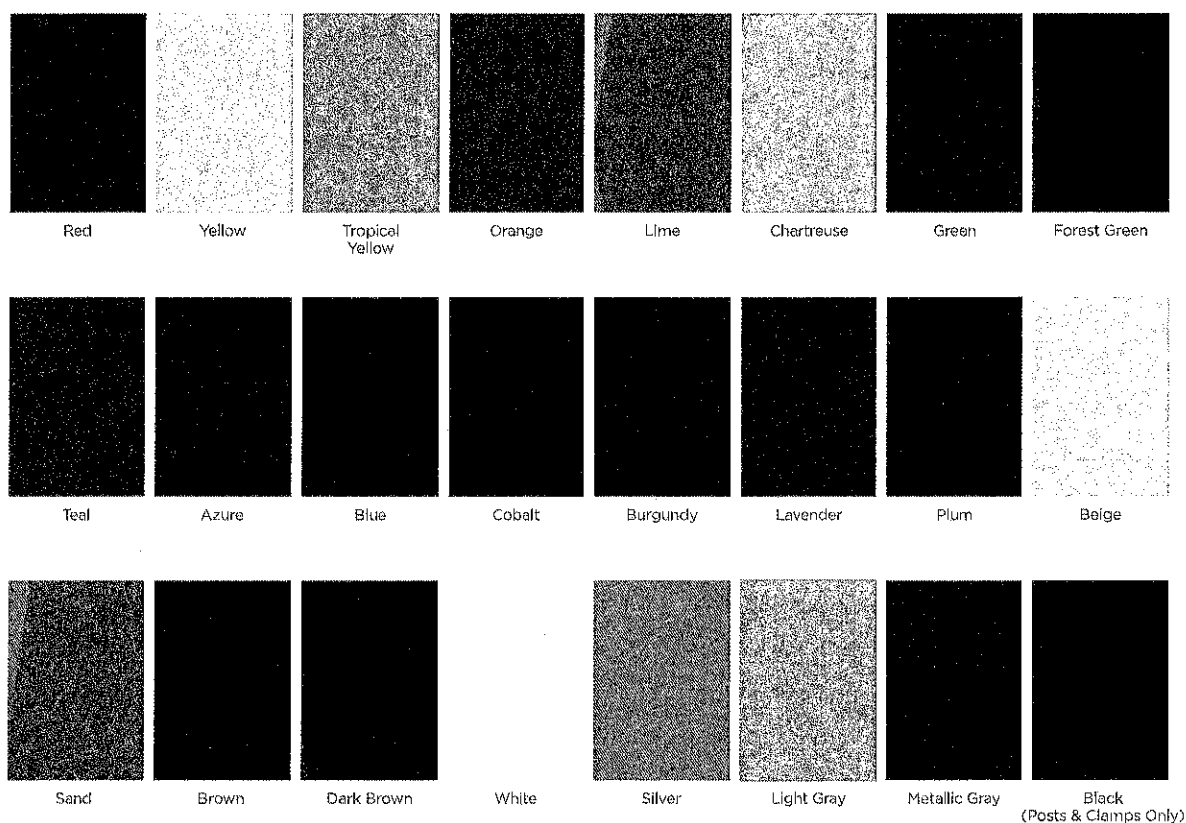
2-Color Sheet Plastic



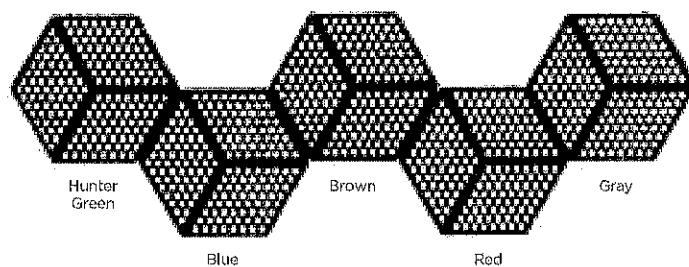
Pre-selected color palettes streamline the ordering process and allow us to provide exceptionally great prices on select product lines.



Component & Post Colors



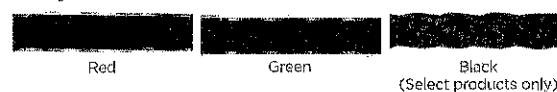
Eco-Armor® Colors



Boulders



Rope Colors



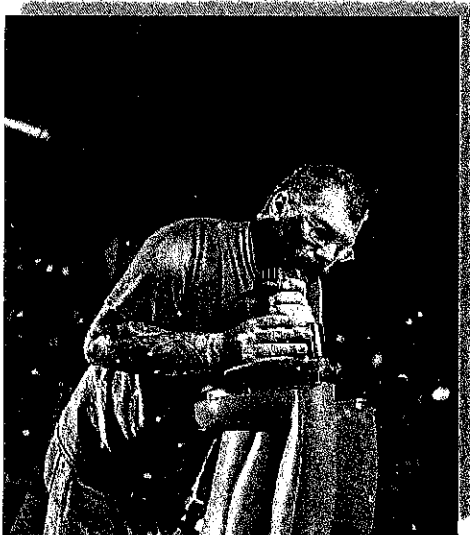
Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.

WARRANTY⁺

Your warranty from Playground Specialists:

Items *not* covered under this warranty:

- Cosmetic damage or defects such as surface scratches, dents, marring, fading or discoloration
- Damage due to normal wear and tear
- Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes and windstorms
- Damage due to "environmental factors", such as windblown sand, salt water, salt spray, airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog)

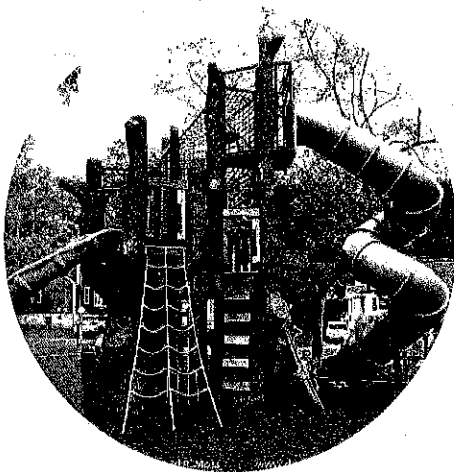


- Playground Specialists Inc and Playworld warrants it's products to be free from defect in materials or workmanship during normal use and installation in accordance with our published specifications.
- Playworld further warrants as follows:
 - Limited lifetime warranty on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts except as otherwise specified below
 - Limited 25- year warranty on Spring Mates® aluminum castings
 - Limited 15- year warranty on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type
 - Limited 10- year warrant on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre case concrete products does not cover minor chips, hairline cracks or efflorescence
 - Limited 5- year warranty on all PlaySimple®, Drop Zone Tower™, LiveWire Zip Line™, AeroGlider™, Border Timbers™, swing seats, steel coil, C Springs, and site amenities
 - Limited 2- year warranty on NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, flex treads and any other materials not covered above
 - See Playworld catalog for additional factory warranties

REFERENCES⁺

With over 20 years of experience in the recreation industry we have established an excellent reputation as a premier recreational equipment company!

Recently Completed:



Madison Manor Park
Arlington, VA



Heurich Park
PG County, MD



Woodland Park
Herndon, VA



Cleveland ES
DC Public Schools

serving:
MD, DC, VA, & WV

Eric Black
Sales Representative, CPSI
301-748-6702
Eric@playspec.com



playground
Specialists Inc.

29 Apples Church Rd,
Thurmont, MD 21788
800.385.0075 | sales@playspec.com
www.playspec.com

**Allstate Building
Company, LLC**

P. O. Box 572
Chestertown, MD 21620
PH: 410-778-2693

PROPOSAL

SUBMITTED TO:
Kent County Parks & Rec. 11041 Worton Rd. PO Box 67 Worton MD 21678

Date	Estimate #
5/17/2021	4193

Job Name
Worton Park Pavil...

We hereby submit the following estimate:	Total
To provide labor and materials to re-roof the Worton Park Pavilion with A Tamko Architectural Shingle. The scope of work is as follows. Remove existing shingles, felt paper and drip edge. Inspect the roof deck for any damage or decay, if present the replacement cost is \$6.00 per sq. ft. above the proposal price. Install the synthetic underlayment. Install new drip edge and starter shingles to all roof edges. Apply the shingles according to the manufactures specs. Apply the cap shingles to complete the roof installation. All debris will be cleaned up and removed. The roof comes with the manufactures warranty and A 10 yr labor warranty. The cost for the roof is \$8,650.00	8,650.00

Total

\$8,650.00

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Licensed and insured MHIC #91972. Certificates available upon request.

Authorized Signature _____

The above prices, specifications and conditions are hereby accepted. Payment due as outlined above.

Signature _____ Signature _____ Date _____



Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS

KENT COUNTY PARK &
RECREATION
ATTN: MYRA BUTLER
11041 WORTON ROAD
WORTON, MD 21678

SHIP TO

EDESVILLE PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 24949A

DATE 04/03/2004

SALES REP

ERIC BLACK

ITEM	QTY	PRICE	AMOUNT
PLAYWORLD EQUIPMENT ZZXX0818 - 8' SINGLE POST SWING ASSEMBLY	1	1,222.00	1,222.00
PLAYWORLD EQUIPMENT ZZXX0819 - 8' SINGLE POST SWING ADD-A-BAY	1	839.00	839.00
PLAYWORLD EQUIPMENT ZZXX0260 - BELT SWING SEAT W/ CHAIN TO 8' HEIGHT	2	123.00	246.00
PLAYWORLD EQUIPMENT ZZXX0265 - ENCLOSED INFANT SWING SEAT W/ CHAIN TO 8' HEIGHT	2	221.00	442.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	1,440.00	1,440.00
WOODCARPET PROVIDE AND SPREAD 100 CY WOODCARPET EWF THROUGHOUT AREA	100	46.00	4,600.00
NOTE FACTORY DISCOUNT ON PLAYGROUND EQUIPMENT MAY BE APPLIED BEFORE ORDER DEPENDING ON MARKET			

*Net 30 w/ PO

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permit fees, bonding, or additional
insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility
issues may result in change orders.

*Standard lead times always apply. Contact sales agent for
details.

**Sign and return when approved. Thank you!

SUBTOTAL	8,789.00
TAX (0)	0.00
SHIPPING	975.00

TOTAL \$9,764.00

Accepted By

Accepted Date

LIFE SCIENCE PRODUCTS, INC.

124 Speer Road
CHESTERTOWN, MD. 21620
Phone #: 410-778-6474 Fax #: 410-778-4076

PRICE QUOTATION

LSP Quote #: 60421

Date: June 4, 2021

Project: Kent County / Bayside Pool Rock Hall *Budget Pricing*

To: Kent County Parks & Recreation

Attn: Myra Butler

Phone #: (410) 778-1948

email: mbutler@kentgov.org

Prepared by: Brad Murphy / Mark Smith

UNDERSTANDINGS AND DESCRIPTION OF WORK:

Included Scope of Work:

LSP, Inc. will provide moisture testing of the existing bare concrete surface. Shotblasting of the existing concrete will be done and installation of approximately 850 SF, 210 LF 4" cove of UTEK EPQ flooring to follow existing contour. Owner to provide necessary environmental conditions along with necessary power, lighting and access.

Budget Pricing: \$ 15,381.00

Provided by Owner:

Adequate access, lighting, temperature control between 69°-79° Fahrenheit (substrate & ambient), & mixing and storage areas.

An electrician and hook-up to a 3 phase, 50 amp., 208/220-volt power source, allowing for a 200' cord limitation.

All drains in place and operational at finish levels with no 'bottomless' areas.

Conditions:

Pricing is based on doing our scope of work in one phase, during normal work week hours, by our non-union labor at our regular wage rates.

Pricing is valid for 30 days.

Terms: Net 30 Days

Note: A service charge at the rate of one and one-half percent (1 ½ %) per month will be imposed on all invoices not paid within sixty (60) days.



The Town of Rock Hall

P.O. Box 367
ROCK HALL, MARYLAND 21661
410-639-7611
FAX 410-639-7298

1. Purchases and Contracts

Section 712

[Amended 4-26-1991 by Res. No. 91-4; 3-10-2005 by Res. No. 05-01; 12-1-2014 by Charter Res. No. 2014-01]

Purchases for the town government may be made by the Town Manager, Clerk-Treasurer and heads of the departments up to a maximum of \$1,000 with appropriately approved purchase order. Extraordinary purchases exceeding this maximum must be approved by the Mayor and Council before obligating the town to such purchases. The Mayor and Council may provide by ordinance or resolution for rules and regulations regarding the use of competitive bidding and contracts for all town purchases and contracts. All expenditures for supplies, materials, equipment, construction of public improvements or contractual service involving more than \$5,000 shall be made on written contract. The Clerk-Treasurer shall be required to advertise for sealed bids, in such manner as may be prescribed by ordinance, for all such written contracts. Such written contracts shall be awarded to the bidder who offers the lowest or best bid, quality of goods or work, time of delivery or completion, and responsibility of bidders being considered. All such written contracts shall be approved by the Council before becoming effective. The Mayor and Council shall have the right to reject any and all bids. All written contracts shall be protected by such bonds, penalties and conditions as the town may require.

2. Park Name

ROCK HALL CIVIC CENTER
21292 CIVIC CENTER DR
ROCK HALL 21661-0000

Map: Grid: Parcel:

0501 0000 0620

3. Project Plans/Phase Funding

- a. Drainage solution for Ballfields and Facilities
- b. Upgrade of Restrooms to meet ADA requirement
- c. Total funding is estimated at \$250,000 (not including increases in material cost)

4. Project Amounts

a. **\$250,000:**

Parks and Playgrounds Program assisted project	
Engineering Consultation - Prepare plans and calculations for regrading and drainage improvements	\$7,935.00
Engineering Consultation - Boundary Survey	2,500.00
Engineering Consultation - measure existing structures, driveways and ballfield topographical data	145.00
Engineering Construction Estimate - Mobilization (5% of total)	10,000.00
Engineering Construction Estimate - Stabilize construction entrance	5,000.00
Engineering Construction Estimate - Silt Fence	8,000.00
Engineering Construction Estimate - Strip and replace topsoil	30,000.00
Engineering Construction Estimate - Fine grading	15,000.00
Engineering Construction Estimate - Drainage Lines	92,400.00
Engineering Construction Estimate - Collection lines	9,000.00
Engineering Construction Estimate - Seed and mulch	21,780.00
Engineering Construction Estimate - Contingencies (10% of sub-total)	18,000.00
Engineering Construction Estimate -Restroom	<u>30,000.00</u>
	250,000.00

5. Completion Time Table

Anticipated Funding Approval – Late Fall 2021
Start Project – Winter 2021–2022
End Project – Spring 2022



Robert S. Resele, Town Manager
Town of Rock Hall
5585 South Main Street
P.O. Box 367
Rock Hall, Maryland 21661
rresele@rockhallmd.gov
410.639.7611 ext. 103
443.480.1297 (cell)



ENGINEERING & DRAFTING

Jay Silcox, P.E.

Silcox Engineering & Drafting, Inc.
4958 Crosby Road
Rock Hall, MD 21661
United States
4104901839

Estimate

Rock Hall Civic Center

BILL TO
Town of Rock Hall
Robert Resele
5585 South Main Street
P.O. Box 367
Rock Hall, Maryland 21661
United States

410.639.7611 ext. 103
rresele@rockhallmd.gov

Estimate Number: 79
Estimate Date: July 8, 2021
Expires On: October 31, 2021
Grand Total (USD): \$251,915.00

Services	Quantity	Price	Amount
Engineering consulting Prepare plans and calculations for grading and drainage improvements	69	\$115.00	\$7,935.00
Survey Boundary survey	1	\$2,500.00	\$2,500.00
Topographical worksheet Measure the location of the existing buildings, driveways, ball fields, and measure the existing site topography	1	\$2,300.00	\$2,300.00
Mobilization Mobilize equipment to site	1	\$10,000.00	\$10,000.00
Stabilized construction entrance Each	1	\$5,000.00	\$5,000.00
Silt fence LF	1000	\$8.00	\$8,000.00
Strip and replace topsoil CY	2000	\$15.00	\$30,000.00
Fine grading AC	3	\$5,000.00	\$15,000.00
Drainage lines LF	7700	\$12.00	\$92,400.00

	Quantity	Price	Amount
Services			
Collection lines			
LF	\$600.00	\$ 15.00	\$9,000.00
Seed & mulch	14520	\$1.50	\$21,780.00
SY			
Bathhouse renovations	1	\$30,000.00	\$30,000.00
Renovations and improvements to existing bathhouse			
Contingencies	1	\$18,000.00	\$18,000.00
Changed field conditions, unexpected, items, etc.			
Total:			\$251,915.00
Grand Total (USD):			\$251,915.00

Proposed Project Summary and Overview of Purchasing/Procurement Policy

PARK NAME: Betterton Community Park

PROPOSED PROJECT: Tennis Court Rehabilitation

PROJECT DESCRIPTION: The Tennis Court Rehabilitation Project seeks to restore one of the most popular recreation elements of Betterton's Community Park. Presently, the Town of Betterton has two damaged tennis courts that are enclosed in rusted and failing fencing. The courts are experiencing significant cracking and attempts to make superficial repairs of the deep cracking have only made the problem worse. This cracking runs the entire length of both courts (attached photos). Such conditions, not only reduce the quality of play, but significantly increase the risk for injury. Consequently, these conditions greatly discourage use of the courts. The aim of this project is to correct the cracking by resurfacing the area and to provide new fencing. This project does not require preliminary studies or new approaches to engineering/design. We are seeking funding to repair and replace the damaged surfaces and to replace the court enclosure.

PUBLIC ACCESS: The tennis courts are centrally located in Betterton's Community Park. Positioned at Sixth Avenue and Main Street (Rt. 292), Betterton's Community Park is accessible to town residents and visitors. The Park features a newly designed children's playground, a baseball/softball diamond, a basketball court, as well as a pavilion and bathrooms. Centrally located, the Park is within walking distance to most town residents, and a parking area is maintained for visitors. In short, Betterton's Community Park is 100% accessible to the general public.

PROJECTED COSTS: Mid-Atlantic Asphalt's proposal exceeds \$95,000 (see attached proposal). However, if the project is funded the Town will be putting the project out to bid. The Town will seek competitive bids in the open, transparent process detailed in Section 321 of Betterton's Town Charter. Selection is based on the lowest bidder capable of completing the project to specifications.

Overview of Municipalities Purchasing Policy: [Charter of the Town of Betterton](#)

Section 321. Purchasing and Contracts. All purchases and contracts for the Town government shall be made by the Council. The Council may provide by Ordinance for rules and regulations regarding the use of competitive bidding and contracts for all Town purchases and contracts. All expenditures for supplies, materials, equipment, construction of public improvements or contractual service involving more than Six Thousand Dollars (\$6000.00), shall be made on written contract. The Clerk-Treasurer shall advertise for sealed bids in such manner as may be prescribed by Ordinance, for all such written contracts. Such written contracts shall be awarded to the bidder who offers the lowest or best bid, quality of goods and work, time of delivery or completion and responsibility of bidders being considered, and who meets all the legal requirements for the contract. All such written contracts shall be approved by the Council before becoming effective. The Council shall have the right to reject all bids and re-advertise. The Town at any time in its discretion may employ its own forces for the construction or reconstruction of public improvements without advertising for (or re-advertising for) or receiving bids. All written contracts may be protected by such bonds, penalties and conditions as the Town may require. (Res. 96-02, 7-3-96.)

Proposal for Tennis Courts

Jonathan Allmond

6/1/2021



Town of Betterton

Tom Mogle

11 6th Ave

Betterton

MD

21610

Mid Atlantic Asphalt is a third generation, family operated company. We take pride in serving clients who own, manage or build facilities in Maryland, Washington D.C., Virginia, Pennsylvania and Delaware. Mid Atlantic Asphalt believes in customer satisfaction and honest pricing, which are reflected in our A+ Better Business Bureau rating.

In 1975, our founder, Austin Rice, started the company by offering honest pricing, effective communication, and superior workmanship, which exceeded the industry standards at that time. Austin focused on developing the company by servicing local businesses in Anne Arundel County, as investing in the community where he grew up was important to him. We are a home-grown business, but over four decades later, we are fortunate enough to have expanded into the neighboring counties and even bordering states, such as Virginia, Delaware, Pennsylvania and the District of Columbia. Austin's simple but effective business model has been passed down to his son, Warren Rice, and his grandson, Chris Rice, who now proudly run Mid Atlantic Asphalt. Despite our growth, the principles established by Austin decades ago, remain the same.

Today, we are proud to service various businesses throughout our region, whether local business owners, shopping centers, communities or government entities. Some of our clients include the Kevin Durant Charity Foundation, Maryland National Parks and Planning Commission, Anne Arundel County Recreation & Parks, University of Maryland Baltimore County, Community College of Baltimore County, general contractors, property managers, apartment complex owners and hotel establishments.

Our employees are the heart of our business. We are fortunate to retain valuable and dedicated employees who professionally pave and resurface asphalt, demolish and install new concrete, seal and stripe parking lots along with building, repairing and refurbishing tennis and basketball courts for our customers.

At Mid Atlantic Asphalt, we are committed to achieving customer satisfaction. We offer a Gold and Platinum Warranty for the work performed. Our business relies upon the reputation we forge through a job well done, and as a result, we proudly have repeat customers and a solid referral customer base. Both are a significant part of our ever-growing family of customers. We believe that once you are a Mid Atlantic Asphalt customer, you are our customer for life.

At Mid Atlantic Asphalt, we salute those who serve by hiring veterans. We're committed to supporting those who fight for our country and our freedoms. We're proud to show our appreciation to our military by offering the jobs they need to live the life they deserve.

Mid Atlantic Asphalt is proud to members of the Community Associations Institute, National Apartment Association, Maryland Multi-Housing Association, Maryland Recreation & Parks Association, American Sports Builders Association and the Better Business Bureau.

If you have not had the opportunity to work on a project with Mid Atlantic Asphalt, our hope is that you will consider working with us. We are confident that you will agree with our long-standing and proven business practice of hard work and excellent work product will enhance your business needs.

Ask about our Platinum and Gold Warranties.



