

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

July 18, 2023

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

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

Consent Items

1 - Regular Session Minutes, July 11, 2023

2 - Liquor Minutes, July 11, 2023

3 - Closed Session Minutes, July 11, 2023

Legislative Session

Jamie Williams, Director, Economic and Tourism Development

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

Bill Mackey, Director, Planning, Housing and Zoning

Code Home Rule Bill 2-2023 Industrial Structures In The Route 301 Corridor

Recognition

Jillyn Coleman, Director, Parks & Recreation

Recognition of Kent Youth Lacrosse (12 U) Coaches and Athletes.

Jillyn Coleman, Director, Parks & Recreation; Dr. Tim Chizmar, State Medical Director, and
Bryan Ebling, Region IV Coordinator, Maryland Institute for Emergency Medical Services
Systems; Tim McDonald, Captain, and Travis Nelson, Sergeant, Maryland State Police

Recognition of Betterton Beach Lifeguards

Departmental Appointments

Jillyn Coleman, Director, Parks & Recreation

Departmental Update

Lisa Mazingo, Director, Kent Family Center

Departmental Update

Scott Boone, Director, Information Technology

SHI International Contract for Microsoft Licensing Renewal

Pete Landon, Director, Office of Emergency Services

FY2024 Kent County Law Enforcement Accountability Initiative Grant

Pete Landon, Director, Office of Emergency Services

Emergency Medical Services Cardiac Monitor Program

Jamie Williams, Director, Economic and Tourism Development

Upper-Shore Regional Council Memorandum of Understanding for Chestertown
Business Campus

County Administrator

Thomas N. Yeager, County Attorney
Certificate of Satisfaction

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Kevin J. Shearon, P.E., LEED AP, DMS Associates, LLC.

Update To Proposed Gillespie Precast, LLC Storage Yard

Chuck F. Callahan, President, County Council of Talbot County

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health
Service Expansion at Upper Shore Community Health Campus

Danielle Hornberger, County Executive and County Council of Cecil County

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health
Service Expansion at Upper Shore Community Health Campus

George L. Pfeffer, Jr., President, County Council of Dorchester County

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health
Service Expansion at Upper Shore Community Health Campus

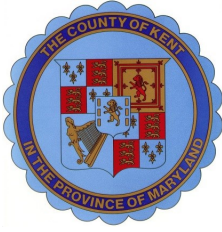
American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

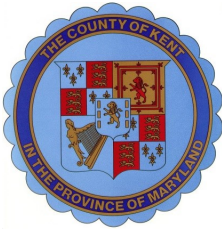
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific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



**# 1 - Regular Session Minutes, July 11, 2023
7/18/2023
County Commissioners Meeting**

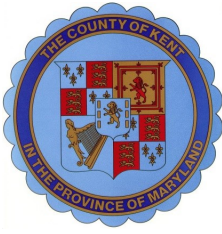
ATTACHMENTS:

Description



**# 2 - Liquor Minutes, July 11, 2023
7/18/2023
County Commissioners Meeting**

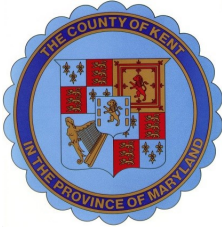
ATTACHMENTS:
Description



**# 3 - Closed Session Minutes, July 11, 2023
7/18/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



Jamie Williams, Director, Economic and Tourism Development
7/18/2023
County Commissioners Meeting

Item Summary:

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

ATTACHMENTS:

Description

CHR Bill No. 3-2023 Arts and Entertainment District Property Tax Credit DRAFT Legislation

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 18, 2023
Legislative Session Day

Legislative Session Day
July 18, 2023

CODE HOME RULE
BILL NO. 3-2023

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

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

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, **Month X, 2023**, ordered posted and public hearing scheduled on **Month X, 2023**, 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 the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on **Month X, 2023**. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on **Month X, 2023**, a legislative session day.

**A BILL ENTITLED CHR 3-2023 ARTS AND ENTERTAINMENT DISTRICT PROPERTY
TAX CREDIT**

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152, Taxation is hereby amended to add Article XI Arts and Entertainment District Property Tax Credit as follows:

ARTICLE XI

ARTS AND ENTERTAINMENT DISTRICT PROPERTY TAX CREDIT

152-41 DEFINITIONS

IN THIS ARTICLE, "ARTS AND ENTERTAINMENT DISTRICT," "ARTS AND ENTERTAINMENT ENTERPRISE," AND "QUALIFYING RESIDING ARTIST" HAVE THE MEANINGS STATED IN § 4-701 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

152-42 TAX CREDIT GRANTED

- A. KENT COUNTY GRANTS A TAX CREDIT AGAINST THE COUNTY REAL PROPERTY TAX IMPOSED ON A MANUFACTURING, COMMERCIAL, OR INDUSTRIAL BUILDING THAT:**
- (1) IS LOCATED IN AN ARTS AND ENTERTAINMENT DISTRICT DESIGNATED AS SUCH UNDER § 4-704 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; AND**
 - (2) IS WHOLLY OR PARTIALLY CONSTRUCTED OR RENOVATED, AFTER THE DATE OF THE DESIGNATION DESCRIBED ABOVE, TO BE CAPABLE FOR USE BY A QUALIFYING RESIDING ARTIST OR AN ARTS AND ENTERTAINMENT ENTERPRISE.**
- B. THE REAL PROPERTY TAX CREDIT SHALL BE APPLIED TO THE INCREASE IN ASSESSMENT RESULTING FROM CONSTRUCTION OR RENOVATION AND SHALL BE 100% IN EACH OF THE FOLLOWING FISCAL YEARS NOT TO EXCEED MORE THAN 10 YEARS.**
- C. AN APPLICATION FOR THE TAX CREDIT CREATED BY THIS ARTICLE SHALL BE FILED BY THE PROPERTY OWNER ON OR BEFORE THE JUNE 1 PRECEDING THE FISCAL YEAR FOR WHICH THE TAX CREDIT IS SOUGHT.**

D. KENT COUNTY MAY DESIGNATE AN ARTS AND ENTERTAINMENT DISTRICT MANAGER WHO MAY PROMULGATE FORMS FOR APPLICATIONS FOR THE TAX CREDIT HEREUNDER AND MAY REQUIRE SUCH VERIFICATION OF QUALIFICATIONS HEREUNDER AS SUCH OFFICE MAY DEEM APPROPRIATE.

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

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

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

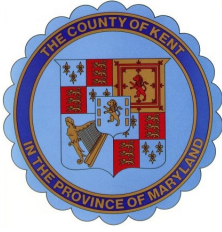
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

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



Bill Mackey, Director, Planning, Housing and Zoning
7/18/2023
County Commissioners Meeting

Item Summary:

On March 14, 2023, the County Commissioners adopted Resolution 2023-02 to consider a zoning text amendment to update the permitted height of industrial structures from 45 feet to 60 feet in the Industrial, Commercial, and Employment Center zoning districts and located in the Route 301 Corridor.

On April 6, 2023, the Kent County Planning Commission held a public hearing on the proposed change and requested additional information from the planning staff. All related information is posted online [HERE](#).

On May 4, 2023, the Kent County Planning Commission met and discussed the proposed change and voted to provide an unfavorable recommendation to the County Commissioners on the proposed amendment, suggesting that the County Commissioners introduce an amendment that allows for additional height via a special exception for heights in the Industrial, Commercial, and Employment Center zoning districts. A letter from the Kent County Planning Commission is attached.

As part of the Planning Commission's review process, a definition of the Route 301 Corridor for addition to the Land Use Ordinance was proposed, reviewed, and revised to provide clarity. Although the Planning Commission did not formally recommend regarding the definition, it has been included in Section 4 of the CHRB. A map that indicates visually what is being proposed by the text is attached for reference. The map is not being proposed for adoption as part of the change to the Land Use Ordinance; it is for reference only.

On May 16, 2023, the County Commissioners introduced CHRB 2-2023 and scheduled the Public Hearing.

On June 13, 2023, a Public Hearing was held and public input was received in writing and in person from members of the public. The record remained open until the close of business on Friday, June 16, 2023, for written testimony to be submitted for consideration.

The legislative session tonight is for consideration of adoption, adoption with amendments, or rejection of proposed Code Home Rule Bill 2-2023.