EXISTING TENNIS COURT



Description

Price

DOUGLAS® TENNIS POSTS (____/____)

\$5,089.12

MAA/Contractor will provide the following services:

POST

Excavate to a (36") depth and remove existing footers utilizing bobcat breaker.

Install (4) 24" x 24" x 36" Sakrete Ready Mix concrete footers.

Install (4) 24" PVC ground sleeves per specifications

CENTER ANCHOR

Excavate 12" x 12" x 12" and remove existing footer.

Install 12" x 12" x 12" Sakrete Ready Mix concrete footer.

Install (2) Center Anchors.

MOBILIZATIONS: 1 DAY

PARTIAL DEPTH STONE DUST OVERLAY (____/____)

\$35,217.87

MAA/Contractor will provide the following services:

MAA utilizes the TopCon P32 laser grader, which is integrated into the asphalt paver to ensure proper slope tolerance.

Utilizing a self-propelled asphalt paver, furnish and install #10 stone dust to a (1") thickness to (1,400) square yards in (1) lift.

Remove one (10') wide section of fence fabric to provide access for the equipment.

Clean overlay area of vegetation, dirt and surface debris as required.

Install (1") of stone dust to within 12" of the edges of the existing court.

Compact the stone dust with an (8,000) pound or more tandem roller with two vibrating roller drums to achieve maximum density.

MAA/Contractor will provide the following services:
Furnish and install hot mix surface course asphalt to approximately (1,400) square yards at a depth of up to (2.5").
Layout and mark area of overlay.
Where asphalt overlay adjoins existing surfaces, provide for transition.
Utilizing a self-propelled asphalt paver, install an average maximum depth of (2.5") of 9.5mm hot mix surface course asphalt in (1) lift.
Compact 9.5mm surface course asphalt with an (8,000) pound or more tandem roller with two vibrating roller drums to achieve a true and smooth finish matching the existing grade.
Reattach the (10') wide section of fence fabric.

NOTE: Gates to the court may or may not need to be adjusted to new pavement elevations.

MOBILIZATIONS: 1 DAY

NOTE: Price for asphalt paving is based on the posted price for liquid asphalt as of May, 2021, which is \$485.00 per ton. Increases in the price of liquid asphalt effects the price of asphalt material by .02¢ per ½" of asphalt for every \$10.00 per ton increase in liquid asphalt. The following mathematical equation shows how these costs affect your project: \$10.00 per ton increase in liquid asphalt = square yard of asphalt work x \$0.02 per ½" of asphalt = increased cost. Price may be adjusted the day of construction, resulting in a change order for the additional cost. Price is dictated by the State of Maryland as published at www.mdasphalt.org.

SPORTMASTER® OR DYNAFLEX® (4 COATS) (____/____)

\$15,755.11

MAA/Contractor will provide the following services:
Clean the surface of (1,400) square yards or (2) courts utilizing a commercial grade high power blower.
When courts are resurfaced they are painted with a multi-layer paint system that seals the voids in the asphalt, creates surface texture and protects the asphalt from damage.
Coating systems ultimately enhance overall playability and gives the surface a vibrant new color scheme.
Furnish and install (2) coats of SportMaster® or DynaFlex® Acrylic Resurfacer fence to fence
Furnish and install (2) coats of SportMaster® or DynaFlex® ColorPlus™ Neutral Concentrate fence to fence
NOTE: This price is for (2) standard colors, which includes light-green, dark-green, beige, red, gray, dark-blue and light-blue.
Non-standard colors, which include tournament-purple, yellow and orange will be an additional charge.

Tennis Court Color(s) Desired:
____ (Playing Area)
____ (Border)

MOBILIZATIONS: 2 DAYS

2" LINE PAINTING (____/____)

\$2,826.70

MAA/Contractor will provide the following services:
Install (2) sets of (white) Tennis Court lines according to the United States Tennis Association (USTA).
Install (2) sets of (light blue/yellow) Pickleball Court lines according to the United States of American Pickleball Association (USAPA).

MOBILIZATIONS: 1 DAY

BAKKO BACKBOARD INSTALLATION (____/____)

\$4,931.28

MAA/Contractor will provide the following services:

Furnish and install (1) custom Bakko backboard(s), which are (8x16).

MOBILIZATIONS: 1 DAY

CHAIN LINK FENCE INSTALLATION (____/____)

\$31,968.00

MAA/Contractor will provide the following services:

Install 450 linear feet of 10' high #8 ga. FB green chain link (1 3/4" KK mesh) fence.

All posts are set into the earth and set in concrete.

Terminal posts are 3" LG-40 green pipe and line posts are 2 1/2" LG-40 green pipe.

Top rails and bracing to be 1 5/8" LG-20 green pipe, and bottom tension/coil wire is #7 gauge green. Includes (2) 7' high by 4' wide single gates supplied with 180 degree industrial hinges and fork latch assemblies.

Removal and hauling of existing fence is included in the price.

MOBILIZATIONS: 3 DAYS

Total

\$95,788.08

EXCLUSIONS:

- Engineering and layout.
- Clearing, grubbing and selective tree removal.
- Permits, fees, testing, bonds.
- Undercutting and backfilling, site grading, off-site haul or borrow.
- Inlet throats and adjustment of utilities.
- Location, relocation, protection, support, capping, cutting, plugging, demolition or removal of existing utilities.
- Rock excavation, removal or blasting; Removal of similar man-made obstructions.
- Sheeting, shoring, bracing, underpinning and removals/cut-off.
- Furnishing of topsoil, spreading or re-spreading of topsoil.
- Soil poisoning, herbicide.
- Installation and protection of waterproofing, drainage board and filter cloth.
- Builders risk, railroad and other special insurance.
- Handling and/or removal of hazardous, toxic or contaminated substances.
- Sediment/erosion controls, maintenance and removal.
- Colored concrete, match texture or color of existing concrete or proposed precast features.
- Gravel bedding, sealant, caulking, backer rod and structural/architectural expansion joints, other than cork or asphalt impregnated fiber joint filler.
- Maintenance of traffic.
- Demolition/removal work, saw cutting, coring or drilling.
- Pumping and dewatering systems.
- Sodding, temporary or permanent seeding, mulching, landscaping.
- Excavation and backfill for mechanical and electrical work.
- Underdrains and foundation drainage systems.
- Porous or special gravel fills and backfills.
- Knowledge of addenda, specifications and soils report.
- Temporary and/or permanent paving patch.
- As-Built drawings.
- Responsibility for damage to existing asphalt or concrete pavement due to required access by our trucks and equipment.
- Responsibility for cold seams and asphalt raveling due to work being performed in temperatures below 50 degrees Fahrenheit.
- Any work not shown on the drawings, i.e., concrete, pavers, etc.
- Davis-Bacon Wage Rates.
- SuperPave asphalt materials and/or methods.
- Scarify or proof roll sub grades.
- Prime coat.
- Towing and/or removal of vehicles or equipment cost of towing.

NOTES:

- Our proposal is based on performance and completion of our scope of work in above stated mobilization(s). Additional mobilizations required beyond the control of Mid Atlantic Asphalt, Inc. will be billed as an increase.
- Grade to be +/- 0.2" balanced on site by others prior to our site occupancy.
- Additional handling, aeration, disposal and/or borrow resulting from conditions beyond the control of Mid Atlantic Asphalt, Inc., will be chargeable expenses.
- This proposal is based on having adequate access to all areas of our work for necessary trucks and equipment.
- Price is based on work being executed Monday through Friday 6am - 5pm. After hours and weekend work is available at a premium rate.
- Prices listed on this proposal are based on all of the work being completed. If all of the work listed is not accepted, MAA may have to

increase the prices of some or all of the items listed on this proposal.

ASPHALT CONSTRUCTION TERMS AND CONDITIONS:

If Mid Atlantic's Proposal is accepted, the Proposal shall become a subcontract document. In the event of any conflict between the Proposal and the other subcontract documents, the Proposal shall apply. This Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative from Mid Atlantic Asphalt, Inc., herein referred to as "MAA," and by an authorized representative from your firm, herein after referred to as either "Owner" and/or "Customer." This "Contract" constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written or oral, except as specified herein.

NOTE: Before any work commences, adequate financial arrangements must be presented to MAA accounting department as evidence that the project is covered by a Labor and Materials Payment Bond and/or in addition to any existing Performance Bonds or Letter of Credit, satisfactory funds exist for payment to MAA for services rendered. You must also furnish the name of the Owner and a legal description of the property where said services are to be performed. Failure to meet these requirements will result in our withdrawal of this "Contract" and will void this "Contract." Memos or notices distributed to tenants or others concerning the scheduling of the work as described herein must be presented to your sales representative for approval prior to distribution. You may email said notice to info@midatlanticasphalt.com.

SITE CONDITIONS: The Owner represents and is responsible for making sure that all site conditions are clear of dirt and debris and are in proper order for MAA to perform their work. And will maintain safe access to the Work site at all times. If, in the course of performing the scope of Work, MAA is impeded by site conditions caused by others, MAA shall notify the Owner of such conditions and the Owner shall take immediate actions to correct any/all site problems, at Owner's expense. If stone is encountered before the maximum depth of asphalt in the proposal specifications then there will be a change order for additional charges for labor, equipment, trucking, and dumping to remove sub-base or subgrade.

FINE GRADING: Fine grading of the top 0.2 ft. of the subgrade is included in this "Contract." The subgrade is to be balanced within a +0.2 ft. tolerance and fully compacted and tested by others previous to the start of any fine grading. Fine grading does not include grading for curbs, sidewalks, aprons, ditches, etc., nor does it include any back-filling or the filling or grading along the edges of the pavement. All compaction testing is to be completed by others and is not the responsibility of MAA. MAA will provide one (1) proof rolling per subgrade mobilization. The second proof rolling will incur a fee of \$400.00 per proof roll test.

MINIMUM SLOPE: A minimum slope of two percent (2%) is necessary for proper surface drainage. MAA is not responsible for standing or ponding water on pavement installed with less than two percent (2%) rate of slope.

SUBGRADE: MAA reserves the right to refuse the installation of asphalt, curbs, sidewalks, etc. if it is determined by MAA that the subgrade is unstable due to soil, weather, compaction or any other condition. If the Owner directs that any of these items be installed against the recommendations of MAA, Owner accepts full responsibility for all failures and varying thickness to the asphalt as well as the payment for any/all over-runs in quantities for reinstallation of any area. Notwithstanding the above, the installation of asphalt on the Owner's subgrade does not imply MAA acceptance thereof and any paving failures due to subsequent subgrade deterioration will be repaired at the Owner's expense. All compaction testing, and coring of the pavement is to be completed by others and is not the responsibility of MAA and Owner agrees to accept responsibility for all compaction testing. Select material furnished and installed by MAA in an attempt to stabilize any subgrade failure will be paid for by the Owner at the rate of \$140.00 per ton, which includes the excavation of unsuitable material, the disposal of and furnishing and installing of select material. MAA reserves the right to use millings instead of stone if we so choose. Additional costs to the Owner and subsequent payments to MAA shall be based on material delivery tickets. At no time, does MAA accept the responsibility for any grade(s) and/or unless otherwise noted in detail in the scope of work, MAA is not responsible for any grade(s) and/or grade work. If removal of existing subgrade is required, there will be an extra charge.

ASPHALT PAVING: Owner accepts the financial responsibility for any/all compaction testing to the asphalt. If there are minimum compaction requirements, customer/owner must have their testing personnel on site at the beginning of paving operation and if testing results are not provided to MAA while equipment and labor are paving on site each day, MAA cannot be responsible for meeting compaction requirements.

ASPHALT MILLING EXCLUSION: MAA is not responsible for damage(s) incurred to concrete or branches by asphalt milling machine where asphalt and concrete abut. If paving fabric is found under surface layer of asphalt, an additional \$500.00 per truck load will be charged for environmental dumping.

ASPHALT DEEPER THAN SPECIFIED: In the event that the existing asphalt is deeper than specified in this "Contract," an additional charge of Eleven and 00/100 Dollars (\$11.00) per square yard, per inch for the extra depth asphalt. Payments shall be made based on actual field measurements of areas requiring this item.

CONCRETE QUALIFICATIONS AND EXCLUSIONS:

- If concrete depth is greater than 4" an additional charge of \$2.50 per inch, per square foot, for removal will apply. In this case, stone is necessary, and we will charge an additional \$150.00 per ton.
- MAA will not be responsible for any wiring, piping, conduit, sprinkler lines, sprinkler heads, post tension cable or any other unknown conditions that are within or below the concrete.
- MAA will take every precaution to avoid damaging underground lines but cannot assume responsibility for any damage.
- It is the responsibility of property management to locate any utilities in proposed work area.
- MAA will not be responsible for vandalism to freshly poured concrete, damage to concrete as a result of application of ice melt or color variation due to existing and new surface conditions.
- MAA does not warranty concrete against cracking or heaving over the winter due to freezing and thawing.
- Additional disposal charges will be assessed for the removal of any refuse or debris that is placed in our dumpster while on site.

- Backfilling will be performed using on site material. If turf restoration is required, additional charges will be assessed.
- If permits are necessary, the cost of the permit and the cost of an expeditor will be added to the total cost of this contract.

TRAFFIC CONTROL: Maintenance of traffic is not included. Any/all traffic control is the responsibility of the Owner, unless otherwise specified in the "Contract."

HAZARDOUS MATERIALS: MAA specifically disclaims any liability and/or responsibility for any existing or future hazardous materials on the property and/or hazardous material violations pursuant to any Federal, State and/or Municipal ordinance and/or common law tort/contract theory regarding and/or any amendments and/or change orders. The Owner, where MAA specifically warrants that the subject property is free of hazardous material, agrees to indemnify and hold harmless MAA and its subcontractors from any claims, suits, settlements and/or judgments which may be filed, assessed, settled by agreement and/or entered plus all costs, expense and attorney's fees actually incurred in the investigation, defense, settlement and/or satisfaction thereof.

PERMITS: The Owner agrees to obtain and assume the costs for all required permits necessary for performance of the Work. Owner further agrees that any/all utilities, such as utility lines, manholes, gas lines, poles, etc. shall be on approved grade and alignment and properly staked prior to the performance of Work. Owner shall be responsible for securing engineering reports, land surveys, and establishing and clearly defining, all areas of Owner's property to be surfaced. Owner will be held responsible for securing all permits, licenses and surveys prior to the commencement of said work, and releases MAA from any/all liabilities resulting in delays or failure to secure necessary documents. Furthermore, any non-specific utilities ("house utilities") located on the job site such as, house lights, underground cables, traffic sensors, or any other sub-surface utilities not listed with Miss Utility or any other utility-based organization, is the responsibility of the owner and MAA is not responsible for any damage to these items. Furthermore, owner agrees to correct any problems to these "House utilities" at owner's expense and will do so in a timely manner not to delay schedule. MAA is not responsible for any design or engineering of the site conditions.

MOBILIZATIONS: Additional move-ins (Mobilizations) required by the Owner will incur additional charges. See Commencement of Work paragraph below for rates. If the entire design section for the paving is not installed at one time and construction traffic is allowed on the initial course before final surfacing, the owner shall bear the responsibility and costs for all repairs or cleaning which may become necessary. After installation of asphalt is completed, Owner shall be fully responsible for any damage thereto caused by others.

WARRANTIES: Upon request, MAA shall furnish the Owner with any warranties (if any) supplied by manufacturers on any materials installed by MAA under this "Contract." The parties agree that MAA is not an agent or representative of the manufacturer and MAA shall not be held responsible for any claims or requests for service under the manufacturer's warranty. All materials are warranted to be as specified and all Work is to be completed in workmanlike manner according to standard practice in the industry for a period of one (1) year. In the event of any defects in an asphalt surface due to faulty materials or workmanship, MAA will repair such surface, or parts thereof, at its expense provided Owner so notified MAA during the one-year period from date of completion. Due to the nature of asphalt, such corrections may be noticeable upon repair. Reasonable efforts will be taken to blend these areas with the existing asphalt; however, time is the best solution for proper blending. This limited warranty does not apply: (i) to the extent Owner fails to properly care for and use asphalt surfaces; allowing traffic on newly sealed or paved surfaces sooner than 24 hours after work is performed (ii) to cracks or other defects resulting from installation over concrete or other surfaces not provided or installed by MAA within the last 12 months; (iii) abnormal vehicular use or constant exposure to oil or other chemicals; (iv) sealants or other materials applied to such surface or unauthorized repairs made by persons other than MAA or performed after October 15th in any given year; (v) Mid Atlantic Asphalt, Inc. does not warranty curb painting (vi) events, occurrences or other factors beyond MAA's control (i.e. severe weather, earthquake, tree roots, vandalism, etc.) or (vii) Owner is in default of financial obligation under this Agreement. This limited warranty is not transferable to any subsequent owner of the property.

WARRANTIES CONTINUED: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MAA AND THERE ARE NO OTHER WARRANTIES OTHER THAN AS STATED HEREIN, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE, WHICH ARE HEREBY EXPRESSLY EXCLUDED, AND THE REPAIR OF A DEFECTIVE ASPHALT SURFACE BY MAA SHALL BE THE OWNER'S SOLE REMEDY THEREFORE, AND IN NO EVENT SHALL MAA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES EXCEEDING THE TOTAL CONTRACT PRICE.

COMMENCEMENT OF WORK: Owner agrees to notify MAA at least twenty-four (24) hours prior to the scheduled time for commencement of the Work if the Work cannot be commenced at scheduled time. In the event of failure of Owner to provide said notification, Owner agrees to pay the following charges as damages for Owner's failure it being agreed by the parties that the exact amount of damages sustained by MAA will be difficult to determine or ascertain: (a) Asphalt patching (\$2,500) + plant fees if required by plant + dump trucks, per job (\$730) per truck per day, (b) Asphalt paving (\$4,500) + plant fees if required by plant + dump trucks per job (\$730) per truck, per job; (c) Sealing (\$2,800) per job; (d) Striping (\$1,000) per job; (e) Concrete (\$3,900) per job; (f) Excavation and/or grading (\$3,500) + dump trucks, per job (\$730) per truck per day per job. (g) 4' or 7' Milling Machine (\$4,500) + dump trucks, per job (\$730) per truck per day per job. (h) Crack Filling (\$1,500) per job; (i) Signs (\$1,000) per job; (j) Bollards (\$1,000) per job; (k) Wheel Stops (\$1,000) per job. Notwithstanding said payments, the "Contract" shall remain in full effect and the above damages shall be paid within (7) days from the date incurred and shall be in addition to the payments due under the "Contract."

CHANGES TO PLANS: This "Contract" is based on plans given to MAA on N/A. Any subsequent changes in the plans, which in our opinion affect the contract price will be invoiced to the Owner as an extra to the "Contract" at prices to be negotiated. The Owner shall notify MAA immediately of any such changes. MAA Required 48 hours advance notice for any changes to striping scope of work. Any written changes established in the field without such required notice will require an additional \$250.00 service fee.

TOWING: If Mid Atlantic Asphalt, Inc. coordinates the towing of vehicles prior to seal coating or paving, the cost will be \$50.00 per vehicle with a minimum charge of \$125.00 per mobilization.

CHANGE ORDERS: Extras and/or change orders will be performed on a time and material or negotiated basis. MAA standard change order forms with all included mark-ups will be used and when signed by the Owner, Director of Operations, foreman or any other agent, servant or employee on behalf of the Owner, will be deemed acceptable by the Owner and represented as a legitimate extra to the "Contract." All Rental(s) and/or T&M invoices will be billed separately and shall be paid separately and not as a change order to the "Contract."

BONDS: Unless specifically included in this proposal, all Performance, and/or Payment Bonds are excluded.

DAMAGES: MAA must be notified in writing of any alleged damage(s) to existing items within 48 hours of occurrence. If MAA is not notified within 48 hours, it is agreed that MAA will not be responsible for nor will MAA suffer any back charge(s) from Owner regarding the alleged damage. MAA is not responsible for damage(s) due to strikes, fires, accidents, acts of God or any other causes beyond MAA control. If MAA is delayed at any time by an act, breach or neglect as a result of the Owner or Owner's Agent, or from an employee of either, or by a separate contractor engaged by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond MAA's control, then the Approximate Date of Completion shall be extended by a reasonable period of time to reflect the time MAA was so delayed. It is also understood that MAA must use heavy trucks and equipment in the performance of the work. MAA is not responsible for damage(s) to surrounding asphalt or concrete due to the use of these vehicles during normal construction activities.

BREACH OF CONTRACT: In the event that the Owner is in breach of this "Contract," and such breach is not cured within five (5) days written notice from MAA, in addition to any other remedies which MAA may have under law or equity, MAA may elect to either suspend or terminate its obligation to further perform any of its obligation under this Agreement, and shall be immediately paid for all Work performed MAA up to the time of such election.

SPORT COURT TERMS AND CONDITIONS:

WARRANTIES: MAA shall guarantee the materials and workmanship for a period of one (1) year from date of substantial completion. This warranty is limited to the newly installed SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing surface only and does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered. MAA does not warranty cracks repaired with SportMaster® Acrylic Patch Binder, SportMaster® CrackMagic or any crack that was repaired by others. MAA does not warranty the SportMaster® ColorPlus™, Dynaflex® Sport Surfacing or the ARMOR® Crack Repair System installed over a rubber matting, a fiberglass membrane or a concrete surface. MAA reserves the right to install either SportMaster® or Dynaflex® products.

EXTENDED WARRANTIES: MAA offers a Gold 10-Year Warranty or a Platinum Lifetime Warranty on all structural cracks that were repaired by MAA with the ARMOR® Crack Repair System. The Gold 10-Year Warranty and the Platinum Lifetime Warranty are offered in conjunction with MAA's Annual Maintenance Agreement. If the Owner chooses to no longer maintain the Annual Maintenance Agreement with the Gold 10-Year Warranty or the Platinum Lifetime Warranty, the Customer/Owner must cancel the Contract, in writing, prior to December 31st of any year. If Owner cancels the Annual Maintenance Agreement, the Gold 10-Year Warranty or the Platinum Lifetime Warranty will be null and void.

WEATHER: Due to the temperature and climatic conditions, the SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, SportMaster® CrackMagic may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, the ARMOR® Crack Repair System may not be installed when the ambient temperature is less than 65 degrees Fahrenheit, or when rain is imminent.

PERMITS: Permits, if necessary, to be obtained by and paid for by others.