ATTACHMENTS:

Description

Revised DRAFT CHR Bill 2-2023 for Industrial Structures in 301 Corridor

Illustrative Map of the Proposed Route 301 Corridor

07.18.23 Written Public Comments, Received After Public Hearing During Comment Period

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Month X, 2023
Legislative Session Day

Legislative Session Day
Month X, 2023

CODE HOME RULE
BILL NO. X-2023

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

AN ACT to amend Chapter 222, Zoning, of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to update Article V. District Regulations, Section 11. Commercial District, § 11.5 Density, Area, Height, Width, and Yard Requirements, by adding a new provision to regulate the height of industrial structures in general and by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; to update Article V. District Regulations, Section 14. Employment Center District, § 14.5 Density, Height, Width, Bulk, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; to update Article V. District Regulations, Section 15. Industrial District, § 15.5 Density, Height, Width, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; and to update Article XI, Definitions, Section 2. Definitions, by adding a new definition for the Route 301 Corridor, inserted as item # 278.25.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, Month X, 2023, ordered posted and public hearing scheduled on Month X, 2023, at XX:XX a.m. / 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 the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on Month X, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on Month X, 2023, a legislative session day.

BILL NO. X-2023

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR X-2023 INDUSTRIAL STRUCTURES IN 301 CORRIDOR

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

SECTION 1.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 11. COMMERCIAL DISTRICT

...

11.5 DENSITY, AREA, HEIGHT, WIDTH, AND YARD REQUIREMENTS

...

Height ¹

- INDUSTRIAL STRUCTURE	45 FEET
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET
- Commercial <i>structure</i>	45 feet
- Residential <i>structure</i>	38 feet
- Fence ²	
- Security	8 feet
- Ornamental	
Front and <i>side yard</i>	4 feet
Rear <i>yard</i>	8 feet

¹ Except in an area defined as the Kent County *Airport* Safety Area, the height limitations do not apply to: belfries; ornamental towers and spires; church spires; public monuments; commercial radio, personal wireless facility, and television towers less than 200 feet in height; stage towers or scenery lofts; tanks; conveyors; silos and corn dryers; elevator bulkheads; fire towers; water towers; stand pipes; and flag poles.

² Fences do not need to meet yard requirements.

SECTION 2.ARTICLE V.
DISTRICT REGULATIONS

SECTION 14. EMPLOYMENT CENTER DISTRICT

...

14.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

	STANDARD	INDUSTRIAL SUBDIVISION
...		
Height		
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet
Maximum building footprint		
- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the *Airport* Safety Zone

⁶ Fences do not need to meet the yard requirements.

SECTION 3.ARTICLE V.
DISTRICT REGULATIONS

SECTION 15. INDUSTRIAL DISTRICT

...

15.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

	STANDARD	INDUSTRIAL SUBDIVISION
...		
Height		
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet
Maximum building footprint		
- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the *Airport* Safety Zone.

⁶ Fences do not need to meet the yard requirements.

SECTION 4.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

...

278. Rooming House - A *building* where, for compensation and by prearrangement for definite periods, lodging, meals, or lodging and meals are provided for three or more persons but containing no more than five guest rooms or *rental units*.

278.25 ROUTE 301 CORRIDOR - ONE OF TWO GROWTH AREAS IN KENT COUNTY IDENTIFIED BY THE COMPREHENSIVE PLAN, WHICH INCLUDES LAND ADJACENT TO AND ONE MILE EAST AND ONE MILE WEST OF THE NINE-MILE-LONG SECTION OF U.S. ROUTE 301, AS IT PASSES FROM NORTH TO SOUTH THROUGH KENT COUNTY, MARYLAND, AND ADDING THOSE PROPERTIES THAT ARE ZONED EMPLOYMENT CENTER AND INDUSTRIAL, WHICH ARE LOCATED ALONG MD 299 IN MASSEY.

278.5 Rural Inn*** - A facility for the purpose of providing overnight lodging to the general public for compensation and only by prearrangement, and at which dining facilities may also be offered for guests and the general public, in accordance with the following:

...