ACCESS: MAA will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. MAA is not responsible, and Customer agrees to hold MAA harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. The cost to repair any unforeseen failure of the existing sub- base, base, surface or fence system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of MAA shall be the responsibility of Customer.

VEGETATION: Vegetative growth on and around court area to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others.

MOBILIZATIONS: Quoted price is based upon performing the proposed scope of work in the allotted mobilization(s). Any additional mobilization(s) that are required due to negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of MAA shall result in an additional charge of (\$1,000) per day, to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization.

OBSTRUCTIONS: All obstructions, e.g. divider curtains, ball machines, ball hoppers, etc., which impedes performance of our scope of work, are to be removed by others prior to start of work. All items removed by others are to be replaced by others. Others shall pay for the cost for the removal and replacement of obstructions.

EXCLUSION: Crack repair work does not include repairs of cracks around fence post footers.

CONDITIONS: This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and MAA. In the event the Customer accepts this proposal, but requires MAA to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. MAA shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond MAA's control. In the event MAA's work is impacted, delayed and/or accelerated due to an event or events beyond MAA's control, MAA shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if MAA, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If MAA elects to arbitrate; Subcontractor expressly consents to arbitration in Anne Arundel County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If MAA in its sole discretion elects to

waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland.

NOTICE: (Applicable in Maryland only): All home improvement contractors in Maryland must be licensed by the Maryland Home Improvement Commission. MAA's MHIC#134825. Inquiries about a contractor should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, Maryland 21202; Telephone (410) 333-6310.

PAYMENT TERMS: All amounts are due and payable upon receipt of invoice. MAA requires a 33% deposit prior to the commencement of work on all projects over \$5,000. Final payment is due upon substantial completion. The Owner agrees to pay a 2% processing fee for all credit card transactions. The Owner agrees to pay 1.75% interest per month (21% annual rate) on any unpaid balance(s) over 30 days from the date indicated on the invoice. In the event that MAA incurs collection costs on any past due monies, Owner agrees to pay reasonable attorney's fees and any other collection costs incurred by MAA. MAA reserves the right to bill in progress invoices for each scope of work completed. If full payment (including aforementioned late charges) is not received by MAA within sixty (60) days from final invoice date, all warranty rights will be waived.

COMPANY INFORMATION:

PO Box 361

Linthicum, MD 21090

(p) 410-923-5155

(e) info@MidAtlanticAsphalt.com

APPROVAL

This proposal will not be binding upon Contractor until the signed acceptance has been received by Contractor.

Company Name: Mid Atlantic Asphalt, Inc.

Representative Name: _____

Signature: _____

Title: _____

Date: _____

Customer Acceptance and Work Authorization

The above quote is accepted as written and you are hereby authorized to proceed with the work.

Company Name: _____

Billing Point of Contact

Representative Name: _____

Name: _____

Signature: _____

Email: _____

Title: _____

Phone: _____

Date: _____





Town of Chestertown

118 N. Cross Street, Chestertown, MD 21620
tel: 410-778-0500 fax: 410-778-4378
email: office@chestertown.com
url: www.townofchestertown.com

Mayor
Chris Cerino
Council
David Foster
Thomas A. Herz, Jr.
Rev. Ellsworth Tolliver
Meghan E. Efland
Town Manager
William S. Ingersoll

Myra Butler, Director
Kent County Parks & Recreation
11041 Worton Road
Worton, MD 21678

July 1, 2021

RE: Application for FY 2022 Local Parks and Playgrounds Infrastructure (LPPi) Funding

Dear Ms. Butler,

Please find below the proposed “shovel-ready” project summaries for which we are requesting LPPi funding. As required in the guidelines for funding, supporting quotes or estimates are attached along with extracts from the Town’s Code of Ordinances for purchasing and procurement. All of the listed projects are on publicly accessible land within Chestertown’s municipal limits.

1. GILCHREST RAIL TRAIL PHASE IV

Location: MD 291, 1,171 feet W of Washington Ave. and 1,553 feet E of Talbot Blvd. (per SHA)

- a. **RAIL TRAIL:** Funding in the amount of **\$15,310** is requested for the last phase of construction of Chestertown’s Rail Trail, a .3-mile section from the current terminus of the Rail Trail at Morgnec Road, across the intersection and then following the existing rail bed north to the Foxley Manor subdivision. The project includes a Hazard Identification Beacon (HIB) signal that will allow pedestrians and cyclists safe passage across the intersection. A MDOT Bikeways Grant of \$162,695 has been awarded to the Town, and the contractor selected for the project (David A. Bramble, Inc.) is in the procurement stage with MDOT for the HIB. The total project cost estimate is \$207,820 with the Town contributing \$29,795 in in-kind funding, and our funding request will be used to pay the cash match required. A copy of the grant application is attached, which shows the grant amount awarded, cash match, in-kind match and total project cost.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Start project	Fall 2021

Signal Installation	Late Fall – Early Winter 2022
Grading	Early Spring 2022
Filter Cloth	Spring 2022
Gravel	Spring 2022
Asphalt Paving	Late Spring 2022
Completion	Late Spring 2022

- b. **FENCING:** Funding in the amount of **\$16,350** is requested for the installation of fencing on both sides of a portion of the Rail Trail where steep slopes require it, consisting of two sections 400 feet long of black vinyl-coated tubular stainless-steel railing four feet high with a middle bar for the safety of bicycle riders on the Trail, including children. An estimate for the project by Stoltzfus Fencing is included.

Funding approval	Mid-late Fall 2021
Start project	Late Spring 2022 (after completion of Trail construction)
Completion	Summer 2022

TOTAL GILCHREST RAIL TRAIL FUNDING REQUESTED: \$31,660

2. WILMER PARK

Location: 399 S. Cross Street, Chestertown

- a. **PERVIOUS BRICK PATH:** Funding in the amount of **\$148,890** is requested for the 335-foot first leg of a planned ½-mile waterfront walkway that will extend from Wilmer Park through Washington College’s waterfront properties to Radcliffe Creek. South Fork Studios has completed the design of the walkway and the Town has a Memorandum of Understanding (MOU) with Washington College agreeing to the concept. The first leg will consist of a 12-foot-wide pervious brick path through Wilmer Park, which will double as a means for vehicles and trucks to enter the park from Water Street for public events such as Sultana Downrigging Weekend, Chestertown Jazz Festival, HP Festival and others. The same pervious brick has been used with great success at the Chestertown Marina and is distributed by a local firm. The path will extend from where Water Street currently ends at the Scotts Point condominiums, diagonally across Wilmer Park to the Lelia Hynson Pavilion on land controlled by the Town. The existing diagonal paved path will be removed, filled and reseeded with grass, and the pervious brick path will be edged with a concrete ribbon curb to keep it contained. The estimated costs for this work by David A. Bramble, Inc. are attached.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Demolition	Early Spring 2022
Excavation	Early Spring 2022

Ribbon Curb	Spring 2022
Filter Cloth	Spring 2022
Gravel	Spring 2022
Pervious Brick	Late Spring 2022
Landscaping	Late Spring 2022
Completion	Late Spring 2022

- b. **PUBLIC ART INSTALLATION:** Funding in the amount of **\$5,000** is requested for the installation of one public artwork, the first installation of 24 total contemporary fine art sculptures being donated to the Town by private donors. The entire collection will be installed on Town- and County-owned land. The average transportation and installation cost was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Wilmer Park has not been finalized, but will be by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Design and engineering	Winter 2021
Site preparation	Early Spring 2022
Removal from existing location & transportation	Early Spring 2022
Installation	Late Spring 2022
Completion	Early Summer 2022

- c. **PLAYGROUND:** Funding in the amount of **\$8,910** is requested to offset a price increase in materials from the company (Playground Specialists, Thurmont MD) whose design was selected for submission to DNR's Community Parks & Playgrounds Program, and for which funding only requires approval by the MD Board of Public Works. The playground will be installed at the north end of Wilmer Park and meets national standards for playgrounds and is ADA-accessible. The original and revised proposals with costs are attached.

Completion Timeline (anticipated)

BPW approval	Fall 2021
LPPI funding approval	Mid-late Fall 2021
Start project	Early Spring 2022
Completion	Summer 2022

- d. **PARK BENCHES:** Funding in the amount of **\$4,034** is requested for the purchase of three Victor Stanley Steelsites benches with black metal frames and Ipe slats for installation around the location of the anticipated playground. Installation will be done by the Town and will include concrete pads and anchoring.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Order Benches	Early Spring 2022
Receive Benches	Late Spring 2022
Completion	Summer 2022

- e. **CHESS TABLE:** Funding in the amount of **\$1,039** is requested for a prefabricated concrete chess table supplied by The Park and Facilities company. The chess table will be installed by the Town of Chestertown on a concrete pad to minimize the need to cut grass around the table supports and benches

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Order Benches	Early Spring 2022
Receive Benches	Late Spring 2022
Completion	Late Spring 2022

TOTAL WILMER PARK FUNDING REQUESTED: \$167,883

3. **BAILEY PARK**

Location: 400 Schaubert Road, Chestertown

- a. **PARKING LOT EXPANSION:** Funding in the amount of **\$45,000** is requested for the expansion of the currently under-sized gravel parking lot at Bailey Park, which is accessible to vehicles from Schaubert Road and is located next to the dog park. The lot as configured can accommodate 14 vehicles and will, if funded, be expanded to hold 28. The additional parking is needed in part due to increased use by dog owners, but will be even more necessary given the planned expansion of amenities at the park, to include a children's playground. An estimate for the work from David A. Bramble is attached. The Town of Chestertown will install commercial precast concrete parking blocks.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Excavation	Winter 2022
Gravel	Winter 2022
Landscaping	Early Spring 2022
Completion	Early Spring 2022

- b. **PUBLIC ART INSTALLATION:** Funding in the amount of **\$5,000** is requested for the installation of one public artwork, part of a collection of 24 total contemporary fine art sculptures being donated to the Town by private donors. All of the works will eventually be

installed on Town- and County-owned land, an anticipated 3-4 year project. The average transportation and installation cost per work was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Bailey Park will be determined by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Design & engineering	Winter 2021
Site preparation	Early Spring 2022
Removal from existing location & transportation	Early Spring 2022
Installation	Late Spring 2022
Completion	Early Summer 2022

- c. **CHESS TABLE:** Funding in the amount of **\$1,039** is requested for a prefabricated concrete chess table supplied by The Park and Facilities company. The chess table will be installed by the Town of Chestertown on a concrete pad to minimize the need to cut grass around the table supports and benches.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Order Benches	Early Spring 2022
Receive Benches	Late Spring 2022
Completion	Late Spring 2022

TOTAL BAILEY PARK FUNDING REQUESTED: \$51,039

4. LOUISA D'ANDELOT CARPENTER PARK

Location: 220 Kennedy Drive, Chestertown

- a. **PUBLIC ART INSTALLATION:** Funding in the amount of **\$5,000** is requested for the installation of one public artwork, part of a collection of 24 total contemporary fine art sculptures being donated to the Town by private donors. All of the works will eventually be installed on Town- and County-owned land, an anticipated 3-4 year project. The average transportation and installation cost per work was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Carpenter Park will be determined by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021	
Design & engineering	Winter 2021	
Site preparation	Early Spring 2022	
Removal from existing location & transportation		Early Spring 2022
Installation	Late Spring 2022	
Completion	Early Summer 2022	

- b. **PARK BENCHES:** Funding in the amount of **\$4,034** is requested for the purchase of three Victor Stanley Steelsites benches with black metal frames and lpe slats for installation next to the existing basketball court that was installed as part of a CP&P project in 2020. Installation will be done by the Town and will include concrete pads and anchoring.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Order Benches	Early Spring 2022
Receive Benches	Late Spring 2022
Completion	Summer 2022

- c. **CHESS TABLE:** Funding in the amount of **\$1,039** is requested for a prefabricated concrete chess table supplied by The Park and Facilities company. The chess table will be installed by the Town of Chestertown on a concrete pad to minimize the need to cut grass around the table supports and benches.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Order Table	Early Spring 2022
Receive Table	Late Spring 2022
Completion	Late Spring 2022

TOTAL CARPENTER PARK FUNDING REQUESTED: \$10,073

5. GATEWAY PARK

Location: 875 High Street, across from South end of Flatland Drive, Chestertown

PUBLIC ART INSTALLATION: Funding in the amount of **\$5,000** is requested for the installation of one public artwork, part of a collection of 24 total contemporary fine art sculptures being donated to the Town by private donors. All of the works will eventually be installed on Town- and County-owned land, an anticipated 3-4 year project. The average transportation and installation cost per work was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of

nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Gateway Park will be determined by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Design & engineering	Winter 2021
Site preparation	Early Spring 2022
Removal from existing location & transportation	Early Spring 2022
Installation	Late Spring 2022
Completion	Early Summer 2022

TOTAL GATEWAY PARK FUNDING REQUESTED: \$5,000

6. WASHINGTON COLLEGE - SEMANS-GRISWOLD ENVIRONMENTAL HALL

Location: 501 S. Cross Street, Chestertown

PUBLIC ART INSTALLATION: Funding in the amount of **\$5,000** is requested for the installation of one public artwork, part of a collection of 24 total contemporary fine art sculptures being donated to the Town by private donors. This installation will take place at the Semans-Griswold Environmental Hall on Chestertown's waterfront, adjacent to the planned .3-mile waterfront walkway that currently consists of a mowed path that is publicly accessible. The average transportation and installation cost per work was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Semans-Griswold Hall will be determined by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Design & engineering	Winter 2021
Site preparation	Early Spring 2022
Removal from existing location & transportation	Early Spring 2022
Installation	Late Spring 2022
Completion	Early Summer 2022

TOTAL SEMANS-GRISWOLD HALL FUNDING REQUESTED: \$5,000

7. FOUNTAIN PARK

Location: 210 S. Cross Street, Chestertown

PUBLIC ART INSTALLATION: Funding in the amount of **\$5,000** is requested for the installation of one public artwork, part of a collection of 24 total contemporary fine art sculptures being donated to the Town by private donors. This installation will take place at Fountain Park in downtown Chestertown. The average transportation and installation cost per work was estimated by Miles Barnard of South Fork Studios and is attached. Chestertown's Public Art Committee, consisting of nine arts professionals and community members, is spearheading this Town initiative and has provided a memo to the Mayor and Council that outlines the gift, timeline, and costs, along with photos and descriptions of the works. Exactly which work will be installed at Fountain Park will be determined by Fall 2021.

Completion Timeline (anticipated)

Funding approval	Mid-late Fall 2021
Design & engineering	Winter 2021
Site preparation	Early Spring 2022
Removal from existing location & transportation	Early Spring 2022
Installation	Late Spring 2022
Completion	Early Summer 2022

TOTAL FOUNTAIN PARK FUNDING REQUESTED: \$5,000

TOTAL LPPI FUNDING REQUEST: \$275,925

Thank you for your consideration.

Sincerely,



David Foster, Mayor

TOWN OF CHESTERTOWN COST ESTIMATES FOR LPPI FUNDING

1. **GILCHREST RAIL TRAIL PHASE IV:** see attached.
2. **WILMER PARK PATH:**

Mobilization	1 LS	\$7,500
Stakeout	1 LS	\$3,000
Demo Existing Path	260' x 8' = 2.080 SF @ \$1.25	\$2,600
Excavation	340' x 12'/27 = 151 CY@ \$50	\$7,550
Geotextile Fabric	500 SY @ \$1	\$500
8" #57 Stone	220 Tons @ \$60	\$13,200
2" #8 Stone	70 Tons @ \$80	\$5,600
Paver Guide	4,080 SF @ \$7	\$28,560
Pervious Brick Pavers	4,080 SF @ \$11	\$44,880
Concrete Ribbon Curb	700 LF @ \$35	\$24,500
Topsoil Replacement	80 CY @ \$40	\$3,200
Seed & Mulch	700 SY @ \$1	\$700
Silt Fence	700 LF @ \$3	\$2,100
Landscaping	1 LS	\$5,000
TOTAL		\$148,890

Source: David A. Bramble, Inc.

3. PUBLIC ART INSTALLATION:

Uninstall and Transport	\$1,500 x 6 sculptures	\$9,000
Engineering and Design	\$1,000 x 6 sculptures	\$6,000
Installation	\$2,500 x 6 sculptures	\$15,000
TOTAL		\$30,000

Source: South Fork Studios

4. **WILMER PARK PLAYGROUND:** see attached copies of proposals (original and revised).
5. **PARK BENCHES:** see attached proposal.
6. **CHESS TABLES:** see attached proposal.

EXPANSION OF PARKING LOT AT BAILEY PARK:

Mobilization	1 LS	\$5,000
Stakeout	1 LS	\$1,500
Excavation	140' x 50'/27 = 260 CY@ \$40	\$10,400
6" Bank Run	130 CY @ \$40	\$5,200
6" CR-6	260 Tons @ \$40	\$10,400
2" #57 Stone	90 Tons @ \$50	\$4,500
Seed & Mulch	400 SY @ \$1	\$400
Silt Fence	400 LF @ \$3	\$1,200
Landscaping	1 LS	\$5,000
TOTAL		\$43,600

Source: David A. Bramble, Inc.

7. **GILCHREST RAIL TRAIL FENCING:** see attached proposal.

MDOT's Grant Program Application System



Application Cost Summaries

Grant Request	\$162,695.00
<i>Sum of Cash Match</i>	<i>\$15,330.00</i>
<i>Sum of In Kind Match</i>	<i>\$29,795.00</i>
Total Matching Funds	\$45,125.00
Total Project Cost Estimate	\$207,820.00

Total Match/Contribution Percentage	21.71 %
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Applicant Organization Information

Application ID Number:	OPCP-Bikeways-2021-15808
Application Type:	Bikeways
Applicant Organization Type:	Municipal Agency
Applicant Organization:	TOWN OF CHESTERTOWN
	118 N. CROSS STREET CHESTERTOWN MD 21620
Project Type:	Construction
Project Title:	Gilchrest Rail Trail Phase IV

Primary Contact

First Name:	Kees	Last Name:	de Mooy
Title:	Zoning Administrator	Phone:	410-778-0500
Email:	kees@chestertown.com		

Secondary Contact



29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS

TOWN OF CHESTERTOWN
ATTN: KEES DE MOOY
118N CROSS ST
CHESTERTOWN, MD 21620

SHIP TO

WILMER PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 22452D**DATE** 08/10/2020**SALES REP**

ERIC BLACK

TYPE	QTY	RATE	AMOUNT
GRADING ONSITE GRADING INCLUDING DUMPSTER FEES	1	3,400.00	3,400.00
BERLINER PLAY EQUIPMENT SPACEBALL M COMBI PER USP.05189 - INCLUDES FAST LANE SLIDE & SYSTEM NET	1	34,834.00	34,834.00
BERLINER PLAY EQUIPMENT CLOUD 9	1	7,967.00	7,967.00
BERLINER PLAY EQUIPMENT COSMO S.04	1	39,466.00	39,466.00
BERLINER PLAY EQUIPMENT O'TANNEBAUM	1	14,052.00	14,052.00
BERLINER PLAY EQUIPMENT LITTLE BIG BEN 2.1	1	9,929.00	9,929.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT	1	40,590.00	40,590.00
TIMBERS PROVIDE AND INSTALL 218 LINEAR FEET OF 4 X 6 TIMBERS 2 TIER	218	22.00	4,796.00
STONE COMPACTED STONE - 2,970 SQ FT .5 FT THICK	1	10,295.00	10,295.00
PLAYSPEC RAINBOW 2" PLAYSPEC RAINBOW PLUS TWO 1.5" PAD	2,970	14.50	43,065.00
CONCRETE INSTALL 150 SQ FT CONCRETE WALKWAY FOR ACCESS TO PLAY AREA - INCLUDES STONE BASE	1	2,690.00	2,690.00

*Net 30 w/ PO.

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permit fees, bonding, or additional
insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility
issues may result in change orders.

*Standard lead times always apply. Contact sales agent for

SUBTOTAL 211,084.00

TAX (0%) 0.00

SHIPPING 4,400.00

details.

****Sign and return when approved. Thank you!**

TOTAL

\$215,484.00

Accepted By

Accepted Date



Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS

TOWN OF CHESTERTOWN
ATTN: KEES DE MOOY
118N CROSS ST
CHESTERTOWN, MD 21620

SHIP TO

WILMER PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 22452E**DATE** 06/08/2021**SALES REP**

ERIC BLACK

TYPE	QTY	RATE	AMOUNT
GRADING ONSITE GRADING INCLUDING DUMPSTER FEES	1	3,400.00	3,400.00
BERLINER PLAY EQUIPMENT SPACEBALL M COMBI PER USP.05189 - INCLUDES FAST LANE SLIDE & SYSTEM NET	1	34,834.00	34,834.00
BERLINER PLAY EQUIPMENT CLOUD 9	1	7,967.00	7,967.00
BERLINER PLAY EQUIPMENT COSMO S.04	1	39,466.00	39,466.00
BERLINER PLAY EQUIPMENT O'TANNEBAUM	1	14,052.00	14,052.00
BERLINER PLAY EQUIPMENT LITTLE BIG BEN 2.1	1	9,929.00	9,929.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT	1	40,590.00	40,590.00
TIMBERS PROVIDE AND INSTALL 218 LINEAR FEET OF 4 X 6 TIMBERS 2 TIER	218	22.00	4,796.00
STONE COMPACTED STONE - 2,970 SQ FT .5 FT THICK	1	10,295.00	10,295.00
PLAYSPEC RAINBOW 2" PLAYSPEC RAINBOW PLUS TWO 1.5" PAD	2,970	17.50	51,975.00
CONCRETE INSTALL 150 SQ FT CONCRETE WALKWAY FOR ACCESS TO PLAY AREA - INCLUDES STONE BASE	1	2,690.00	2,690.00

*Net 30 w/ PO.

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permit fees, bonding, or additional insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility issues may result in change orders.

*Standard lead times always apply. Contact sales agent for

SUBTOTAL

219,994.00

TAX (0)

0.00

SHIPPING

4,400.00

details.

****Sign and return when approved. Thank you!**

TOTAL

\$224,394.00

Accepted By

Accepted Date

COVERSHEET

To: Kees de Mooy
Company: Town of Chestertown
Fax Number: 410-778-4378
Voice Phone: 410-778-0500

From: Kristen Bevard
Fax Number: 410-257-7579
Voice Phone: 800-368-2573 ext. 341

Date of transmission: 06/28/21

RE: TOWN OF CHESTERTOWN - Site Furnishings

Here is our quotation for the TOWN OF CHESTERTOWN Project.
If there are alternatives included in this quotation they will be listed in the notes section.

Please Note:

Victor Stanley™ is a manufacturer of site furnishings including litter receptacles, recycling stations, benches, planters, bike racks, bollards, tables, seats and ash urns. Victor Stanley is not a contractor or sub-contractor working on-site. As a result, Victor Stanley does not have the original contract, plans or specifications for this project. Therefore, Victor Stanley can only be responsible for quoting and providing the products and quantities that are the subject of the purchase order that has been provided to us. Please review this quotation carefully. If any changes are necessary, please let us know immediately and we will send a revised quotation reflecting such changes.

If there are any questions, please contact me at 800-368-2573.

Sincerely,

Kristen Bevard
Customer Service Rep.
800-368-2573 ext. 341
kristenb@victorstanley.com

SALES QUOTE

Sales Quote No: SQ113714
Revision Number: 2
Sales Quote Date: 06/28/21

Sell To:

Town of Chestertown
Kees de Mooy
118 North Cross Street
Chestertown, MD 21620

Customer No: C000354
Phone No: 410-778-0500
Contact Name:
Contact Phone No:
Terms: Net 30
Associate: Kristen Bevard

Project Name: TOWN OF CHESTERTOWN
Project Location State: MD

Ship To:

Please advise
3621 Church Hill Road
Chestertown, MD 21620

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 6 to 8 (weeks)
for Production of your order.

All credit determinations are made by our Credit Department.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, Inc.
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- * These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
6	RBW-28	Steelsites RB Series WoodBench RBW-28 Components 6-Foot Black Ipe Slats	1,279.00	7,674.00
1		Freight	395.00	395.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,632 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D484,238 S; D478,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,781,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D583,689 S; D579,227 S; D579,685 S; D542,093 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,226 S; D609,933 S; D586,062 S; D621,295 S;
Canada D98101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. **Canada Patent** 2,184,348. **Mexico Reg. Des.** 001871; 28182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000961404.
Other Patent(s): Pending.

Sub-Total: 8,069.00
Total Sales Tax: 0.00

Total: 8,069.00
All figures are in US Dollars

Page: 1

Please review our Standard Terms of Production on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, Inc.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.

Bill to:	Ship to:	Quote Proposal	Q21.47114
Kees de Mooy	Kees de Mooy	Date of Proposal	Jun 28, 2021
Town of Chestertown	Chestertown Town Yard	Proposal valid until	Jul 12, 2021 (14 days)
118 N Cross Street	201 S Mill Street	Sales Rep.	Terry O'Neill
Chestertown, Maryland, 21620	Chestertown, Maryland, 21620		
United States	United States		
T: 410-778-0500	T: 410-778-0500		

Lead times quoted are only estimates and may change due to the volatility and demand of raw materials.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	Rectangular Concrete Picnic Table with Game Top- 2 Seats <i>Concrete Color Finish Top</i> <i>Smooth Finish-Dove Gray</i> <i>Concrete Color and Finish</i> <i>Smooth Finish-Dove Gray</i>	154-1156-1867517	3	\$1,159.00	\$1,039.00	\$360.00	\$3,117.00

CUSTOMER WILL BE REQUIRED
TO OFF LOAD TRUCK. TABLES SHIP KNOCKED DOWN.
ESTIMATED LEAD TIME TO LEAVE WAREHOUSE (4-6) WEEKS

Adjustment Quote	-\$360.00
Total Discount	\$360.00
Subtotal	\$3,117.00
Shipping & Handling (Excl. Tax)	\$0.00
Tax	\$0.00
Grand Total	\$3,117.00

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

- Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
- Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
- Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
- Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:

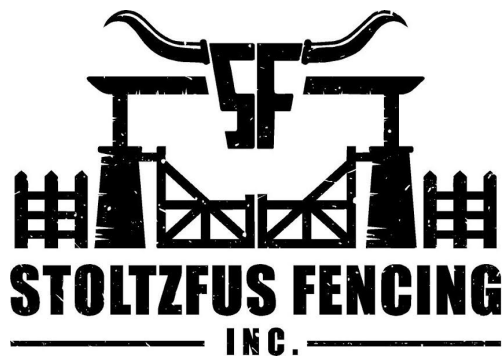
All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

- Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.
- Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: _____ Date: _____



CONTRACT

Gene Stoltzfus
(410)708-9098
1281 Peter's Corner Rd
Sudlersville, MD 21668
stofence@gmail.com

June 30, 2021
MHIC License #109207

Proposal submitted to: Town of Chestertown

We hereby propose to supply the materials and labor necessary to complete the following:

- Install 800' of schedule 20 black vinyl coated chain link.
- 1 5/8 top rail and 1 5/8 mid rail.
- 2" posts 8' on center.

For the sum of: \$16,350.00

Payment Schedule:

33% deposit to order materials when contract is signed \$5,395.50
Remainder due when job is complete

Acceptance of proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. Prices subject to change. Homeowner will be

notified before proceeding with installation if prices change.
Payment will be made as outlined above.

Date : _____ Signature: _____

Please note: Any extremely hard or rocky soil owner will be notified of additional charges before work continues. We are not liable or responsible for any unmarked underground waterlines, piping or private utilities. All areas must be cleared prior to installation unless contracted otherwise. Owner is responsible to have property lines marked. All material is guaranteed to be as specified, and the above work to be performed in accordance with any drawings and specifications submitted for above work and completed in a substantial workmanlike manner. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Please note: We only accept check, cash or money order.

**When it comes to quality, service and durability,
Stoltzfus Fencing Inc. Sets the standard! We thank you for your
business!**

Section 39. Appropriations.

No public money may be expended without having been appropriated by the Council. From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein.

Section 57. Purchasing and contracts.

All purchases and contracts for the town government shall be made by the officer so designated by the Council. The Council may provide by ordinance for rules and regulations regarding the use of competitive bidding and contracts for all town purchases and contracts. All expenditures for supplies, materials, equipment, construction of public improvements, or contractual service involving more than ten thousand dollars (\$10,000) will be made on written contract. The designated officer shall be required to advertise for sealed bids, in such manner as may be prescribed by ordinance, for all such written contracts. Such written contracts shall be awarded to the bidder who offers the lowest or best bid, quality of goods and work, time of delivery or completion, and responsibility of bidders being considered. All such written contracts shall be approved by the Council before becoming effective. The Mayor and Council shall have the right to reject all bids and readvertise. The town at any time, in its discretion, may employ its own forces for the construction or reconstruction of public improvements, without advertising (or re-advertising for) or receiving bids. All written contracts may be protected by such bonds, penalties, and conditions as the town may require.

Memorandum of Understanding

Among the Town of Chestertown, Maryland, Washington College, and the Eastern Shore Land Conservancy

Concerning Easements Necessary for the Development of a Walking Trail Along the Chester River

This Memorandum of Understanding (MOU) is entered into and among the Town of Chestertown, an incorporated municipality in Kent County, Maryland ("the Town"), Washington College, a 501(c)(3) institution of higher education located in Chestertown, Maryland ("the College"), and the Eastern Shore Land Conservancy ("the ESLC") for the purpose of documenting the commitment of all parties to the construction, use, and maintenance of a walking trail along the Chester River in Chestertown, Maryland ("waterfront trail") that crosses properties owned by the Town and the College, and to renewing an easement already in place for the use and maintenance of an existing waterfront walkway and promenade.

Background and Intent. The Town has long envisioned a waterfront walking trail, accessible by the public, stretching from the foot of High Street to Wilmer Park and continuing on to the junction of Radcliffe Creek with the Chester River. Over the past several decades, the College has acquired all of the properties between the Lelia Hynson Pavilion adjacent to Wilmer Park and Radcliffe Creek, and has made a number of improvements on those properties. Most recently, the College acquired two parcels between the Chestertown Armory and Radcliffe Creek in a deal brokered by the ESLC in exchange for the College's commitment to allow the Town to build and maintain the waterfront trail through these properties. Through this and through various other instruments associated with property transfers and permitting and approvals by the Town for improvements on the College's waterfront properties, the College has made piecemeal commitments to grant easements to the Town that will enable to Town to construct and maintain the full length of the waterfront trail. This MOU is intended to restate those individual commitments as a single commitment, and to articulate the responsibilities of the Town, the College, and the ESLC in the construction and maintenance of the waterfront trail.

Furthermore, this MOU is intended to document the College's commitment to renewing the easement granted to the town in 1997 and set to expire in 2022 for the construction, use, and maintenance of a waterfront walkway and promenade along the Chester River between High Street and Cannon Street in Chestertown ("waterfront walkway and promenade").

Responsibilities of the Town. The Town agrees to accept the following responsibilities related to the design, construction, maintenance, and use of the waterfront trail and the ongoing use and maintenance of the existing waterfront walkway and promenade:

1. The Town will construct and maintain the waterfront trail at no cost to the College.

2. The Town will maintain liability insurance specifically naming Washington College in the policy as an additional insured for all easements granted for the construction of the waterfront trail and for continued use and maintenance of the waterfront walkway and promenade.
3. Prior to the issuance of bidding documents for the construction of the waterfront trail, the Town will provide the College a reasonable opportunity to review and comment on the proposed plan, and to have direct input on the placement of the waterfront trail on College-owned property.
4. The Town will coordinate all construction- and maintenance-related activities associated with the waterfront trail with the College and will make reasonable accommodations to ensure that such activities do not conflict with the College operations or events.

Responsibilities of the College. The College agrees to accept the following responsibilities related to the design, construction, maintenance, and use of the waterfront trail and the ongoing use and maintenance of the existing waterfront walkway and promenade:

1. The College will grant concurrent 30-year easements on all waterfront properties currently owned by the College between Wilmer Park and Radcliffe Creek as needed for the construction, use, and maintenance of the waterfront trail, to include easements on properties that may convey to or be leased to third parties in the future.
2. The College will grant a concurrent 30-year easement on the College-owned property between High Street and Cannon Street in Chestertown for the use and maintenance of the existing waterfront walkway and promenade.
3. The College will provide feedback in a reasonable amount of time to all requests and proposals from the Town or those working on behalf of the Town on the design and construction of the waterfront trail.
4. The College will, at its own expense, honor the late wife of James H. (Jimmie) Smith with an appropriate memorial near the waterfront trail and will ensure that this memorial does not in any way impair the intended use of the waterfront trail.
5. The College will grant the general public the use of the portions of the waterfront trail and the existing waterfront walkway and promenade located on its property during the same hours that Wilmer Park is available for public use and will make reasonable accommodations to grant members of the public access to the waterfront trail during these hours.

Responsibilities of the ESLC. The ESLC agrees to accept the following responsibilities related to the design, construction, maintenance, and use of the waterfront trail and the ongoing use and maintenance of the existing waterfront walkway and promenade:

1. The ESLC will facilitate and coordinate the waterfront trail working group to continue advancing the project toward completion.
2. The ESLC will partner with the Town and with the College to identify opportunities and to assist in securing funding for the construction and maintenance of the waterfront

- trail, leveraging its deep relationships with government and private entities that provide support for the development of public spaces and for land conservation.
3. The ESLC will partner with the Town and with the College on community engagement and community outreach.

Signatories.

ON BEHALF OF THE TOWN OF CHESTERTOWN

(sign)

Chris Cerino

(print)

Mayor

(title)

September 5, 2019

(date)

ON BEHALF OF WASHINGTON COLLEGE

(sign)

Kurt M. Landgraf

(print)

President

(title)

September 5, 2019

(date)

ON BEHALF OF THE TOWN OF THE ESLC

(sign)

Katie Parks

(print)

Vice President of Conservation

(title)

September 5, 2019

(date)

LANDS N/F OF
WC WATER,
M.L.M. 622/2



LANDS N/F OF
MAYOR & COUNCIL OF CHESTERTOWN
R.A.S. 11/105

LANDS N/F OF
WASHINGTON COLLEGE
M.L.M. 758/66

LANDS N/F OF
WASHINGTON COLLEGE
M.L.M. 716/189



Myra Butler, Director, Parks and Recreation
7/20/2021
County Commissioners Meeting

Item Summary:

Utilize Special Program Open Space Funds



Bill Mackey, Director, Planning, Housing, and Zoning
7/20/2021
County Commissioners Meeting

Item Summary:

Letters of Credit Release Request

ATTACHMENTS:

Description



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
7/20/2021
County Commissioners Meeting**

Item Summary:

Presentation on Local Management Board's marketing of Delmarva Community Transit's services via the new www.kentcountyrides.com and the five year Transit Development Plan's community survey.
https://www.surveymonkey.com/r/CKT_pt_survey

ATTACHMENTS:

Description

Transit Development Plan Media Release



Media Release

Delmarva Community Services is Seeking Input for Five-Year Transit Development Plan for Caroline, Kent, and Talbot Counties: Survey Available Online and at Key Locations

(Cambridge, Md, July 1, 2021) – Delmarva Community Transit, operated by Delmarva Community Services, Inc. is in the process of updating a Five-Year Transit Development Plan for public transportation services in Caroline, Kent, and Talbot Counties. A public survey is being conducted as part of the planning process. The purpose of the survey is to enable area residents to voice their opinions concerning public transportation in the region, and to discover what type of transit improvements should be considered for the five-year period.

The survey is being conducted between July 1 and July 31. The survey is available on-line at the following links:

English: https://www.surveymonkey.com/r/CKT_pt_survey

En Español: <https://www.surveymonkey.com/r/KCTPublicSpanish>

Paper copies of the survey, in English and in Spanish, are also available at the following locations:

Delmarva Community Services, Inc. - 2450 Cambridge Beltway Cambridge MD 21613

Delmarva Community Transit - 10502 Greensboro Road Denton MD 21629

Delmarva Community Transit - 709 Morgnec Road Chestertown MD 21620

In addition to the public survey, a survey of major employers will be conducted, and a rider survey is being conducted on board the vehicles. The Five-Year Transit Development Plan is expected to be completed by November 2021.

For more information, contact Andrea Waters, Transportation Grants Specialist, Delmarva Community Services – Delmarva Community Transit - Phone: 410-221-1910 ext. 154

Email: andrea@dcsdct.org

-END-



April Bitter, Project Manager, Information Technology
7/20/2021
County Commissioners Meeting

Item Summary:

Addendum to USBank State and Local Government Agreement

ATTACHMENTS:

Description

07.20.21 USBank Equipment Finance, State and Local Government Addendum to Agreement #2775145 By and Between County Commissioners of Kent County and USBank Equipment Finance
Agreement with Centric for HR Finisher



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 2775145

Addendum to Agreement # 2775145 and any future supplements/schedules thereto, between COUNTY COMMISSIONERS OF KENT COUNTY, as Customer ("Customer") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with

respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document"

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you

irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Arizona, the following applies: We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

7. If you are a political subdivision of the State of Florida, the following applies: We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

8. If you are a county of the State of Florida and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

9. If you are a political subdivision in the State of Georgia, the following applies: You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

10. If you are a school district in the State of Georgia, the following applies: The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

11. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

12. If you are a political subdivision of the State of Kansas, the following applies:

We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

COUNTY COMMISSIONERS OF KENT COUNTY

Customer

x

Signature

Title

Date



EQUIPMENT, SOFTWARE & SERVICES AGREEMENT

☐ Hagerstown
 ☐ Malvern
 ☐ Owings Mills
 ☒ Salisbury
 ☐ Tysons Corner

SOLD TO			SHIP TO ☒ Same as Sold To		
Company Name: County Commissioners of Kent County			Company Name:		
Address: 400 High Street			Address:		
City: Chestertown	State: MD	Zip: 21620	City:	State:	Zip:

CONTACT INFORMATION					
Administrative Contact: April Bitter			IT Contact:		
Email: abitter@kentgov.org			Email:		
Phone: (410) 778-4600		Fax:	Phone:		Fax:

BILLING INFORMATION	
PLEASE SELECT PREFERRED CONTACT METHOD (REQUIRED FOR BILLING)	
Meter Reading Contact:	Phone:
☐ Email:	☐ Fax:

EQUIPMENT INFORMATION				
SELECT ONE	☒ New	☐ In Place	☐ Reconditioned	☐ Demo Unit
IF ADDITIONAL LINES ARE NEEDED, PLEASE REFER TO EQUIPMENT SCHEDULE				
Quantity	Manufacturer	Model/Accessories	Unit Price	Extended Price
1	Sharp	1K Stacking 50 Sheet Staple Finisher MX FN28	see	lease

EQUIPMENT PURCHASE TERMS																			
The equipment identified above (the "Equipment") is purchased under the following standard terms and conditions, which have been acknowledged and accepted by the company or individual identified above, who is purchasing the Equipment pursuant to this Agreement ("Customer"), and such acceptance is evidence by Customer's signature contained on page 4 of this Equipment, Software & Services Agreement (this "Agreement"): - Centric Business Systems, Inc. ("Centric") retains a security interest in the Equipment and supplies described above and further in this Agreement until the total price identified herein (the "Purchase Price") is paid in full. - If for any reason, Customer fails to complete any of its obligations hereunder, including, but not limited to, making payments when they become due, as indicated on each invoice sent by Centric to Customer, then Centric may, in addition to any other remedies available under law, retain the thirty-three percent (33%) deposit identified herein (the "Deposit") as damages for default hereunder. In the event of a default by Customer after which Centric initiates a formal legal action to recover damages or for other relief, which results in judgment against Customer, Customer shall pay all costs of collection incurred by Centric, including reasonable and necessary attorney fees. - Customer understands and hereby acknowledges that Centric has not made and is not bound by any oral or written representations by its sales representatives, unless such representations are explicitly restated in writing within the body of this Agreement. See "Terms and Conditions for Maintenance Programs" on the following pages. This is a binding Agreement for purchase, not subject to cancellation. This Agreement cannot be changed except as agreed to in writing by Centric. A one and a half percent (1.5%) per month late charge (eighteen percent (18%) per annum) will be applied to all balances due which remain outstanding for more than thirty (30) days. - All orders are subject to credit approval. - The sole remedy for Centric's failure to complete its obligations hereunder shall be the return of the Deposit. - If equipment is being leased, see lease agreement for lease terms.	<table style="width:100%"> <tr> <td>PURCHASE ORDER #</td> <td>_____</td> </tr> <tr> <td>(If Required)</td> <td></td> </tr> <tr> <td>SUBTOTAL \$</td> <td>_____</td> </tr> <tr> <td>STATE & LOCAL TAX \$</td> <td>_____</td> </tr> <tr> <td>(If Exempt, Show Tax ID #)</td> <td></td> </tr> <tr> <td>SETUP, DELIVERY & INSTALLATION \$</td> <td>_____</td> </tr> <tr> <td>TOTAL PRICE \$</td> <td>_____</td> </tr> <tr> <td>LESS 33% DEPOSIT \$</td> <td>_____</td> </tr> <tr> <td>BALANCE DUE \$</td> <td>_____</td> </tr> </table>	PURCHASE ORDER #	_____	(If Required)		SUBTOTAL \$	_____	STATE & LOCAL TAX \$	_____	(If Exempt, Show Tax ID #)		SETUP, DELIVERY & INSTALLATION \$	_____	TOTAL PRICE \$	_____	LESS 33% DEPOSIT \$	_____	BALANCE DUE \$	_____
PURCHASE ORDER #	_____																		
(If Required)																			
SUBTOTAL \$	_____																		
STATE & LOCAL TAX \$	_____																		
(If Exempt, Show Tax ID #)																			
SETUP, DELIVERY & INSTALLATION \$	_____																		
TOTAL PRICE \$	_____																		
LESS 33% DEPOSIT \$	_____																		
BALANCE DUE \$	_____																		

Administrative Offices
 10702 Red Run Blvd, Owings Mills, MD 21117
 Phone: 877-902-3301 Fax 410-902-3307
www.centricbiz.com

PLEASE SELECT THE APPLICABLE PROGRAM.

EQUIPMENT, MAINTENANCE & SUPPLY (EMS) LEASE MAINTENANCE PROGRAM

The guaranteed minimum monthly volume included (copies/prints) in the attached lease agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the contracted equipment. Additional volume is billed at the cost and interval as follows:

☐ EMS Copier (MFD) Black & White

Minimum monthly volume included: _____

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ EMS Copier (MFD) Color

Minimum monthly volume included: _____

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ EMS Printer (FlexPrint) Black & White

Minimum monthly volume included: _____

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ EMS Printer (FlexPrint) Color

Minimum monthly volume included: _____

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

COMPREHENSIVE MAINTENANCE & SUPPLY (CMS) PROGRAM

The minimum volume included (copies/prints) in the agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the term of the contract. Additional volume is billed at the cost and interval as follows:

☐ CMS Copier (MFD) Black & White

Billed \$ _____ for _____ documents per _____.
(Included) (month/quarter)

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Copier (MFD) Color

Billed \$ _____ for _____ documents per _____.
(Included) (month/quarter)

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Printer (FlexPrint) Black & White

Billed \$ _____ for _____ documents per _____.
(Included) (month/quarter)

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Printer (FlexPrint) Color

Billed \$ _____ for _____ documents per _____.
(Included) (month/quarter)

Additional volume billed _____ @ \$ _____ per page.
(monthly/quarterly)

WIDE FORMAT PROGRAMS*

☐ SERVICE ONLY Includes parts and labor for the term of the contract.

☐ SERVICE AND SUPPLIES (Excludes Paper) Includes all toner, drums, parts and labor for the term of the contract.

☐ SERVICE AND SUPPLIES (Includes Paper) Includes all toner, paper, drums, parts and labor for the term of the contract.

Billed \$ _____ for _____ square feet per _____. Additional square feet billed _____ at \$ _____ per sq ft.
(month/quarter) (month/quarter)

*All Inkjet Wide Format Programs exclude print heads and supplies.

EQUIPMENT MAINTENANCE PROGRAM

Includes parts and labor for the term of the contract. (Excludes all supplies.)

Drums are ☐ OR are not ☐ included.