SECTION 5. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

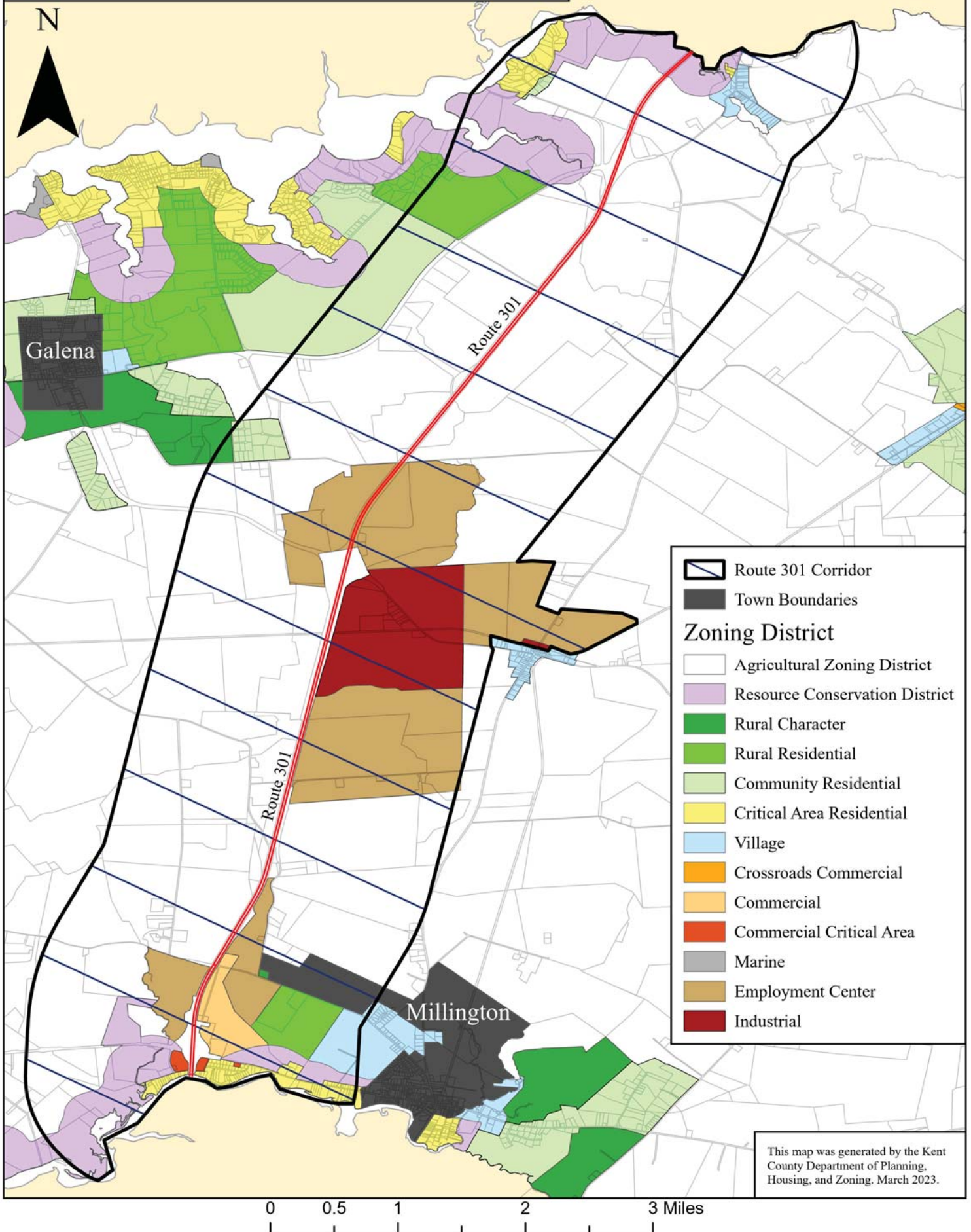
Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

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

Proposed Route 301 Corridor



Lacey Cox

From: Judy Tubman, VMD (via Google Docs) <judy.tubman@gmail.com>
Sent: Sunday, June 18, 2023 12:45 PM
To: Kent County Commissioners
Subject: Chr 2-2023
Attachments: Chr 2-2023.pdf

ATTENTION!

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

- KCIT Helpdesk

Judy Tubman, VMD attached a document



Judy Tubman, VMD (judy.tubman@gmail.com) has attached the following document:

I apologize I sent you my unedited letter concerning the Zoning Text Amendment CHR 2 -2023. The edited letter is attached.

 Chr 2-2023

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because judy.tubman@gmail.com shared a document with you from Google Docs.

Google™

Commissioner Ron Fithian, President
Commissioner Albert Nickerson
Commissioner John Price
400 High Street
Chestertown, MD 21620

Dear Commissioners;

In 2001 I purchased 100 acres on Chesterville Bridge Rd. I moved my Veterinary Practice from Queen Anne County, where I grew up, to this farm because the Comprehensive Plan and Kent County, at that time, embraced both the environment, agriculture & commerce. I built a Veterinary Clinic, my home, horse barn & utility buildings; all utilizing local contractors. I feel privileged to live here because this county has embraced its historical history and environment. In addition I enrolled 22 acres in the Conservation Reserve Enhancement program that includes 2 Shallow Water areas for waterfowl & wetland wildlife habitat. In 2002 I was awarded Kent County Cooperator of the Year. In 2003 I was awarded the Secretary's Citation by The Maryland Department of Agriculture for the commitment to the protection of natural resources on my farm. Through the years I have spent countless hours teaching & helping 4-H youngsters & Pony Clubbers and mentoring numerous high school students that hope to join the medical field.