Billed \$ _____ for _____ documents per _____. Additional volume billed _____ at \$ _____ per page.
(month/quarter) (month/quarter)

FASCIMILE PROGRAM

Includes all parts and labor \$ _____ the term of the contract. Excludes all drums and supplies.

SOFTWARE SUPPORT PROGRAM

Solution _____

Billed \$ _____ for _____ year(s). Includes software support, subject to licensing agreement.

CENTRIC CONNECT PROGRAM

This program is to provide our customers with the network support they require to ensure that our equipment is printing, faxing and scanning effectively in their specified network environment. It enables Centric to solve customer issues that are outside of the scope of services in our maintenance agreement for the term of the contract.

☐ Accept All covered units billed \$ _____ per _____ for _____ multifunctional copiers.
(month/quarter) # of devices

☐ Decline I agree to be billed at prevailing rates for network support.

Customer Initials _____

☐ NO MAINTENANCE COVERAGE OPTION CHOSEN

All programs are subject to the terms and conditions set forth on the following pages.

TERMS AND CONDITIONS FOR MAINTENANCE PROGRAMS

1. DESCRIPTION

Customer agrees to purchase, and Centric agrees to provide equipment maintenance services, in accordance with the program selected and the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on original of this Agreement, signed by Customer and an officer of Centric. No change, alteration or amendment of the terms and conditions of this Agreement are authorized or effective unless an officer of Centric has agreed to them in writing.

2. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material required to keep the Equipment in good operating condition. The term "Equipment" refers to any equipment listed on page one of this Agreement or included in Equipment Schedule attached hereto. This Agreement, as specified by the program selected, includes the adjustments, repairs and replacement of parts, which have been broken or worn out during normal usage of the Equipment. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will result in billable charges and cause this Agreement to be null and void. This Agreement does not cover service necessitated by use of operating supplies that are defective, creating service problems or not compatible with the Equipment. Centric will not be responsible for any parts or labor required to repair damage to the Equipment by an electrical surge. This Agreement does not cover service caused by malfunctions of parts, attachments, accessories and/or software packages not supplied by or through Centric.

3. TERM

This Agreement shall become effective upon acceptance by a Centric Officer and receipt of payment of the charges billed. This Agreement is non-cancelable, and will remain in effect for the term of the lease (purchased units for four years from the date of installation). Subsequent to this initial period, this contract will automatically renew for additional 12 month periods, unless Centric is notified of the customer's intent to cancel via certified mail, 30 days prior to the anniversary of the start date. At the end of the first year of this agreement and once each successive 12 month period, Centric may increase the contract minimum and the price per impression over the minimum. Customer understands that during the term of this Agreement, Centric may require an increase in charges. The color price per copy price which includes toner usages is based on 8 1/2" x 11" letter size copies with an average 20% image fill, consistent with industry averages. If Centric determines that you have used more toner than normal (as determined by the manufacturer's toner yield specifications), Centric will invoice an appropriate surcharge to offset such increased usages. Centric also reserves the right to invoice for any excess toner the customer has received and not utilized as evidenced by the final meter reads at the time of contract termination. Any lapse in coverage due to non-conformance of this Agreement will require an acceptable evaluation at prevailing rates prior to reinstating this Agreement.

4. BREACH OR DEFAULT

If Customer does not pay all charges for services as provided hereunder, promptly when due; (1) Centric may (a) refuse to provide service or supplies for the Equipment or (b) furnish service on a C.O.D. Parts and Labor basis at published rates with payment made C.O.D. at the time the service is rendered. The forgoing is without prejudice to any other remedies Centric may have. (2) Customer agrees to pay attorney fees, court costs, disbursements, and other reasonable expenses incurred by Centric in collecting any charges under this Agreement.

5. ASSIGNABILITY

This Agreement applies specifically to the Equipment and Customer location stated in this Agreement. Customer may not assign its interest in or delegate its duties under this Agreement, unless approved in writing by an officer of Centric. Centric may terminate this Agreement at any time by giving thirty days (30) prior written notice to Customer. If the Agreement is terminated by Centric, the unearned portion of any amounts owed and paid by Customer to Centric pursuant to this Agreement shall be refunded to Customer. If this Agreement is terminated by Customer, any such unearned portion of amounts owed

and paid by Customer to Centric pursuant to this Agreement may be applied to an agreement on the Equipment purchase from Centric, if such a situation exists, but in no event will such unearned but paid portion be refunded to Customer.

6. INDEMNIFICATION

Customer shall indemnify and hold Centric harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Centric at Customer's sole expense, against all suits, action or proceedings in which Centric is made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall Centric be liable to Customer for consequential or indirect damages due to Centric's non-performance, any breach of this Agreement, or any act of Centric or of its employees or agents.

7. ELECTRIC SERVICE

Purchaser shall provide electric service as appropriate for the system being installed and as required by the manufacturer.

8. SERVICE CALLS

Service calls will be made during normal business hours at the Equipment location specified. On site hours are from 8:30am to 5:00pm Monday through Friday, excluding holidays. Requests for service outside of normal business hours are charged to Customer at published rates and are subject to availability of personnel. Centric shall not be responsible for delays or inability to service caused directly or indirectly by strike, accidents, climatic conditions or other reasons beyond its control.

9. NO WARRANTY

Other than the obligations set forth herein, Centric disclaims all warranties, expressed or implied, including an implied warranty of merchantability, fitness for use, or fitness for a particular purpose. Centric shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the Equipment or the loss of use of the Equipment.

10. CHARGES

Charges will be invoiced in accordance with the program selected in this Agreement. At the end of the billing cycle, Centric will agree to adjust the future volume plan if necessary, and Customer agrees to pay the published rates for the agreed upon volume plan. Customer agrees to pay all charges within fifteen (15) days of the date of the Centric invoice for such charges. Customer understands that during the term of this Agreement, Centric may require an increase in charges.

11. STATE GOVERNANCE

This Agreement shall be governed by and construed according to the laws of the State of Maryland and constitutes the entire Agreement between the parties.

12. LABOR SERVICES FOR NETWORKED DEVICES & OPTIONAL CENTRIC CONNECT PROGRAM

This section is applicable to the Equipment that is connected to a computer or network. For 30 days, this Agreement covers installation and configuration of the hardware and/or software solutions acquired from Centric. Beyond 30 days, additional changes to networks, adding of print drivers and service requirements that result from data that has not reached the Equipment will be billed at prevailing rates, unless Customer selects the optional Centric Connect Program. Centric makes no guarantee that its products and software drivers will be compatible with updated application or operating system software. It is the responsibility of Customer to perform all necessary backups on its personal computers and/or networks prior to any installation or update. If Customer participates in the Centric Connect program, Customer is required to notify Centric prior to updating or changing application software or operating systems. Centric bears no responsibility for any damage done or data lost from said personal computers and/or network

lost from said personal computers and/or network devices. In addition, Centric will not be responsible for replacing or paying for replacements of any data, memory or information, which is lost, altered or damaged while stored in the Equipment.

13. GENERAL METER COLLECTION

Customer agrees to provide a meter reading when requested by Centric. If the meter reading is not reported, Centric may estimate the meter reading based on the prior three (3) months of usage to complete the billing cycle. All meter usage costs accrued during instructions, repair or preventive maintenance of the copier system shall be Customer's responsibility.

14. MISCELLANEOUS

This Agreement supersedes all prior discussions or understandings between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights here under unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original document, but all of which counterparts together shall constitute the same instrument. This Agreement shall not be effective unless and until executed by both of the parties hereto.

ADDITIONAL TERMS AND CONDITIONS FOR *FLEXPRINT* PROGRAM COVERAGE

15. IMPLEMENTATION

Upon approval of this Agreement by all parties, Centric will schedule a time to complete an inspection of the existing Equipment to be serviced under this Agreement within two (2) days of receipt of the order. Following inspection and upon approval, a Centric identification tag will be attached to the Equipment, a start meter reading will be obtained and Centric will install Remote Fleet Monitoring Software ("RFMS"). If the Equipment is not functional at the time of inspection, the Equipment will be brought to manufacturer's specification by Centric solely at the cost of Customer.

devices. Additional fees will be assessed for environments with more than 100 devices or multiple locations.

16. ADDITION OF EQUIPMENT

Customer is required to immediately notify a Centric representative, in writing, upon installation of any additional equipment at Customer's site capable of using Centric supplied toner cartridges. Upon execution of an addendum to this Agreement, such equipment shall be added to the Equipment Schedule attached hereto and be covered, pending inspection pursuant to this Agreement and shall be considered the Equipment for all purposes under this Agreement.

20. REMOTE FLEET MONITORING SOFTWARE

Installation of RFMS will take place at the initiation of this contract to report meters and monitor supply alerts. If at any time, Customer requires reinstallation of RFMS as a result of Customer changes to their network or software, Centric will impose additional fees for re-installation. The technical specifications and requirements are as follows:

The Onsite application is comprised of a windows service and web style front end. The initial installation has a small footprint of fewer than 20 MB. Ongoing data collection will require additional disk space over time. Hard disk space requirements are dictated by the number of devices it's configured to collect data from and the frequency of the data collection. Onsite application will run on a dedicated or shared workstation or server as well as a Virtual Machine (VM) with the specifications below. The system does not have to be a server; a properly powered desktop will work as well as long as they meet the requirements below:

17. RELOCATING & DELETING MACHINES

Customer is required to immediately notify Centric upon relocation or removal of any Equipment at Customer's site.

- Operating Systems: Microsoft Windows XP, 2003, Vista Business & Enterprise Editions
- Additional Requirements: SNMP & TCP/IP supported, MDAC 2.6 or higher, .NET 2.0 framework with service pack 2, Jet 4.0, Internet explorer 7.0 or higher (or compatible)
- Communication Port Requirements: SNMP port 161, HTTP port 80, SSL port 443
- Processor: 2.4 GHz or higher
- Memory: 1 GB or higher
- Hard Drive: 10 GB or higher
- File System: NTFS

18. COST OF REPAIR

Centric reserves the right to evaluate the condition of the Equipment to determine whether the cost of repair is warranted or if the Equipment should be replaced or removed from the contract.

If the specifications and requirements are not met then the RFMS will not be installed. In that case Customer will be solely responsible for obtaining the meter readings for all of the printing devices.

19. REMOTE MONITORING METER COLLECTION

RFMS will collect meters on most networked Equipment and some local Equipment. Customer agrees to provide manual meter readings upon request by Centric for any Equipment that does not report to the RFMS. Centric is willing to collect meters on the Equipment that does not report to our RFMS, by request only, on a quarterly basis, at an additional cost of \$75 per visit for a single site with up to 100

		
AUTHORIZED SIGNATURE OF CUSTOMER (Sign and Print)		SALES REPRESENTATIVE (Sign and Print)
President	May 25, 2021	
TITLE	DATE	CENTRIC OFFICER SIGNATURE
ORDER SUBJECT TO APPROVAL BY AN OFFICER OF CENTRIC BUSINESS SYSTEMS		



Detention Center
7/20/2021
County Commissioners Meeting

Item Summary:

Promotion of Correctional Officer

ATTACHMENTS:

Description



Public Works- Environmental Operations
7/20/2021
County Commissioners Meeting

Item Summary:

Part-Time Recycling Attendant Vacancy

ATTACHMENTS:

Description



Public Works - Grounds Maintenance 7/20/2021 County Commissioners Meeting

Item Summary:

Promotion to Grounds Maintenance Worker II Position

ATTACHMENTS:

Description



Public Works - Building Maintenance 7/20/2021 County Commissioners Meeting

Item Summary:

Promotion to Building Maintenance Worker II Position

ATTACHMENTS:

Description



FY2022 State Aid Surface Treatment Roads List Approval 7/20/2021 County Commissioners Meeting

Item Summary:

Approval of a proposed list of Kent County Roads to be surface treated with tar (asphalt) and chip (stone) in FY22 to be funded by an 80% reimbursement from the State Aid Program.

ATTACHMENTS:

Description

07.20.21 State-Aid Program Data Sheet, State Highway Administration (SHA) Contract No. KE, State Aid No. 029-000S (22)

FY22 Proposed Surface Treatment List

(1) SHA CONTRACT No. <u>KE</u>		STATE-AID PROGRAM DATA SHEET									
(2) STATE-AID No. <u>029-000S (22)</u>											
(3) ROAD NAME Various Roads	(a) PROJECT LOCATION Within the limits of Kent County	(5) Length 5.54 Miles	(6) Traffic Present	(6A) Future See Attached	(6B)	(7) Route F.A.S.	(8) County Name Kent	(9) County Code 029	(10) Elec. District 01	(11) Item No. County State	
		(12) EXISTING SURFACING AND ROADWAY					(13) CHECK ONE				
(A) STRUCTURES (over 20' length) N/A	(B) PAVEMENT TYPE Bituminous Surface Treatment	(C) Width	(D) Condition See Attached	(E) Alignment	(F) Grade	(H) R.R. Crossing	Type of Project Force Account [] County [X] Contract Advertisement S.H.A. [] County [] Construction Inspection S.H.A. [] County [X] Materials Inspection & Control S.H.A. [] County [X]				
(14) CHARACTER OF ROADWAY	TYPE OF WORK	TOTAL EST'D COST		STATE AID FUNDS		COUNTY FUNDS					
Graded Width See Attachment Base Existing Bankrun Pavement Section Gravel See Attachment Shoulders See Attachment Right-of-Way Existing Maximum Grade Maximum Curve Design Speed Remarks See attachment Design Exceptions	(15) GRADING										
	(16) DRAINAGE										
	(17) BASE										
	(18) SURFACE	\$94,300.43	\$ 64,998	\$29,302.43							
	(19) STRUCTURES										
	SUB-TOTALS										
	(20) RIGHT-OF-WAY	\$94,300.43	\$ 64,998	\$29,302.43							
	(21) PRELIMINARY ENGINEERING										
	(22) CONSTRUCTION INSPECTION										
	(23) MATERIALS INSPECTION & CONTROL										
(24) UTILITIES											
GRAND TOTALS		\$94,300.43	\$64,998	\$29,302.43							
(26) Certificate of Available Funds to Match State Aid Funds											
ATTEST :			 Authorized Signature & County Title				P. Thomas Mason, President County Commissioners of Kent County, MD				
(27) Program Approval :					(28) Availability of State Aid Funds :						
Federal Aid Programming Section _____ Date _____					Manager , Capital Program Division _____ Date _____						

RANGE / \$A\$1 : \$P\$50

PROGRAM : SAPDATA

Kent County Public Works / Roads Division
FY22 Surface Treating Program (#7/#8 Stone)

1 coarse each road

Rates of application: 0.5 gallons asphalt & 35 lbs. stone per square yard

Estimate) Asphalt Cost/Gallon:

#7/#8 Chip Stone/Ton:

Unit Cost

\$2.00

\$28.30

Total Tons

2,089.3

	Road #	Road Name		Length (miles)	Width	Sq. Yards	Tons Stone	Gallons Asphalt	Stone Cost	Asphalt Cost	Total Cost	5.54 \$94,300.43
1	356	Bessicks Corner Rd.	7	1.66	20	19,477	340.9	9,739	\$9,646.15	\$19,477.33	\$29,123.48	
1	360	St. James Rd.	7	2.23	20	26,165	457.9	13,083	\$12,958.38	\$26,165.33	\$39,123.71	
1	388	Walnut Point Rd.	7	1.65	18	17,424	304.9	8,712	\$8,629.24	\$17,424.00	\$26,053.24	
2	353	Clark Rd.	7	4.80	20	56,320	985.6	28,160	\$27,892.48	\$56,320.00	\$84,212.48	
	TOTALS			10.34		119,387	2,089.3	59,693	\$59,126.25	\$119,386.67	\$178,512.91	

4.80

\$84,212.48

Cost per mile:

\$17,264.30

\$178,512.91

10.34



**Town of Galena Operations Agreement Renewal
7/20/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

07.20.21 Galena Water and Wastewater Treatment Facilities, Operation and Maintenance Supervisory Agreement By and Between The County Commissioners of Kent County and Galena, Collection System and Distribution System

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

BETWEEN

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

AND

THE TOWN OF GALENA, MARYLAND

This Water & Wastewater Treatment Facilities, Galena Collection System, and Distribution System Agreement (hereinafter, the "Agreement") is made and entered into this 20th day of July, 2021, by and between THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND (hereinafter, the "County"), and the TOWN OF GALENA, MARYLAND (hereinafter, the "Town"). The County and the Town may individually be referred to herein as a "Party," and may collectively be referred to as the "Parties."

RECITALS

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

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

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

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

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

ARTICLE 1: GENERAL

- 1.1 The County hereby agrees to perform the services and to comply with the terms and conditions as set forth herein, and in consideration of such services, the Town hereby agrees to make payments to the County as specified in Article 5 hereof and to do or take such other actions as required of the Town hereunder.
- 1.2 The person(s) responsible for the services to be rendered under this Agreement on behalf of the County shall possess the appropriate licenses and certifications required by State and Federal laws and regulations.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 The County shall provide the services of qualified personnel who shall be responsible for the operations and maintenance of the Facilities as more fully described on Exhibit B attached hereto.
- 2.2 The County will provide additional services as described in Exhibit C attached hereto on a cost-reimbursable basis when requested by the Town. These services include but are not limited to, such things as the removal and processing of liquid sludge, emergence response to Sanitary Sewer Overflows (SSO's), removal of sewer line clogs, sewer cleaning, etc.
- 2.3 In accordance with Town of Galena policy, (see Ordinance 2018-06 of the Town of Galena) sewer line clog removal and sewer line cleaning will be limited to sewer lines owned by the Town of Galena up to the sewer cleanout; the property owner is responsible for the sewer lateral from the cleanout to the structure. In the absence of a cleanout, the County will clean the sewer line up to the property line.
- 2.4 In accordance with the Town of Galena Code 173.5A the Town maintenance responsibility is from the street main to the property line.

ARTICLE 3: RESPONSIBILITIES OF THE TOWN

- 3.1 The Town shall use its best efforts to secure materials or information requested by the County for the purpose of carrying out services under this Agreement, and shall generally offer such cooperation as the county reasonable requires for the performance of its duties and responsibilities hereunder;
- 3.2 Reimbursement for costs incurred by the County:
 - 3.2.1. The Town shall reimburse the County for the actual costs of chemicals, repair parts, laboratory supplies, fuel for backup generators, and other services not included in the Scope of Services.

3.2.2. No mark-up on these costs will be charged to the Town.

3.2.3. The County shall have the authority to purchase repair parts and other items costing up to \$1,000.00 and which are needed for the maintenance and repair of the Facilities without obtaining prior approval from the Town. Notification of the repair shall be provided to the Town as soon as possible, but in any event, by the close of business on the next business day following the repair.

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

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

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

- 3.3 The Town shall pay all utility costs directly. i.e., electric power, telephone services and any water charges for the Facilities;
- 3.4 The Town shall be responsible for the cost of all heavy maintenance and repair of the Facilities which exceed the County's in-house capabilities;
- 3.5 The Town shall be responsible for grounds maintenance of the Facilities, including grass cutting and snow removal;
- 3.6 The Town shall be responsible for fines, penalties, and other costs (including legal costs) associated with enforcement actions taken by the Maryland Department of the Environment or other regulatory agencies arising from permit or other regulatory violations unless those violations are the result of negligence, willful misconduct, or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.

ARTICLE 4: TERM

- 4.1 The initial term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2022. The Agreement may be extended on an annual basis upon mutual consent of all parties, agreement of a proposed budget, and appropriation of funds to the Town budget.

ARTICLE 5: COMPENSATION

- 5.1 The Town shall pay the County a monthly fee of \$6,790.00. The County warrants the fee until June 30, 2022.
- 5.2 For County equipment services outside the Scope of Services as outlined in Exhibit B, the Town shall compensate the County in accordance with the Schedule of Fees as shown on Exhibit D attached hereto. The schedule of fees shall be in effect for the 2022 fiscal year.
- 5.3 The Town shall pay the County for services rendered and expenses accounted for monthly, as billed. In the event that payment is not made within sixty (60) days from the date of billing, interest will be charged at the rate of one percent (1%) per month.

ARTICLE 6: INSURANCE

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

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

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

- 6.2 The Town will obtain and maintain adequate property insurance on the Facilities and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the Facilities and the operation thereof. The Town will provide the County with a certificate of insurance evidencing such coverage upon the County's request.

- 6.3 The County warrants it will exert the degree of care and skill in the performance of the services ordinarily exercised, under similar circumstances, by similar professionals at the time such services are rendered. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IF APPLICABLE.

ARTICLE 7: TERMINATION

- 7.1 The failure of either Party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other Party may send a Notice of Termination. Such notice shall specify the nature of the default and provide the defaulting Party with thirty (30) days to cure the default. If the default is capable of being cured but is not cured within 30 days, this Agreement shall terminate at midnight of the 30th day following the Notification. In the case of a default that cannot be cured within 30 days, this Agreement shall continue for a reasonable period of time beyond the 30th day if the defaulting Party any has commenced and is diligently pursuing a cure. Evidence of such a cure shall be provided from the Party determined to be in default to the satisfaction of the non-breaching Party.
- 7.2 In the event of termination of this Agreement under the above paragraph 7. 1, the Town shall pay the County for services provided and invoiced by the County up to the effective date of termination.
- 7.3 Upon a minimum of sixty (60) days written notice to the County, Town may, without cause and without prejudice to any right or remedy, elect to terminate the Contract. In such case, the County shall be paid for all work executed and only actual expense sustained to the effective date of termination.

ARTICLE 8: OTHER TERMS AND CONDITIONS

- 8.1 Each party hereto represents to the other party that it has full power and authority to enter into and perform this Agreement, that all actions necessary to such execution and performance have been taken, and that this Agreement violates no law, regulation, decree, or other legislative, administrative or judicial restriction of either of the Parties.
- 8.2 The Town agrees to release and indemnify the County and the operator and save them harmless including costs of defense from any and all liability to the Town, its employees, or hired parties for any damage to property, personal injuries, or loss of life or property, or any other claim resulting from activities under this Agreement, except for negligence, willful misconduct or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.