The conservation efforts that I have set forth, my Veterinary Practice, horse farm & my quality of life are now under severe attack by the proposals that benefit only ONE person, Russ Richardson.

To outline a few of the detrimental consequences of Russ Richardson proposals:

1) A Blue-Line Perennial Stream, Mill Branch, traverses through the entire property. A perennial stream is one that has continuous flow throughout the year. This Mill Branch Stream empties directly into the head of the Chester River. The thousands of square feet of impervious surface due to the parking lots & the warehouse roofs are an Environmental Hotspot. The oil & diesel fuel from the trucks will run directly into Mill Branch stream then into the Chester River & into the Bay. This pollution along with the increased thermal temperatures from the water runoff will be devastating to fish, wildlife & sensitive habitat in & next to the stream, Chester River & Bay. Leading to fish hatchery deaths, algae blooms, aquatic grass death, depletion of the crab & fish population, etc.

2) Building warehouses will only INCREASE the taxes for all residents in Kent County because;

- A) All the roads in the area will have to undergo extensive upgrades; i.e. Chesterville Bridge Road is a tar & chip road & it is not rated for 18 wheelers. With climate change roads will need ever increasing repairs.
- B) The warehouses will need access to water & sewer that Millington does not have the funds or the capacity for.
- C) Robots will not be paying taxes & will only limit jobs.

D) Statistics show that truck stops attract prostitution which attracts drugs & crime. The Kent County sheriff department will need increased funds.

3) These proposed warehouses are NOT what is appropriate at the gateway for Kent County. Tourism, an economic driver in Kent County, will therefore be decreased as people drive past this unsightly development.

4) The National Flyway will be severely interrupted, decreasing our waterfowl population.

4) Property values will plummet.

5) Noise pollution, air pollution, light pollution will be devastating for miles around this development. Those living within miles of the 301 corridor & warehouses will have their Circadian Rhythms interrupted which is a major cause of cancer.

6) This development is NOT in line with what is outlined in the 2018 Comprehensive Plan for the Town of Millington. As written on page 2: "The context for planning in Millington is responsive growth management policies established by the State of Maryland and generally expressed as "visions". A few of The State's twelve visions are as follows: 1) A high quality of life is achieved through universal stewardship of the land, water, and air resulting in sustainable communities and protection of the environment. 5) Growth Areas have the water resources and infrastructure to accommodate population and business expansion in an orderly, efficient, and environmentally sustainable manner. 9) Land and water resources, including the Chesapeake and Coastal Bays, are carefully managed to restore and maintain healthy air and water, natural systems, and living resources. 10) Waterways, forests, agricultural areas, open space, natural systems, and scenic areas are conserved."

In line with the 2018 Comprehensive Plan I opened a Veterinary Practice that provides employment for local residents & I offer a valuable service to all of Kent County & surrounding counties. I implemented conservation programs that protect & preserve the environment for now & the future.

I do not pay "a pittance" in property taxes & am happy to do so because I want Kent County to remain the envy of all those that marvel at its farmland, historic Chestertown & local commerce.

I feel that at the June 13th Planning & Zoning meeting one person proposed an alternative to the kind of development that Russ Richardson is seeking & that was Owen Bailey who referenced the Great Allegheny Passage. Running such a trail from Millington to Rock Hall would increase tourism, jobs, raise property values, spur economic development, preserve the Chester River & the environment & the scenic byway. At \$800,000 in revenue per mile of the trail it would provide the economic boom & commerce that Kent County is looking for & needs. In addition I feel that people on both sides of the aisle would embrace such a development. I would love to work on such a project & invite you to come to my farm to see the conservation programs that I have in place in addition to the employment I offer.

It is obvious that I practice what I preach & I employ the Kent County Commissioners to allow commerce & development that not only provides jobs but protects the environment & the quality

of life for all those living in Kent County. Lets not make the same mistakes & have the same regrets that other locations now have; i.e. Harford County, Lehigh Valley Pennsylvania, Riverside, California, New York, etc. Please heed the recommendations & cautions outlined by the Millington Planning Commission, the Millington Volunteer Fire Department and the Kent County Planning Commission. The best driver for economic viability for Kent County, as outlined by Wayne Gilcrest, is education.

Kent county has done the right thing for decades so lets not turn course now. Let's not ignore why the majority of people live in Kent County & let's be an example of what can be done to protect the environment & provide economic development that could be the envy of Maryland & the entire country. Let's think outside the box & continue to make Kent County the unique entity that it is.

I am not in favor of adopting CHR 2-2023.

Thank you for your hard work & time,
Dr. Judy Tubman, VMD
31239 Chesterville Bridge Rd.
Millington, MD 21651

Barry Hildebrandt

From: Barry Hildebrandt <bxhildebrandt@gmail.com>
Sent: Thursday, June 15, 2023 5:10 PM
To: 'kentcounty@kentcounty.org'
Cc: Barry Hildebrandt (bxhildebrandt@gmail.com)
Subject: Comments to Commissioners
Attachments: My Warehouse Comments v2.docx

6/15
5:10 PM
①

Regarding amendment to height to Millington area warehouse development, please see attachment.

Barry Hildebrandt
31673 W Edge Rd
Millington MD 21651
bxhildebrandt@gmail.com

Barry Hildebrandt

6/16 (2)
9:58 AM

From: Barry Hildebrandt <bxhildebrandt@gmail.com>
Sent: Friday, June 16, 2023 9:58 AM
To: kentcounty@kentcounty.org
Cc: Barry Hildebrandt
Subject: CHR 2-2023 Height Increase Amendment

Dear Commissioners
Ron Fithian, President
Albert Nickerson, Member
John Price, Member

Two years ago, we decided to escape Baltimore's congestion and pollution and enjoy the peace and quiet of the Eastern Shore. Instead of going to the more popular and crowded areas, we opted for a small place on the cliffside in Tolchester. We so impressed with the Kent Count countryside, that we searched for and found a home on the Chester River outside of Millington.

Over our short time here, we have met friends and enjoyed the wildlife, kayaking, and walking and biking the quiet country roads. We gave a presentation to old friends from our travel club in Baltimore entitled "The Other Eastern Shore: Kent County" that focused on the open area, farm markets, beaches, recreation (hunting, fishing, boating), parks, and activities.

Recently, we learned about the warehouse/distribution center planned for our area. It totals 500,000 square feet with an additional 1,000,000 square feet of impervious surface for loading, unloading, and parking. Although I have not had time to thoroughly research the plans and related studies, the information that I have received and the meetings that I have attended, leave me with serious concerns regarding the plans, the future of our immediate area and the possible impact on the whole of Kent County.

The request to raise the height limits of the warehouses from 45 feet to 60 feet, will only aggravate issues, including environmental, traffic, health and costs, that are inherent in the original plans for the warehouses.

Major efforts by environmental and industry organizations have been ongoing to reduce the ill effects of air and water pollution. Water runoff into the Mill Run, Chester River, and Chesapeake Bay from impervious surfaces of the warehouse complex creates a danger for water purity, fishing, and other recreational activities. Air pollution in Northeastern Kent County will increase exponentially from large trucks traveling to, from, and idling at the warehouses throughout the day and night. Many studies have shown the importance of having a buffer zone of trees and vegetation surrounding wetlands, streams, and rivers. It is difficult in Kent County for residents to remove trees (even dead ones) in water areas. And yet, the warehouse plans call for razing eight-plus acres of trees.

Besides air pollution, the tractor-trailers, vans, and cars servicing the warehouse complex will significantly increase traffic congestion in surrounding areas, including the 301 corridor, Millington, Galena, and Massey. Large trucks on the country roads will impact farm equipment and residential transit. Current roadways, traffic circles, and bridges may not easily accommodate the increased trucking. Today's country roads may no longer provide safe paths for walking and biking.

In addition to the more obvious detrimental effects of tree removal, impervious surfaces, waste/water runoff and air pollution, scientific research is looking into some less obvious effects of air and noise pollution. Boston, MA—"Exposure to fine particulate air pollutants (PM2.5) may increase the risk of developing dementia, according to a new meta-analysis from Harvard T.H. Chan School of Public Health." "After adjusting for other factors that contribute to cardiovascular risk, they found that every 5-decibel increase in the average 24-hour noise level was associated with a 34% increase in heart attacks, strokes, and other serious heart-related problems."