- 8.3 The terms and conditions of this Agreement shall be binding upon the Town and County and their respective successors and assigns.
- 8.4 Neither party shall assign its rights, interests, or obligations under this Agreement without the expressed written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
- 8.5 This Agreement incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written.
- 8.6 This Agreement may be modified or amended from time to time. No modifications or amendments to this Agreement shall be effective unless in a written agreement signed by both Parties.
- 8.7 If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 8.8 Any waiver of the terms and conditions of this Agreement by either of the Parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 8.9 The Parties waive their right to a trial by jury as to any and all claims, causes of action, or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, each Party shall continue to perform its obligations under this Agreement in a timely manner, unless otherwise, mutually agreed in writing.
- 8.10 References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 8.11 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the State of Maryland Local government Tort Claims Act (the "LGTCA") and under any other applicable law. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the County, its departments, commissions, boards, officials, and employees are controlled and limited by the provisions of the LGTCA, as now or hereafter amended.

8.12 All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

TOWN:

COUNTY:

Kathleen Billmire
Zoning Coordinator
Town of Galena
101 S Main Street
Galena, MD 21635

Michael S Moulds
Kent Co. Dir. Of Public Works
Department of Public Works
709 Morgnec Road
Chestertown, MD 21635

With a copy to:

With a copy to:

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

Shelley Heller
County Administrator
400 High Street
Chestertown, MD 21620

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

ATTEST:

TOWN OF GALENA, MARYLAND

By: Kathleen Billmire
Zoning Coordinator

By: John T. Carroll, Jr.
Mayor

ATTEST:

KENT COUNTY, MARYLAND


By: ~~Sondra Blackiston~~
Clerk Sallie Watson
Deputy Clerk


P. Thomas Mason, President
County Commissioners of Kent County

EXHIBIT A

List of Facilities to be Operated & Maintained under This Agreement

Water and Wastewater Facilities are defined:

- A. The two existing class 1 water plants and water distribution systems
- B. The new class 5A wastewater plant and wastewater collection system including pump stations.

1. Town of Galena Wastewater Treatment Facility at 13265 Augustine Herman Hwy, Galena, MD;
2. Town of Galena Water Plant , 102-B North Main Street, Galena, MD;
(Map 300, Parcel 1587, Grid 0016, Plat P3 91)
 - a. Control Building
3. Town of Galena Water Plant , 103 Boxwood Lane, Galena, MD;
 - a. Control Building
4. Town of Galena Pumping Station, 415 Jarman Avenue, Galena, MD
5. Town of Galena Water Distribution System and Sewer Collection System as owned by the Town,

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

EXHIBIT B

Scope of Services

Kent County Public Works will provide the following services:

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

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

Water and Wastewater Treatment Facility Operations

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

The Town of Galena will provide the following:

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

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

General Management

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

EXHIBIT C

Additional Services not included in the monthly rate schedule

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

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

EXHIBIT D

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

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

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



Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
7/20/2021
County Commissioners Meeting

Item Summary:

Inspector Update
Tobacco Compliance Check Letters
Responsible Retailer Certificates

ATTACHMENTS:

Description

07.20.21 Tobacco Compliant Retailer Letter

TEMPLATE Responsible Retailer Green Card

Section 24-307. Distribution of tobacco products, paraphernalia, or coupons to minors prohibited.

July 20, 2021

Please See Attached List

Re: Compliance Check

Dear Licensee:

The Board of License Commissioners are pleased to report that during a routine compliance check on June (22-29, July 2), 2021, your establishment demonstrated its commitment to checking identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board thanks you for your continued vigilance, ensuring that your customers may legally purchase tobacco and electronic cigarette products.

Yours very truly,

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC:sw

Enclosure Responsible Retailer Notice

cc: Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
Rebecca Rice, Program Coordinator, Kent County Health Department
Chronic Disease Prevention

7-Eleven
212 South Maple Avenue
Chestertown, MD 21620

Country Liquor Store
206 Sassafras Street
Millington, MD 21651

C-Towne Liquors & Deli
601 Washington Avenue
Chestertown, MD 21620

Dollar General
106 Philosophers Terrace
Chestertown, MD 21620

Dollar General
189 Sassafras Street
Millington, MD 21651

Dollar General
21378 Rock Hall Avenue
Rock Hall, MD 21661

Dollar General
10838 Worton Road
Worton, MD 21678

Family Dollar
13 Washington Avenue
Chestertown, MD 21620

Food Lion
31810 River Road
Millington, MD 21651

Tolchester Marina
21085 Tolchester Beach Road
Chestertown, MD 21620

Galena Liquors
100 W. Cross Street
Galena, MD 21635

Galena Mini Mart
101 North Main Street
Galena, MD 21635

Great Oak Landing
22170 Great Oak Landing
Chestertown, MD 21620

High's of Chestertown
887 Washington Avenue
Chestertown, MD 21620

Lewes Dairy Mart
840 High Street
Chestertown, MD 21620

Molly's Mart
12503 Augustine Herman
Highway, Suite A
Kennedyville, MD 21645

Pip's Discount Liquors
2 Washington Square
Chestertown, MD 21620

Redner's Markets
17 Washington Square
Chestertown, MD 21620

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

Royal Farms
859 High Street
Chestertown, MD 21620

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

Suds N Soda
1014 Washington Avenue
Chestertown, MD 21620

Sunny's Mart
176 Flatland Road
Chestertown, MD 21620

Super Soda
302 Maple Avenue
Chestertown, MD 21620

Tale Gate
198 Sassafras Street
Millington, MD 21651

Walgreens
701 Washington Avenue
Chestertown, MD 21620

Walgreens
21400 Zeeman Road
Rock Hall, MD 21661

(Retailer)
A Responsible Retailer

Congratulations!

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

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

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

The Board of License Commissioners,

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member



July 20, 2021

Md. HEALTH-GENERAL Code Ann. Section 24-307

Copy Citation

Including all Acts of the 2019 Regular Session of the General Assembly

- [MD - Annotated Code of Maryland](#)
- [HEALTH - GENERAL](#)
- [TITLE 24. MISCELLANEOUS PROVISIONS](#)
- [SUBTITLE 3. LIMITATIONS ON MANUFACTURE OR SALE](#)

Section 24-307. Distribution of tobacco products, paraphernalia, or coupons to minors prohibited.

(a) Applicability. --

(1) This section does not apply to the distribution of a coupon that is redeemable for a tobacco product if the coupon is:

- (i) Contained in a newspaper, a magazine, or any other type of publication in which the coupon is incidental to the primary purpose of the publication; or
- (ii) Sent through the mail.

(2) This section does not apply to the distribution of a tobacco product or tobacco paraphernalia to:

- (i) An individual under the age of 21 years who is acting solely as the agent of the individual's employer if the employer distributes tobacco products or tobacco paraphernalia for commercial purposes; or
- (ii) A purchaser or recipient who:
 - 1. Is at least 18 years of age;
 - 2. Is an active duty member of the military; and
 - 3. Presents a valid military identification.

(b) Distribution prohibited. -- A person who distributes tobacco products for commercial purposes, including a person licensed under Title 16 of the Business Regulation Article, may not distribute to an individual under the age of 21 years:

- (1) A tobacco product;
- (2) Tobacco paraphernalia; or
- (3) A coupon redeemable for a tobacco product.

(c) Penalty. --

(1) A person who violates subsection (b) of this section is subject to a civil penalty not exceeding:

- (i) \$ 300 for a first violation;
- (ii) \$ 1,000 for a second violation occurring within 24 months after the first violation; and
- (iii) \$ 3,000 for each subsequent violation occurring within 24 months after the preceding violation.

(2) The local health departments shall report violations of subsection (b) of this section to the Comptroller's Office.

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

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

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

(e) Issuance of civil citation; procedure. --

- (1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.
- (2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of subsection (b) of this section.
- (3) A citation issued under this subsection shall include:
- (i) The name and address of the person charged;
 - (ii) The nature of the violation;
 - (iii) The location and time of the violation;
 - (iv) The amount of the civil penalty;
 - (v) The manner, location, and time in which the civil penalty may be paid;
 - (vi) A notice stating the person's right to elect to stand trial for the violation; and
 - (vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:
 - 1. Is an admission of liability; and
 - 2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.
- (4) The county health officer or designee shall retain a copy of the citation issued under this subsection.
- (5)
- (i) A person who receives a citation from a county health officer or designee under this subsection may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.
 - (ii) After receiving a notice of intention to stand trial under subparagraph (i) of this paragraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.
- (6)
- (i) After receiving a citation and notice under this subsection, the District Court shall schedule the case for trial and notify the defendant of the trial date.
 - (ii) In a proceeding before the District Court, a violation of subsection (b) of this section shall be handled in the same manner as a municipal infraction under Sections 6-108 through 6-115 of the Local Government Article.
- (7) The District Court shall remit any penalties collected for a violation of subsection (b) of this section to the county in which the violation occurred.
- (8) Adjudication of a violation of subsection (b) of this section is not a criminal conviction for any purpose.
- (f) Development of strategies for enforcement of law prohibiting distributions to or possession by minors; reports. --**
- (1) The Maryland Department of Health, in collaboration and consultation with the Office of the Comptroller, local health departments, and local law enforcement agencies, shall develop ongoing strategies for enforcement of Sections 10-107 and 10-108 of the Criminal Law Article.
- (2) On or before October 1 each year, the Department shall report to the General Assembly, in accordance with Section 2-1257 of the State Government Article, on:
- (i) The development of enforcement strategies required under paragraph (1) of this subsection; and
 - (ii) Training and assistance to tobacco retailers to improve compliance with Section 10-107 of the Criminal Law Article.

History



John F. Price, Sheriff, Kent County Sheriff's Office
7/20/2021
County Commissioners Meeting

Item Summary:

Sex Offender Compliance and Enforcement Grant No. SOCM-2022-002

ATTACHMENTS:

Description

07.20.21 Governor's Office of Crime Control and Prevention Sex Offender Compliance and Enforcement in Maryland Grant Application Approval, SOCM-2022-0022



7/7/2021

Governor's Office of Crime Control and Prevention



Control Number:

41446

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number: SOCM-2022-0022**Sub-recipient:** Kent County Board of County Commissioners**Project Title:** Sex Offender Compliance and Enforcement**Implementing Agency:** Kent County Sheriff's Office**Award Period:** 07/01/2021 - 06/30/2022

CFDA: State General Funds

Funding Summary	Grant Funds	100.0 %	\$2,789.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$2,789.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Program funds is to ensure compliance with MD law by persons who are required to register with the MD Sex Offender Registry. Funds allow law enforcement agencies in their duties of sex offender registration, compliance verification, and enforcement.

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



GOCCP Regional Monitor:

Carpintieri, Angela

GOCCP Fiscal Specialist:

Lee, Dorothy

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

1 Award Period of Performance

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

2 Statutes and Requirements of State and Federal Funds

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

3 General and Special Conditions (POST AWARD INSTRUCTIONS)

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

4 Sub-award Acceptance Document

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

5 Notification of Project Commencement Form

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. *See General Conditions below related to the Authorized Official.

7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: dcivilrightscompliance_goccp@maryland.gov In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: dcivilrightscompliance_goccp@maryland.gov.

9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



GOCCP Regional Monitor:

Carpintieri, Angela

GOCCP Fiscal Specialist:

Lee, Dorothy

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
10/01 - 12/31: reports due 01/30
01/01 - 03/31: reports due 04/30
04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

26 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
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Project Title:	Sex Offender Compliance and Enforcement		

31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

36 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

37 OJP Financial Guide

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf

38 Food and Conference Costs

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

39 Applicable Statutorily-imposed Nondiscrimination Requirements

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

40 DUNS and SAM.Gov Requirements

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

41 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Carpintieri, Angela
Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

42 Hire within 45 days

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

43 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

44 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

45 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy – <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

46 Office Name Change Effective 1.1.2020

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Grant Award - Special Conditions

Grant Award Number:	SOCM-2022-0022	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2021 - 06/30/2022	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Sex Offender Compliance and Enforcement		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.
- 2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.
- 3 Any law enforcement sub-recipient shall ensure that the Maryland State Police receive UCR data within 30 days of the close of every quarter.
- 4 At the request of GOCCP, any law enforcement sub-recipient shall provide a report, in the format provided by GOCCP, which details the number of fingerprint and palm print matches received from DPSCS and the number of associated arrests arising from those matches.
- 5 At the request of GOCCP, any law enforcement sub-recipient agrees to provide information to GOCCP on any matches, or "hits", between crime scene DNA evidence samples and the DNA profiles of known offenders contained in either the convicted offender or charge DNA databases.
- 6 At the request of GOCCP, any law enforcement sub-recipient shall provide an annual report, in the format provided by GOCCP, on DNA crime scene evidence samples. DNA crime scene evidence samples are defined as crime scene evidence that has been collected AND submitted to a crime laboratory for DNA analysis.
- 7 The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.
- 8 FINAL quarterly programmatic and financial reports for this award must be submitted no later than 30 calendar days from the End Date of the sub-award and must be submitted by an authorized official, project director, fiscal officer or alternate authorized signer.

Financial reports received after this date may not be honored and the Governor's Office of Crime Control & Prevention reserves the right to perform an administrative close out, de-obligating all remaining funds.

FINAL quarterly programmatic reports for this award indicating progress towards the attainment of each program/project objective must be submitted by the 15th. Financial reports submitted with Programmatic reports cannot be processed for payment unless programmatic reports are in "Submitted" status online.



Governor's Office of Crime Control and Prevention

Control Number:

41446

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Lee, Dorothy

Submitted Date:

Programmatic Reporting

Grant Award Number: SOCM-2022-0022

Sub-recipient: Kent County Board of County Commissioners

Project Title: Sex Offender Compliance and Enforcement

Implementing Agency: Kent County Sheriff's Office

Award Period: 07/01/2021 - 06/30/2022

CFDA: State General Funds

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

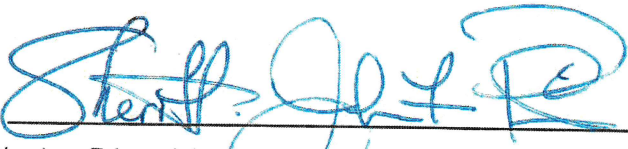
Performance Measures (16)

1	Number of Tier I offenders mandated to register.	
2	Number of Tier I offenders registered.	
3	Number of Tier I offenders mandated to re-register.	
4	Number of Tier I offenders re-registered.	
5	Number of Tier II offenders mandated to register.	
6	Number of Tier II offenders registered.	
7	Number of Tier II offenders mandated to re-register.	
8	Number of Tier II offenders re-registered.	
9	Number of Tier III offenders mandated to register.	
10	Number of Tier III offenders registered.	
11	Number of Tier III offenders mandated to re-register.	
12	Number of Tier III offenders re-registered.	
13	Number of compliance verifications conducted to ensure that the information provided by the registrant at the time of registration is valid and current.	

14	Number of registrants verified as compliant.	
15	Number of warrants obtained for non-compliance and/or absconding.	
16	Number of registrants verified as non-compliant and/or absconding.	

Progress Report Questions (6)

1	Please explain how this award helped reduce crime and/or improve public safety in your jurisdiction.
2	Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.
3	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
4	Please provide a brief narrative describing how the quarterly performance measures data is collected and what method or system is currently used to track the required measures for this award.
5	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
6	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.

Signed:  Date: July 7, 2021
 Project Director - Price, John (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)
 Printed Name: Sheriff John F. Price Phone: 410-778-2279



Bill Webb, Health Officer, Kent County Health Department
7/20/2021
County Commissioners Meeting

Item Summary:

Core Public Health Services Funding Agreement

ATTACHMENTS:

Description

07.20.21 Agreement, Core Public Health Services Funding Agreement July 1, 2021 through June 30, 2022,
By and Between The Maryland Department of Health and Kent County

Core Public Health Services Funding Agreement
July 1, 2021 through June 30, 2022

The Maryland Department of Health and Kent County agree as follows:

1. The amounts listed below are State and local funding available for Core Local Health Services. The State share is limited to the expenditures declared eligible for matching in COMAR 10.04.01 Funding for Core Local Health Services.

(a) Maryland Department of Health shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	69.3639%		
State Match amount		\$716,552	
Additional State dollars for Core (COLA adjustment)		\$0	
Subtotal - State Share of match			\$716,552
Federal Dollars in Core			\$200,272
Total STATE funds			\$916,824
(b) Kent County shall provide funds as follows:			
Match Percentage (%) LOCAL	30.6361%		
Required Match (local funds required for match)		\$316,481	
100% Local funds eligible for match (beyond match requirement)		\$68,358	
Subtotal		\$384,839	
100% Local funds (LHD) not eligible for match		\$154,125	
Total LOCAL funds			\$538,964
Total Funds			\$1,455,788

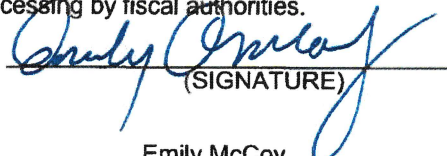
2. Political subdivision wishes to purchase biologicals through a master contract, which will be written annually by the State.

_____ Yes
(yes or no)

3. Political subdivision elects to be paying agent for items other than salaries.

_____ No
(yes or no)

4. Person authorized to approve bills before processing by fiscal authorities.


(SIGNATURE)

Emily McCoy
(Print Name)

5. Political subdivision certifies that it will comply with the requirements of COMAR 10.04.01 Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIENE Subtitle 04 FISCAL Chapter 01 Funding for Core Local Health Services and materials for all actions up to the date of signature of this agreement have been furnished to the State Department of Health and Mental Hygiene or are attached to this document.

6. Political subdivision elects to audit State financial records.

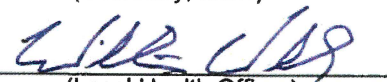
_____ No
(yes or no)

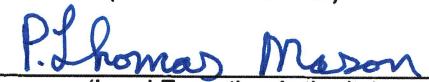
7. Advance plan and budget are acceptable to political subdivision.

_____ Yes
(yes or no)

8. This award is based on anticipated State funding levels (General and Federal funds) and is subject to change. Written notification will be provided to the local health officer if funding levels are modified.

Date: _____
(Secretary, MDH)

Date: 7/6/21 
(Local Health Officer)

Date: 7/20/21 
(Local Executive Authority)



Clifford P. Coppersmith, President, Chesapeake College
7/20/2021
County Commissioners Meeting

Item Summary:

Chesapeake College Revised Budget Proposal FY2022

ATTACHMENTS:

Description

07.20.21 Chesapeake College Revised Budget Proposal FY2022



REVISED BUDGET PROPOSAL

Fiscal Year 2022



Your time. Your place.
Chesapeake College

P.O. Box 8 | Wye Mills, MD 21679 | www.chesapeake.edu

President's Message

The college is pleased to report an increase in FY 2022 State funding of \$895,052 resulting from the Senator John A. Cade Funding Formula & Budget Reconciliation & Financing Act: FY 2022. The college's budget development committee met to prepare the revised budget plan for FY 2022 presented in this document.

The leadership, staff, faculty, and students of the College appreciate the financial support of our counties. That support makes possible our vital mission—providing education and economic development so people in our region can support their families and live better lives.

The revised budget proposal does not require any additional support from the college support counties.

The revised proposal does provide a salary increase to full-time employees. The original FY 2022 budget did not include an across the board salary increase and removed the FY 2021 proposed across the board salary increase. This budget proposal includes a 5% across the board salary increase. The college is recommending a FY 2022 salary scale change for faculty/staff and for adjunct employees. A top priority in the revised budget is to move forward with a full compensation study in FY 2022. The college continues to experience challenges retaining our highly skilled and proficient workforce as well as successfully bringing new employees to the College to maintain high demand areas in operations and instruction. Our ability to successfully hire in vital technical areas such as Information Technology, Health Professions, STEM fields (Science, Technology, Engineering, and Mathematics), and the Skilled Trades are increasingly being hampered by our dated salary structure—now five years old—and our inability in the past two years to keep pace with local and regional salary and wage markets.

As part of this revised FY 2022 Budget proposal, the college is also requesting use of the college fund balance for five specific projects. The project descriptions provide a broad overview of the projects and the proposed budgets. Each project will be subject to the college procurement processes and several of the projects will most likely span over multiple fiscal years.

Thank you for your regional leadership, careful stewardship, and consideration. On behalf of our faculty, staff, students, and the distinguished members of our Board of Trustees it is our privilege to serve this community, and my pleasure to present this year's revised budget proposal.

Clifford P. Coppersmith, Ph.D.
President
June 2021

Revised Budget Highlights for FY2022

Revised Projected State Funding FY 2022 Revenue Increase		\$	895,052.00
Net change (Projected Revenue increase)		\$	895,052.00
<u>Expense changes</u>			
<u>Enrollment Growth/Retention & Student Success</u>			
Culinary Program Temporary funds		\$	19,000.00
Funds to Support College Phone Operator Position		\$	25,000.00
Student Government Furniture Replacement		\$	10,000.00
Student ID System		\$	20,000.00
Cambridge Flex Lab enhancements		\$	15,000.00
Enrollment Growth/Retention & Student Success		\$	89,000.00
<u>Human Resources</u>			
Compensation Study		\$	38,500.00
*Faculty Staff and Adjunct Salary changes (see below)		\$	721,052.00
Human Resources		\$	759,552.00
<u>Other Mandatory Increases</u>			
Legal expense increase		\$	25,000.00
Subscription Quotly (Statewide Initiative for Community Colleges for transfers)		\$	6,500.00
Property & Liability Insurance increase		\$	15,000.00
Other Mandatory Increases (Cost of Doing Business)		\$	46,500.00
Total Expense Changes		\$	895,052.00

* Faculty/Staff salary budget changes below -

2% salary increase across the board to replace FY2021 salary increase not budgeted in original FY2022 budget

3% across the board increase for FY2022

(Across the board faculty and staff salary changes were evaluated based on the new faculty and staff salary scales proposed)

Chesapeake College
Revised FY 2022 County Budget Approvals Required

1 - FY 2022 Revised Operating Budget by Function		Total Authorization \$23,420,066
Instruction	\$10,970,325	County Contribution \$6,532,536
Community Services	3,230	(No change in County Contribution)
Academic Support	1,609,965	
Student Services	2,257,996	
Institutional Support	6,203,659	
Plant Operations	2,286,279	
Scholarship	<u>88,612</u>	
Total Authorization	\$23,420,066	

*For Operating Budget Details refer to page 15.

2 – One Time Fund Balance Request	Total Authorization	\$1,200,000
Fund Balance Project Plan (See attached)		

Chesapeake College
Operating Fund
Revenue Comparisons

FY 2022 Board of Trustees Authorized Budget and FY 2022 Revised Budget Request

	FY 2022 Authorized Budget	FY 2022 Revised Requested Budget	FY 2022 Original - FY 2022 Revised \$ change	FY Original 2022 - Revised 2022 % change
Government				
County	\$6,532,536	\$6,532,536	\$0	0.00%
State	\$7,099,700	\$7,994,752	\$895,052	12.61%
Total Government	\$13,632,236	\$14,527,288	\$895,052	
Non Government				
Student Tuition & Fees	\$7,617,422	\$7,617,422	\$0	0.00%
Other	\$676,733	\$676,733	\$0	0.00%
Shore Regional Health	\$598,623	\$598,623	\$0	0.00%
Total Non Government	\$8,892,778	\$8,892,778	\$0	0.00%
Total	\$22,525,014	\$23,420,066	\$895,052	3.97%

**Chesapeake College
Operating Budget
Object Comparisons
FY 2022 Authorized Budget / FY 2022 Budget Details**

OBJECT	Authorized FY2022	Revised FY2022	Authorized FY 2022 to Revised FY 2022 Change	% Change by Object
COMPENSATION				
Salaries	\$13,879,745	\$14,594,694	\$714,949	5.15%
Benefits	\$3,632,004	\$3,682,107	\$50,103	1.38%
Total Compensation	\$17,511,749	\$18,276,801	\$765,052	4.37%
OTHER OBJECTS				
Cont. Servs.	\$1,418,291	\$1,481,791	\$63,500	4.48%
Supplies/IT Cloud Services	\$1,627,748	\$1,627,748	\$0	0.00%
Communication	\$223,719	\$223,719	\$0	0.00%
Dues/Training	\$518,263	\$524,763	\$6,500	1.25%
Scholarships	\$157,512	\$157,512	\$0	0.00%
Utilities	\$483,766	\$483,766	\$0	0.00%
Fixed	\$248,008	\$263,008	\$15,000	6.05%
Other	\$211,958	\$211,958	\$0	0.00%
Equipment	\$124,000	\$169,000	\$45,000	36.29%
Total Other Objects	\$5,013,265	\$5,143,265	\$130,000	2.59%
TOTAL	\$22,525,014	\$23,420,066	\$895,052	3.97%

FY 2022 One Time Fund Balance Request
Request to Board of Trustees and Support Counties
Summary Project Descriptions

Website Development, Design, Implementation, and Governance Project

Estimated Timeline: Spanning 2 Fiscal Years

Amount of Request: \$500,000

The Chesapeake College website, originally developed internally, has been through several iterations since its inception. Though each change has offered some level of improvement, over the years the result has become a disjointed, inaccessible, and difficult to navigate site—which often leaves both internal users, and more importantly our prospective student visitors, frustrated. In addition, as of November 2022, the content management system upon which the site was built will no longer be supported.

Given these details, and the fact that more than 76% of high school students say a college's website is their first experience with (and impacts their first impression of) the institution, it is essential to prioritize this project and offer an accessible, intuitive, and appealing virtual front door to Chesapeake College.

This fund balance request would allow Chesapeake to improve the user experience of its website through a comprehensive overhaul—including all aspects of design, development, site architecture, content management, integrations, and site governance. Rather than migrating the existing web content, the new site will be rebuilt from the ground up considering best practices in usability, navigation, design, compliance, and accessibility. Chesapeake's audiences are vast and diverse, and its website needs to meet the needs of all these audiences, in addition to current students, faculty, staff, and parents. The amount of this request aligns with what our peers have spent in recent years and proposals we have received in the past for website design and development services.

An estimated breakdown of costs involved with this request, based on prior proposals we have received, include the following, for reference.

Recommended Project Phases	Estimated Hours	Estimated Costs
Discovery & Strategy	250	\$37,500
Design	600	\$90,000
Development	1150	\$153,750
Governance & Content Development	520	\$96,000
Implementation	250	\$31,250
Project Management	740	\$91,500
Total Estimated Costs		\$500,000

Chesapeake College Strategic Repositioning & Rebranding Project

Estimated Timeline: Spanning 2 Fiscal Years

Amount of Request: \$200,000

Branding is the perpetual process of identifying, creating, and managing the cumulative assets and *actions* that shape the perception of an organization in stakeholders' minds. While Chesapeake College focused on refreshing our visual identity in 2015 (logo, tagline, colors, and style guide), the resulting artwork centered on an iconic representation of a wind turbine no longer installed on our Wye Mills campus. Subsequently, a "Pathways" version of our logo was developed for recruitment-driven marketing purposes, creating confusion among both internal and external constituents. In addition, we have grown, and our mission has evolved with the world around us in recent years—all while the market for higher education has become increasingly competitive. It is essential that we assess both *who we are* and *how we are perceived* then work to deliver a consistent and unified message—not just visually but **also in our actions**.

This fund balance request would allow Chesapeake to engage for the first time in a comprehensive branding initiative built on extensive internal and external research, competitive market analysis, self-reflection, and stakeholder insight. This crucial discovery phase will inform the development of an authentic visual identity, establish our brand promise and centering idea, and distill our core values into guiding principles our internal stakeholders can reinforce at every touchpoint. Funds would also offset the costs of implementation associated with the project, including a college-wide rollout of updated collateral for individuals and our offerings. Once completed, any future iterations of the brand would have a solid foundation upon which to build, vetted by research and anchored by a shared vision.

Ideally, this project and the website project will align so that each can reinforce the other.

An example of the breakdown of costs involved with this request, based on estimates of services as well as collateral required for rollout across multiple fiscal years includes the following.

Recommended Components	Estimated Costs
Research and Discovery - Repositioning <i>(internal and external focus groups, market research, SWOT/competitive analysis, etc.)</i>	\$50,000 – 75,000
Visual Identity Development - Rebranding <i>(to include logo development, full brand style guide - with logo variations and appropriate uses, color ways, editorial guidelines, tone/voice, etc.)</i>	\$15,000 – 20,000
Implementation & Buy-In <i>(updating all printed collateral college-wide—including recruitment materials and signage, strategic introduction of the brand to internal stakeholders, launch of brand-awareness campaign for external stakeholders, phase out legacy materials)</i>	\$105,000 – \$135,000
Total Estimated Costs	\$200,000

Electronic Document Management System-Software and Hardware – \$200,000

Chesapeake College is proposing the implementation of an electronic document management system as part of an office modernization project to move Chesapeake College from physical paper to a paperless office. The college's Technology Planning group identified this project as a top priority for the college. Chesapeake College is the only participating member of the Maryland Community College Technology Officers Affinity Group that has not implemented an electronic document management system.

This initial request of \$200,000 will provide the funding for Chesapeake College to acquire the document management software, training, initial digital storage and peripherals needed by each department to begin implementing the electronic document management solution. The estimated cost to acquire the software and training is \$150,000 with the remaining balance of \$50,000 to purchase a storage array, scanners and dual monitors for staff. There will be ongoing cost for software maintenance as well as digital storage as images are processed and saved. This cost does not include any services to "back scan" documents, but the college is developing a process on how best to get existing paper documents stored digitally.

Project Budget:

Software and Training \$150,000

Hardware \$50,000

Learning Resource Center Furniture Replacement in Public Areas (LRC)

\$200,000

This project is to replace the furniture in the public areas of the Learning Resource Center.

The LRC was opened in 2002. The LRC serves over 30,000 visitors each year. While great effort has been taken to keep the buildings in good condition, time and high volume use begins to show on walls, carpet, and furniture. Broken chairs in the LRC are an almost every day occurrence. The college is requesting using fund balance to replace the LRC furniture in the public areas because many of the items are now causing safety concerns. Tables and chairs in the public areas are in need of replacement. Tables throughout different parts of the building have been re-glued and screwed back together numerous times but continue to be a source of concern because of their instability.

The Learning Resource Center is for many visitors, the only place on campus they experience. The center is also a hub for many college activities and is widely used by students, faculty and staff. To this end, the LRC needs to not only be an inviting and well-maintained facility but a safe one as well.

Learning Resource Center (LRC) Carpet Replacement and Paint Second Floor - \$100,000

This project would replace all the common area carpet on LRC second floor, along with much needed painting for that area also.

Total Fund Balance Request \$1,200,000

Chesapeake College Fund Balance Recap

\$23,420,066.00 FY2022 Revised Operating Budget

Fund Balance 6/30/2020	\$ 5,468,694.00
	\$ (832,883.00) Board Designated for Medical Costs
	\$ (245,680.00) Board Designated for State Project Local match
	\$ (105,000.00) M&R FY2022 Transfer Request
	\$ 4,285,131.00 Uncommitted Fund Balance
	\$ (1,200,000.00) One time Fund balance request
	Remaining Fund Balance after Current Fund Balance
	\$ 3,085,131.00 Request

Uncommitted Fund Balance as a Percent of FY2022 18.30% Revised Operating Budget
Remaining Fund Balance as a Percent of Operating Budget after Current One Time Fund 13.17% Balance Request



Sondra M. Blackiston, Clerk/KATE Manager
7/20/2021
County Commissioners Meeting

Item Summary:

Request for FY2021 Contingency Funds

ATTACHMENTS:

Description



Maryland Community Development Block Grant COVID Round 1 7/20/2021 County Commissioners Meeting

Item Summary:

Quarterly Progress Report

ATTACHMENTS:

Description

07.06.21 Maryland CDBG COVID Round 1 Quarterly Progress Report

MARYLAND CDBG COVID ROUND I QUARTERLY PROGRESS REPORT

Reporting Period			
1st Quarter July 1 – September 31, 2020 Due October 10 th	2nd Quarter October 1 – December 31, 2020 Due January 10 th	3rd Quarter January 1 – March 31, 2021 Due March 31	4th Quarter April 1 – June 30, 2021 Due July 10 th
Section I: Grant Information			
Grantee: Kent County		Grant Number: CV-1-7	
Section II: Grant Progress			
Kent County has completed all of its requirements for participation in the CDBG Covid 1 grant. Maryland Rural Development Corporation (MRDC) has requested re-allocation of funds to go towards support of the ERAP award - currently in process. Upper Shore Aging has served meals to 34 elderly members of the community via Meals on Wheels and will continue to serve those 34 for the remainder of the year.			
Grant Award Amount: \$134,246.39		Grant Funds Drawn to Date: \$31,724.75	
Section III: Person Completing Report			
Name: Neoma Salvaje		Title: Covid 1 Grant Manager	
Phone: 302.223.4044		Email: Staff@EleventhHouseSolutions.com	
Section IV: Certification by Chief Elected Official – I certify to the best of my knowledge that the information contained in this report is true and correct.			
Signature: <i>P. Thomas Mason</i>		Title: President, County Commissioners of Kent County	Date: <i>7/6/21</i>



Maryland Community Development Block Grant COVID Round 1

7/20/2021

County Commissioners Meeting

Item Summary:

Amendment to Grant Agreement

ATTACHMENTS:

Description

07.20.21 Amendment to Maryland Community Development Block Grant Program, COVID-Round 1, Grant No. CV-1-7, By and Between Maryland Department of Housing and Community Development (DHCD) and County Commissioners of Kent Cou

**AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT**

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 dated August 31, 2020 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

- (1) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.
- (2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Budget shall be resolved as set forth in Exhibit B-1.
- (3) Section 4(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend at least 50% of the amount of the CDBG Grant on or before October 1, 2022.
- (4) Section 6(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend the entire amount of the CDBG Grant on or before June 30, 2023 (the "Grant Period") in accordance with the Grant Implementation Schedule set forth in Exhibit C-1.

(8) The following language is added as a new Section 10(d):

d. Notwithstanding the foregoing, the 30-day period to cure a default set forth in Section 10(b) does not apply if (i) the default concerns Grantee's failure to expend the CDBG Grant in accordance with Sections 4(b) or 6(b); or (ii) DHCD determines, in its sole discretion, that Grantee has not made satisfactory progress toward expending the CDBG Grant as of the Evaluation Date or that the Project is not progressing in a manner satisfactory to DHCD

(9) Except as set forth in this Amendment and any updated exhibits referenced herein, the provisions of the Agreement and the exhibits thereto shall remain in full force and effect.

(10) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WITNESS our hands and seals, all as of the Effective Date.

WITNESS:

**COUNTY COMMISSIONERS
OF KENT COUNTY**

Samie Watson
7/8/21

By: *P. Thomas Mason* (SEAL)
P. Thomas Mason
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2021.

Assistant Attorney General

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**

The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**

The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**

As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval

Date: July 1, 2020

Implementation of

Activities: On-going until completed

180 Day

Expenditure

Deadline: A minimum of 25% of grant funds must be expended by
December 27, 2020

365 Day

Expenditure

Deadline: A minimum of 50% of grant funds must be expended by June 30, 2021

Grant End Date: July 31, 2022

50%

Expenditure

Deadline: *A minimum of 50% of grant funds must be expended by October 1, 2022*

Progress

Evaluation: *Progress of the project will be evaluated on December 31, 2022*

Amended

Grant End Date: *June 31, 2023*

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID – ROUND 1
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), and the COUNTY COMMISSIONERS OF KENT COUNTY, a political subdivision of the State of Maryland ("Grantee"), is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland (the "State") to distribute and administer supplemental federal Maryland Community Development Block Grant ("CDBG") funds received under the Coronavirus Aid Relief, and Economic Security Act signed into law on March 27, 2020, which is subject to the Housing and Community Development Act of 1974, as amended, for the purpose of preventing, preparing for and responding to coronavirus;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in the Substantial Amendment to the Consolidated Plan-Action Plan dated **SFY20/FFY19** (the "Consolidated Plan") issued by DHCD; and

WHEREAS, the Grantee has applied to the State for CDBG funds for the project(s) described in Grantee's application (the "Project") and the Project(s) has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project(s), the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objectives of **Benefit to Low and Moderate Income Persons – Limited Clientele** and **Benefit to Low and Moderate Income Persons - Housing** (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed **\$134,246.39** (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project(s) activities within the Grantee's jurisdiction, described in Exhibit A.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Grant budget outlined in Exhibit B (the "Grant Budget"), and shall not expend more than the amount allocated for any project in the Grant Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Grant Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD unless the transfer of funds would increase the Project Administrative line item.

b. Grantee must expend and request 25% of grant funds within 180 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

c. Grantee must expend and request 50% of grant funds within 365 days of the award approval date. If Grantee fails to meet this requirement, DHCD shall have the right to evaluate performance and recapture funds from the CDBG grant.

d. If the application was submitted on behalf of eligible Subrecipients (as set forth in Exhibit A), the Grantee shall either distribute the CDBG funds to such Subrecipients to implement the Project(s) or the Grantee may implement the Project(s) on behalf of the Subrecipients.

e. Grantee may incur costs for the Project(s) to be charged against the CDBG Grant funds as of the date of the award. Notwithstanding the foregoing, in the event that emergency rental assistance is identified as an approved Project and is set forth in Exhibit A and Exhibit B, Grantee may seek reimbursement for rental arrearage beginning with May 1, 2020.

f. If, upon completion of the Project(s), there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined, in its sole determination, that the Grantee may retain a portion of the savings. Unless superseded by federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project(s) by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project(s) in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. Grantee shall commence the Project activities described in Exhibit A as of the Effective Date unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances, the Grantee shall initiate action in order to satisfy the special condition following the Effective Date.

b. The Grantee shall expend all grant funds for Project activities on or before **July 31, 2022** ("Grant Period"), in accordance with the Grant Implementation Schedule set forth in Exhibit C.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing a budget revision resulting in a transfer in the Grant Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities or any increase to the Project Administration line item.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained, including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project(s) is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD feels is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the Effective Date, submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project(s) in accordance with the terms of this Agreement.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project(s) in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Grant Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

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

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Grant Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project(s), and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project(s), has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project(s) at any time during or after such person's tenure.

13. Applicability to Subrecipients and Contractors. Where performance of the Project(s) is to be carried out by any subrecipient or contractor of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient or contractor, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient or contractor receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient or contractor of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

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

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**William Mackey
Director
Planning, Housing and Zoning
Kent County
400 High Street
Chestertown, MD 21640**

15. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

16. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

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

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

19. Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement will be the date of DHCD's execution.

20. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project(s) has been completed, the National Objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project(s) has been monitored and all findings, concerns

and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

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

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

23. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

Sallie Workon
(Typed Name and Title)
Deputy Clerk II

COMMISSIONERS OF
KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

APPROVED:

By: _____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ____ day of _____, 2020.

Assistant Attorney General

Exhibit A: Scope of Services and Special Terms and Conditions
Exhibit B: Grant Budget
Exhibit C: Grant Implementation Schedule
Exhibit D: Grant Reporting Schedule and Monitoring Documentation Requirements
Exhibit E: General Certification
Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
Exhibit E-2: Certification for Grants in Excess of \$100,000
Exhibit F: Grant Payment Procedures
Exhibit G: Federal Award Information

EXHIBIT A

PROJECT A

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: MARYLAND RURAL DEVELOPMENT CORPORATION

**PROJECT NAME
AND LOCATION:** EMERGENCY RENTAL ASSISTANCE
Countywide, Kent County

**PROJECT
DESCRIPTION:** Funds will be used to provide three months of rental assistance to households whose income has been negatively impacted by loss of employment or reduction in hours as a result of the COVID 19 crisis.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons – Housing

**ESTIMATED NUMBER
BENEFICIARIES:** 24 Households

**NUMBER LMI
BENEFICIARIES:** 24 Households

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Housing:

The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. Audit

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. Environmental Review

The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. Recordkeeping

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. Required Second Public Hearing

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. Required Plans

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. Subrecipient Agreement

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**

The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

11. **In-Kind Costs**

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A

PROJECT B

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: UPPER SHORE AGENCY, INC .

**PROJECT NAME
AND LOCATION:** SENIOR FOOD PROGRAM
Countywide, Kent County

**PROJECT
DESCRIPTION:** Funds will be used for a food delivery program for homebound senior citizens.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons – Limited Clientele

**ESTIMATED NUMBER
BENEFICIARIES:** 28 Persons

**NUMBER LMI
BENEFICIARIES:** 28 Persons

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **National Objective Records - LMI - Limited Clientele:**

While senior citizens are presumed to be low income, the Grantee is to collect information on clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance	\$84,146.39	\$124,730	\$208,876.39	MRDC
B. Senior Food Program	\$50,000	\$3,000	\$53,000	Upper Shore Aging, Inc.
TOTAL GRANT COSTS	\$134,146.39	\$127,730	\$261,876.39	

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval

Date: July 1, 2020

Implementation of

Activities: On-going until completed

180 Day

Expenditure

Deadline: A minimum of 25% of grant funds must be expended by
December 27, 2020

365 Day

Expenditure

Deadline: A minimum of 50% of grant funds must be expended by June 30, 2021

Grant End Date: July 31, 2022

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Quarterly Status Report	Due January 5, April 5, July 5 and October 5 for the preceding three months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Final Progress Report	To Project Manager when notified to complete

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Conflict of Interest Policy
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

EXHIBIT E

GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
 - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 et seq, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 24 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
 - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
 - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
 - (d) Executive Order 11259;
 - (e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
 - (f) Executive Order 11063 on equal opportunity;
 - (g) Executive Order 11246, as amended by Executive Order 13672;
 - (h) The Fair Housing Amendment Act of 1988;
 - (i) The Housing for Older Persons Act of 1995;
 - (j) The Age Discrimination Act of 1975;
 - (k) Section 504 of the Rehabilitation Act of 1973;
 - (l) The Americans with Disabilities Act of 1990;
 - (m) The Equal Employment Opportunity Act;
 - (n) The Immigration Reform and Control Act of 1986; and
 - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of \$100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
 - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
 - (b) Executive Order 11888, Floodplain Management;
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
 - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
 - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
 - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
 - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
 - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

- (j) The Clean Water Act of 1977, (Public Law 95-217); and
 - k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 9/17

EXHIBIT E-1

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.
2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.
3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.
4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.
5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

- (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:
 - (1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);
 - (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
 - (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- (d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.
- (e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:
 - (1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;
 - (2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or
 - (3) Who incorporates any product of a foreign country on the USTR list in the public works project.
 - (g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."
6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:
- (a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

 - (1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - (2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
 - (3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
 - (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

- (6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

- (b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.
- (c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF \$100,000

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
 - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
 - b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Place, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms (Exhibits 1 & 2) must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*
 - c. The Maryland CDBG Program approves the completed forms and the grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
 - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the grantee may request funds by completing the Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) and submitting one original to the Maryland CDBG Program in order to meet the grantees' current cash disbursement needs.
 - f. The Maryland CDBG Program will review grantee's Request for Payment. The review will:
 - verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that sufficient grant funds are available;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - determine that other applicable special conditions have been met; and

- verify that the CDBG Project Manager assigned to the grantee has not put a hold on grant payments.

The Maryland CDBG Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- g. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.

PART II. POLICY

1. The grantee will establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC if funds will requested from the State on an advance basis.
2. The grantee shall inform the State on the Request for Payment and Status of Funds Form (Exhibit 3) as to whether it is using an advance or reimbursement system. The system selected must be followed throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a grantee upon its request before cash outlays are made by the grantee.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the grantee.

3. A grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
4. Any interest earned on CDBG monies requested on an advance basis will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
5. Grant payments cannot be made for any project until the the Grant Agreement is executed by all parties and the CDBG Program has determined that all other possible conditions have been met.
6. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to request being made.
7. A request should be made allowing approximately thirty days to receive the CDBG grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
8. A grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a CDBG check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is \$5,000.

10. Any eligible project income, such as principal and interest payments from residential or commercial rehabilitation loan, deposited to the grantee's general CDBG account or to a subsidiary account for revolving loan purposes must, to the extent feasible, be disbursed by the grantee prior to a request for additional funds.