I am not well versed in what studies have been done, what statistics were used, and how up to date they are. But I understand that studies were done a few years ago and based on warehouses at a 45-foot height. Some questions and concerns come to mind:

- Should studies on air pollution, noise pollution, traffic congestion be done/redone based on the warehouses' 60-foot vs 45-foot height
- What are the noise factors associated with the estimated number of trucks and number of operational hours per day
- What are the gains and losses in local revenue, jobs, and home values for other similar warehouse projects
- What is the estimated revenue from the warehouse/business itself not including potentially unreliable economic ripple effects
- Are there relevant studies comparing other warehouse projects' estimated benefits vs the success/failure of achieving the benefits
- What are the anticipated increased costs for fire, police, sewage, etc. based on anticipated warehouse activity
- Will a new warehouse increase employment in an environment that can't fulfil today's employment needs or only aggravate the problem
- Can the average resident feel comfortable with decisions being made without more extensive and current research

I could be accused of NIMBYism (Not In My Backyard), but that may be a factor in the residents of Chestertown, Galena, Rock Hall, and elsewhere advocating FOR the amendment to increase the warehouse size. The warehouse expansion will set a precedent for the entire 20 square-mile 301 corridor. Hardly an appealing gateway to Kent County for anyone considering visiting or moving here.

In the 1950's, a fishing village on the Costa Brava north of Barcelona, Spain was faced with a decision of whether to attract tourists, business, and revenue by building high-rise hotels, casinos and other attractions as other towns were doing along the coast. The mayor said no. Today Cadaques is a thriving tourist site for Europeans because of its more remote location, fishing village appearance, lovely low-rise hotels, and upscale restaurants and shops. Growth does not always depend on industrial expansion.

Should we implement an "exception rule" to evaluate the warehouses' actual use before agreeing to amendments that allow a developer to build and allow Carte Blanc warehouse activity?

Should we simply keep warehouse development at the 45-foot height as a compromise allowing increased business without additional impact to the environment, congestion, health, and costs?

Because of Kent County's open countryside, clean air, water, and pleasant surroundings, it seems like we are better situated to draw hunters, fishermen, boaters, outdoor vacationers, and eco-tourists for extended

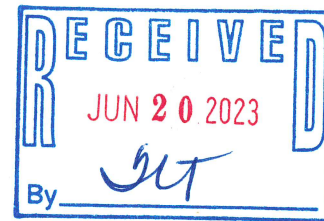
periods than to engage non-farm industrial complexes. For people contemplating visiting or moving permanently to Kent County, what is more enticing, farmland and quiet communities or big businesses and warehouses?

Thank you for your attention,

Barry Hildebrandt
31673 W Edge Rd
Millington MD 21651
bxhildebrandt@gmail.com

Barry Hildebrandt

From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>
Sent: Monday, June 19, 2023 3:39 PM
To: bxhildebrandt@gmail.com
Subject: Delivery Status Notification (Failure)
Attachments: details.txt



Message not delivered

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June 15, 2023



Ronald H. Fithian, President Albert H. Nickerson, Member John F. Price, Member
Kent County Commissioners 400 High Street
Chestertown, MD 21620
Re: Letter of Support – Zoning Text Amendment

Dear County Commissioners:

We are pleased to write this letter of support on behalf of the Hometown Multimedia, LLC - WCTR Radio in support of the proposed Zoning Text Amendment that would regulate the permitted height of industrial structures in the 301 Corridor.

It is our understanding that allowing this increase in structure size in this area would potentially bring much needed economic growth and development in the county, and that only the parcels identified in the 301 corridor area would be affected. We also believe that adding the previously identified Industrial and Employment Center zoned parcels in Massey to the building height restriction change would be beneficial.

We are pleased that the Commissioners will consider this Zoning Text Amendment. We feel this type of controlled growth will bring a much needed improvement to the economic base of the area without any negative impact to the aesthetics of the community.

Sincerely,

A handwritten signature in blue ink, appearing to be "Brian Moore".

Brian Moore

A handwritten signature in blue ink, appearing to be "Leslie Sea".