PART III. GRANTEE REQUIREMENTS

1. **DESIGNATION OF DEPOSITORY** - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

After the forms are completed by the grantee, send two originals to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. **AUTHORIZED SIGNATURE FORM** - The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2) must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. **REQUEST FOR PAYMENT FORM** - The grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. **EXPENDITURE FORM** - The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds.
5. **EXPENDITURE TRACKING FORM - LOCAL USE** - The grantee is required to use and maintain form Exhibit 3B - Expenditure Tracking Form - Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 1

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Please Type or Print

Grantee Information (Grantee must use legal name as listed in CDBG Grant Agreement)	
Name of Project:	MD CDBG CV Round 1: Emergency Rental Assistance and Senior Food Program
Project #:	CV-1-7
Date:	July 21, 2020
Grantee Identification Information (Address to be used in case of default to check):	
Grantee Name:	County Commissioners of Kent County
Address:	R. Clayton Mitchel, Jr. Kent County Government Center 400 High Street
City:	Chestertown State: MD Zip: 21620
Taxpayer Federal Employer Identification Number:	52-6000974
Contact information: name, title, email and phone number including area code: William Mackey, Planning Director, wmackey@kentgov.org, 410-778-7475	

Depository Bank or Credit Union Information	
Name:	Chesapeake Bank & Trust Co.
Contact Name:	Patricia Merritt Phone number: 410-778-7478
ABA (routing) number:	052102228
Account Number:	013 651701
Account Type: ☒ Checking ☐ Saving	
Format Desired, Check one:	
☐ CCD+ (gives Standard description line: "State of Maryland")	
☐ CTX* (multiple detail lines) ☐ EDI* (full detail)	
* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.	
Signature/Title of Bank Official:	Patricia Merritt Date: 07-21-2020

I am authorized by * County Commissioners of Kent County (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of Grantee P. Thomas Mason

Signature and title of chief elected official, controller or chief financial officer and date.

8/2013

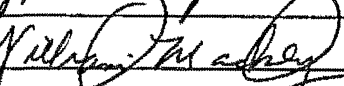
EXHIBIT 2

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of Kent County
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown MD 21620

2. Grant Agreement Number: CV-1-7

3. The individuals named below are authorized to sign Requests for Payment:

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
<u>Shelley L. Heller</u>	<u>County Administrator</u>	<u></u>
<u>Patricia Merrit</u>	<u>Finance Director</u>	<u></u>
<u>Rosemary Granillo</u>	<u>LMB Director</u>	<u></u>
<u>William Mackey</u>	<u>Planning Director</u>	<u></u>

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

<u>7/21/20</u>	<u>President</u>	<u>P. Thomas Mason</u>
Date	Title	Signature

EXHIBIT 3

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	PAYMENT SYSTEM	REQUEST NUMBER	AMOUNT REQUESTED
CV-1-	☐ ADVANCE ☐ REIMBURSEMENT		
GRANTEE NAME AND ADDRESS	NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON		FEDERAL ID NUMBER

DEPOSITORY BANK AND ACCOUNT NUMBER

--

SECTION II: USE OF FUNDS (CDBG FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL CDBG BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

AUTHORIZED SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE

TITLE

DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

EXHIBIT 3A

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #: _____ Amount Requested: _____

*For this payment request, please identify the specific expenses to be paid with the CDBG funds.
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date \$ _____

Total Disbursements to Date \$ _____

EXHIBIT 3B

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: _____

Please complete and retain this form in your CDBG Financial Files. It is for tracking CDBG grant funds only. The completed form will assist the State with grant monitoring.

Payment Request #	Date of Request	Amount Requested	Date Payment Received

Matching Funds

Please identify the final totals of other funds used to match the CDBG funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.

Amount	Source of Funds

In-Kind Costs

Please calculate all in-kind costs related to this project that used match to the CDBG funds. For staff costs, please indicate the person and the number of hours in addition to the costs.

Amount	Specific Use/Hours	Source/Staff Person

EXHIBIT G**FEDERAL AWARD INFORMATION**

(i)	Community Development Block Grant – COVID – Round 1	
(ii)	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
(iii)	Catalog of Federal Assistance Number	14.228
(iv)	Federal Program Year	2020
(v)	Start Date of Federal Program Year for Program	July 1, 2020
(vi)	Total Amount of Federal Award for Program Year	\$4,691,887
(vii)	Federal Award Identification Number (FAIN)	*
(viii)	DHCD Unique Entity Identifier	028492598
(ix)	Grantee Name	County Commissioners of Kent County
(x)	Grantee Unique Entity Identifier/DUNS Number	086131901
(xi)	Grantee Federal Identification Number	52-6000974
(xii)	Date of Award to Grantee	July 1, 2020
(xiii)	Amount of Federal Fiscal Year 2020 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$134,246.39\$
(xiv)	Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$134,246.39

*Federal Grant Number not available at time grant agreement was prepared



Maryland Association of Counties 7/20/2021 County Commissioners Meeting

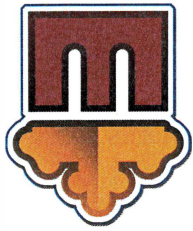
Item Summary:

Dues and Assessments

ATTACHMENTS:

Description

06.01.21 Michael Sanderson, Executive Director, Maryland Association of Counties (MACo), Fiscal Year 2022 Dues and Assessments



MARYLAND Association of COUNTIES

County Commissioners
Office

Date 6-3-21 *LL*

June 1, 2021

The Honorable P. Thomas Mason
President, Board of Commissioners
Kent County
400 High Street
Chestertown, MD 21620

Dear Commissioner President Mason:

Enclosed is an invoice for the dues and assessments for Fiscal Year 2022 as approved at the virtual Winter Conference Business Meeting held on December 18, 2020. The budget was approved with a continuation of a dues freeze from FY 2010, so the dues amount for your jurisdiction remains the same as the last 12 years. The Association's By-Laws provide that unpaid dues and assessments become delinquent after July 31, 2021.

Your participation and support have built a strong and vibrant organization that achieves many legislative victories for county governments. I wanted to take this opportunity to thank you, on behalf of MACo's Officers and Directors, for the support you and your colleagues have provided the Association and I'd like to share some of MACo's successes over the past year.

The 2021 Legislative Session was one of the most consequential sessions in memory — as lawmakers moved to address the many challenges brought on and exacerbated by the pandemic. The unique circumstances surrounding the 442nd legislative session, including necessary health and safety measures, posed a challenge for lawmakers and advocates alike. Legislative buildings were closed to the public in observance of precautionary measures, ultimately resulting in hundreds of bills being passed without direct face-to-face stakeholder input. Despite these challenges, MACo's advocacy remained strong and effective.

Building on long-standing, strong relationships with legislators, MACo was effective in fending off legislation that was adverse to counties and successful in supporting bills that were favorable to county interests. MACo also helped improve many pieces of legislation through articulating county positions in amendments and will continue to work with State partners in several areas of ongoing administrative improvement.

Providing necessary and meaningful relief for Maryland residents and businesses struggling amidst the pandemic proved to be one of the biggest issues of the Session. The General Assembly ultimately approved Governor Hogan's RELIEF Act, which provides direct payments to eligible Maryland residents, exempts unemployment benefits from taxation, and grants significant benefits to businesses. While the bill does have both a state and local fiscal impact, the costs are

largely mitigated by an influx of direct federal relief payments to states and local governments.

The pandemic has also laid bare the urgent need to close Maryland's persistent "digital divide" by directing meaningful resources to enhance incentives and orchestrate opportunities for broadband deployment across the state. MACo successfully advocated for the passage of our Legislative Initiative to establish a first-of-its-kind "dig once" policy to encourage underground fiber deployment in conjunction with road construction projects. This innovative bill, in addition to legislation to retool Maryland's statewide strategy for broadband deployment and the State's commitment to invest \$300 million to bring high-speed internet to unserved areas, puts Maryland in a strong position to accelerate broadband deployment across the state.

MACo also led the effort to secure meaningful support for our state's front lines of public health and prevention efforts – the local health departments. In addition, counties successfully supported legislation to establish an assistance program for homeowners facing tax sales, led a successful effort to restore veto-driven cuts to the Disparity Grant program, and ensured that Maryland will continue its ambitious and important move toward Next Generation 9-1-1. Several bills were improved and passed with MACo amendments that relieved the strain on local resources. And overall, counties were saved from costly mandates and preemptive regulations as a direct result of MACo's efforts and advocacy.

Policy issues will remain a particularly hot topic this interim, and MACo will continue to invest in legislative outreach during the year to connect with members of the General Assembly at critical points during the interim leading into the 2022 Legislative Session. MACo hopes you continue to find our legislative tracking database helpful when accessing legislative information, testimony, and committee reports.

In addition to its normal interim work, MACo continues to respond to immediate and pressing county COVID-19 needs. MACo has created and maintains a COVID-19 County Resource page on our website. We have also increased the frequency of communication with the thirteen county affiliate organizations representing professional county government staff, providing them with a platform to share best practices and lessons learned with colleagues.

On the state level, MACo has been working with the Governor's administration and agencies on COVID-19 response and resources. And on the federal level, MACo continues to work closely with the National Association of Counties (NACo) to assist counties in navigating the ins and outs of the latest round of federal pandemic relief—which includes meaningful and direct funding for every county in Maryland. To that end, MACo hosted a very successful and well-attended virtual forum with U.S. Senator Ben Cardin to discuss the recently passed American Rescue Plan and its impact on local governments.

MACo's spotlight event of the year – the Summer Conference – remains a stand-out event upheld by NACo, other states' county associations, and thousands of participants as the leading event of its kind. The conference provides invaluable educational and partnership opportunities for everyone involved in county services in Maryland. After considering the latest health metrics and guidance, the Board of Directors announced their decision to move forward with an in-

person Summer Conference in Ocean City, Maryland for 2021. Safety protocols will be in place throughout the conference to ensure a healthy and productive event.

At this conference, MACo and county leaders will explore the local role in pandemic response and recovery – strategic planning, evolving service delivery, emergency communications, advancing technologies, and fiscal obstacles – all of which constitute the fabric of local leadership.

MACo's website highlights advocacy, conference, and county programs offered by MACo, enhancing information access. We continue to expand the use of the MACo news blog, *Conduit Street*, and our use of social media. Our *Conduit Street* podcast has continued to grow in popularity, reaching more than 1,500 listeners per episode. The podcast provides insight and updates on issues of county interest from MACo's Policy Team with guest introductions from state and local elected leaders across the state, including the Governor.

MACo's various communications outlets serve to keep you better informed on policy issues, professional development opportunities, and happenings in county government. We also gain important ground in advocacy and relationship-building through these efforts as they raise MACo's profile as a source of political and policy analysis in Annapolis.

Our Corporate Partner Program now includes 25 companies and we have pursued additional sponsorships of other events held throughout the year. Our growing Endorsement Partner Program adds institutional value while also directly increasing efficiency and county service delivery. These actions have enabled us to keep dues flat for the past 11 years, in recognition of the difficulties facing each county's budget. We will continue to seek cost-saving measures, to ensure MACo members always receive excellent value for their supporting contributions.

As Executive Director, I am pleased to share these successes with you – especially during these uncertain and challenging times. With your continued support and guidance, I look forward to many more advances for our Association. If you have any questions about the attached dues invoice or budget, please do not hesitate to contact me or MACo's Administration and Finance Director, Leslie Velasco (lvelasco@mdcounties.org).

Yours truly,

A handwritten signature in black ink, appearing to read "Michael Sanderson".

Michael Sanderson
Executive Director

Attachments:

Invoice - FY 2022 Dues and Assessments
Approved Budget - FY 2022

Maryland Association of Counties

169 Conduit Street

Annapolis, Maryland 21401

B-(410) 269-0043 W-(301) 261-1140

Invoice

DATE	INVOICE NO.
6/1/2021	2617

BILL TO
Kent County County Gov't Center 400 High Street Chestertown, MD 21620

P.O. NO.

DESCRIPTION	RATE	AMOUNT
FY 2022 Dues & Assessments Dues contributions allow MACo to provide services that include legislative advocacy, state budget defense, training and educational programs, policy analysis, Conduit Street blog and newsletter, cost-saving opportunities, and other programs and services to Kent County and its residents.	13,867.00	13,867.00
FID #52-6047837 Please remit payment to:MACo, 169 Conduit Street, Annapolis, MD 21401		Total \$13,867.00

FISCAL YEAR 2022 DUES AND ASSESSMENTS

LOCAL UNIT	ESTIMATED POPULATION 7/1/2020	¹ VARIABLE RATE 0.0708355	² DUES & FIXED CHARGES	TOTAL FY2021	TOTAL OFFSET	³ TOTAL DUE WITH OFFSET FY2021	ESTIMATED POPULATION 7/1/2021	¹ VARIABLE RATE 0.0716902	² DUES & FIXED CHARGES	TOTAL FY2021	TOTAL OFFSET	³ TOTAL DUE WITH OFFSET FY2022
TOTAL STATE	6,141,900	435,065	531,746	\$966,810	401,536	\$565,274	6,068,673	435,065	531,746	\$966,810	401,536	\$565,274
Allegany	74,150	5,252	22,156	27,409	11,197	16,212	69,380	4,974	22,156	27,130	10,918	16,212
Anne Arundel	573,250	40,606	22,156	62,763	26,624	36,139	586,916	42,076	22,156	64,232	28,093	36,139
Baltimore City	616,300	43,656	22,156	65,812	24,457	41,355	576,709	41,344	22,156	63,500	22,145	41,355
Baltimore	847,000	59,998	22,156	82,154	33,573	48,581	826,392	59,244	22,156	81,400	32,819	48,581
Calvert	94,600	6,701	22,156	28,857	11,871	16,987	93,482	6,702	22,156	28,858	11,871	16,987
Caroline	34,050	2,412	22,156	24,568	10,073	14,495	33,658	2,413	22,156	24,569	10,074	14,495
Carroll	169,200	11,985	22,156	34,141	13,492	20,650	168,977	12,114	22,156	34,270	13,620	20,650
Cecil	104,600	7,409	22,156	29,565	12,020	17,545	103,241	7,401	22,156	29,557	12,012	17,545
Charles	167,050	11,833	22,156	33,989	14,597	19,392	167,011	11,973	22,156	34,129	14,737	19,392
Dorchester	34,300	2,430	22,156	24,586	10,163	14,423	31,819	2,281	22,156	24,437	10,014	14,423
Frederick	260,800	18,474	22,156	40,630	17,320	23,310	268,818	19,272	22,156	41,428	18,117	23,310
Garrett	30,300	2,146	22,156	24,302	10,018	14,284	28,781	2,063	22,156	24,219	9,935	14,284
Harford	257,700	18,254	22,156	40,410	16,591	23,820	258,695	18,546	22,156	40,702	16,882	23,820
Howard	336,900	23,864	22,156	46,021	20,481	25,539	332,129	23,810	22,156	45,966	20,427	25,539
Kent	20,900	1,480	22,156	23,637	9,770	13,867	19,367	1,388	22,156	23,544	9,678	13,867
Montgomery	1,052,050	74,522	22,156	96,679	41,386	55,292	1,055,885	75,697	22,156	97,853	42,560	55,292
Prince George's	916,150	64,896	22,156	87,052	37,274	49,778	909,020	65,168	22,156	87,324	37,546	49,778
Queen Anne's	50,750	3,595	22,156	25,751	10,638	15,113	50,976	3,655	22,156	25,811	10,697	15,113
St. Mary's	120,150	8,511	22,156	30,667	13,034	17,633	114,966	8,242	22,156	30,398	12,765	17,633
Somerset	26,750	1,895	22,156	24,051	9,910	14,140	25,573	1,833	22,156	23,989	9,849	14,140
Talbot	38,850	2,752	22,156	24,908	10,311	14,597	37,348	2,677	22,156	24,834	10,237	14,597
Washington	156,800	11,107	22,156	33,263	13,613	19,650	151,888	10,889	22,156	33,045	13,395	19,650
Wicomico	106,200	7,523	22,156	29,679	12,399	17,280	104,749	7,510	22,156	29,666	12,386	17,280
Worcester	53,100	3,761	22,156	25,917	10,725	15,192	52,891	3,792	22,156	25,948	10,756	15,192

1. 45% Variable Rate = 0.0716902 based on population (Population figures from MD State Data Center, October 2020)

2. Dues & Assessments = \$22,156 (Dues = \$100.00, Fixed Charges Based on 55% of Total Dues & Assessments)

3. Dues amounts remain the same as FY 2010

**MD Association of Counties
Proposed FY 2022 Budget**

	Approved FY 2021 Budget	Projected FY 2021	Proposed FY 2022
Ordinary Income/Expense			
Income			
Dues and assessments	966,810	966,810	1,015,150
Offset	(401,536)	(401,536)	(449,876)
Total Dues	565,274	565,274	565,274
Reserve Funding of Offset	401,536	401,536	449,876
	<u>966,810</u>	<u>966,810</u>	<u>1,015,150</u>
Summer Conference Income			
Attendee income	495,414	2,040	515,231
Exhibitor Income	273,900	0	284,856
Tech Expo Exhibitor Income	8,000	0	8,000
Golf Income	5,600	0	5,600
Sponsor Income	115,000	13,250	115,000
Total Summer Conference Income	<u>897,914</u>	<u>15,290</u>	<u>928,687</u>
Annual winter meeting			
Exhibitor income	30,400	0	30,400
Attendee income	184,141	0	184,141
Sponsorship	41,485	5,000	45,000
Total Annual winter meeting	<u>256,026</u>	<u>5,000</u>	<u>259,541</u>
MACo Hosted Meetings	8,000	3,450	8,000
Directory sales/adv.	500	5,160	500
Corporate Partner	296,000	236,000	280,000
LGIT Inst Value Fee	164,970	164,970	169,919
NACo PEB, LLC - Nationwide	187,277	255,639	261,263
Investment Income	80,000	80,000	80,000
Enterprise Programs	94,232	66,017	80,893
Miscellaneous Revenue	<u>1,025</u>	<u>800</u>	<u>1,025</u>
Total Income	<u>2,952,754</u>	<u>1,799,135</u>	<u>3,084,978</u>
Expense			
Salaries	1,060,000	890,000	1,030,000
EPA	42,400	30,000	41,200
Session support	7,500	7,500	7,500
Organizational support	13,600	13,600	13,600
Social security	70,594	77,184	81,044
Leave Buy Back	10,000	11,500	10,000
Health Benefits	171,871	129,895	140,287
Life insurance	3,679	3,600	3,679
Retirement	114,340	98,710	111,670
Disability	8,077	7,980	8,156
Building maintenance	4,546	4,448	4,546
Utilities/janitorial	16,031	14,733	15,058
Parking/mileage	31,646	26,091	32,159
Travel	28,826	12,200	37,200
Presidential Initiatives	3,000	3,000	3,000
Office supplies	6,958	11,068	11,311
Directory publication	4,802	4,802	4,908
Communications	13,244	13,472	13,768
Postage	3,084	796	814
Publication and dues	10,197	23,179	23,689
Professional/Administrative	33,937	27,493	28,097
Printing/Distribution/Marketing	1,893	1,803	1,893
Technology/Equipment maintenance	33,585	29,062	29,701
Enterprise Program	11,000	2,000	6,000
Miscellaneous contingency	15,000	15,000	15,000
Summer conference expense	484,314	20,000	523,059
Winter meeting expense	248,022	5,512	263,888
Director/committee mtgs	27,068	12,574	16,392
MACo Hosted Meetings	15,530	23,424	30,546
Total Expense	<u>2,494,745</u>	<u>1,520,627</u>	<u>2,508,165</u>
Net Ordinary Income	<u>458,010</u>	<u>278,508</u>	<u>576,813</u>



Cal Gray, GB Kennedyville, LLC
7/20/2021
County Commissioners Meeting

Item Summary:

Village of Kennedyville Phase 2 Public Works Agreement Revision Proposal

ATTACHMENTS:

Description



Parks and Recreation Advisory Board
7/20/2021
County Commissioners Meeting

Item Summary:

Thank You Letters

ATTACHMENTS:

Description



Procedures for Public Comment 7/20/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

07.20.21 Public Comment Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS
SIGN IN SHEET
July 20, 2021**

NAME (please print)	ADDRESS	Topic



Maryland Department of Housing and Community Development 7/20/2021 County Commissioners Meeting

Item Summary:

2022 Community Development Application Workshop

ATTACHMENTS:

Description

07.20.21 Maryland Department of Housing and Community Development, Funding Opportunity, 2022
Community Development Application Workshop

FUNDING OPPORTUNITY

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2022 Community Development Application Workshop

Funding available for a variety of activities including facilities, infrastructure, housing, and other community development projects.

When: August 5, 2021
Time: 10:00 a.m.
Where: In Person at 100 Community Place, Crownsville, MD 21032
OR
Virtual

Who should Attend:

Non-entitlement town and county government officials; elected officials, and non-profit organizations. Note that government officials must invite potential non-profits, they will not get a separate invitation.

Registration:

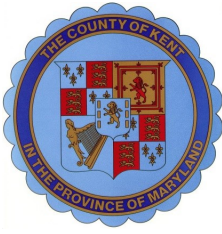
Register with LaWanda Jones at lawanda.jones@maryland.gov. Indicate whether you will participate in person or virtually. Additional information will be provided for those choosing virtual closer to the event.

Questions: Contact Anne Stringer at anne.stringer@maryland.gov

County Commissioners
Office

Date 7-12-21 *LC*





Contingency and Use of Fund Balance Report 7/20/2021 County Commissioners Meeting

ATTACHMENTS:

Description

6-29-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 29, 2021**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Turner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
4/13/21	Information Technology	8,100	Network security testing software
4/13/21	Capital Projects	21,183	Turners Creek Bulkhead-Change Order No. 2
4/13/21	State's Attorney Office	13,000	Part-time aid
4/20/21	Capital Projects	3,910	Turners Creek Bulkhead-Additional Engineering Services-unforeseen site conditions
5/4/21	WWS	13,125	Worton Portalogic System
5/4/21	WWS	7,000	Worton Tower Security Fencing
5/4/21	WWS	2,000	Plan Cabinets
5/4/21	Environmental Operations	15,031	Compact Utility Tractor
5/11/21	Buildings/Grounds-Court House	60,200	HVAC split system-Court House
TOTAL		<u>\$ 407,093</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 392,907</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		<u>\$ 72,723</u>	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			



Bill Mackey, Director, Planning, Housing, and Zoning
7/20/2021
County Commissioners Meeting

Item Summary:

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

ATTACHMENTS:

Description