Leslie Sea



Lacey Cox

From: Shelley Heller
Sent: Tuesday, June 20, 2023 8:24 AM
To: Kent County Commissioners
Subject: FW: Code Home Rule Bill 2-2023 - Request to vote NO
Attachments: Kent County Econ.Dev. 6.16.23.docx

Follow Up Flag: Follow up
Flag Status: Flagged



Shelley L. Heller

County Administrator
Kent County, Maryland
400 High Street
Chestertown, MD 21620
(410) 778-4600
sheller@kentgov.org

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From: cherilyn widell <cwidell809@yahoo.com>

Sent: Friday, June 16, 2023 4:53 PM

To: Shelley Heller <sheller@kentgov.org>; William Mackey <wmackey@kentgov.org>

Subject: Code Home Rule Bill 2-2023 - Request to vote NO

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- KCIT Helpdesk

Thank you for the opportunity to comment. Cherilyn Widell

June 16, 2023

105 North Water Street
Chestertown, Maryland 21620

Mr. Ronald Fithian, President, Kent County Commissioners
Mr. Albert Nickerson
Mr. John Price
100 High Street
Chestertown, MD 21620

Dear Kent County Commissioners,

I am a Kent County resident and registered voter. With this letter, I would like to request that all of you vote against or "no" for CHR Bill 2-2023, the Zoning text Amendment which would increase the permitted height of Industrial Structures in the Route 301 Corridor of Kent County, Maryland.

As a former employee of the Frederick County Economic Development Commission, we worked diligently and successfully to bring much needed economic activity to ,then rural ,Frederick, Maryland ,while also retaining oversight and authority to protect the quality of life in the community. Kent County can do the same - encourage economic development while still retaining oversight and authority over each project that comes before you.

There is no doubt that Chestertown, Millington, and all the communities in Kent County need Economic Development.

We also need to ensure the proposals presented and accepted are consistent with the Comprehensive Zoning Update (CRU) and that the community does not compromise, now and in the future, the values which embody the special qualities of this place we have chosen for our home.

We can learn from the many mistakes made in Harford County Maryland where rampant construction of industrial structures on the Old Philadelphia Road ,adjacent to US 40 , has overwhelmed cherished neighborhoods. Once viable communities are burdened with non-stop truck traffic, loading and unloading at 60 foot high structures 24 hours a day. Careful review and planning can bring economic development consistent with the current needs and future vision of Kent County, Maryland.

Thank you for your time and attention to this matter.
Best regards,

Cherilyn Widell
Cwidell809@yahoo.com 443-480-2862

-----Original Message-----

From: Marsha Fritz <mlfritz@ptd.net>

Sent: Monday, June 12, 2023 4:30 PM

To: Sondra Blackiston <sblackiston@kentgov.org>

Cc: Cynthia Saunders <saunderscynthia@gmail.com>; FAICP Elizabeth Watson <aelizabethwatson@gmail.com>

Subject: Warehouse proposal: letter to Commissioners

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- KCIT Helpdesk

Ronald H. Fithian, Chairman
Kent County Board of Commissioners

Dear Mr. Fithian:

I am contacting you to express my deep concern about the proposed warehouse development near Millington. You may have read my letter printed in The Spy and also read into the record of the Kent County Planning Commission by Ms. Elizabeth Watson at their last meeting.

My concern is based on the experience with warehouse development in the Lehigh Valley where I now live.

When the Bethlehem Steel plant closed several decades ago, leaders in the two major Valley counties, Lehigh and Northampton, searched for a replacement industry. Developers began proposing warehousing, claiming that our good highways would provide easy access to major cities. They claimed warehousing would be a clean industry, supplying plentiful jobs and a solid tax base. I suspect you are hearing these same promises now.

It hasn't worked out.

The jobs are low paying and dangerous. Union protection is virtually unknown, even in this longtime union area. Workers cannot afford decent housing and automation is reducing the number of workers even needed.

The industry is not clean. The trucks needed to service the facilities have overwhelmed both our highways and feeder roads. Our "good" highways are now crumbling and badly crowded. The promised tax base doesn't generate enough revenue to fix them.

Even worse, recent studies have deemed our air and water quality declining to dangerously low levels. Much of the new pollution comes from the trucks and stalled traffic. The acres and acres of flat roofs and parking lots have greatly increased runoff into our many rivers and streams.

Counties here are run by an Executive, a powerful, elected office.

Here's what the Northampton County Executive, Lamont McClure, said in his formal state of the county address last week:

"Our people are done with warehouses." Citing the reasons I noted above, Mr. McClure said that our regional economy is doing well, but "warehousing not so much." He strongly opposes use of tax incentives for any new warehouse facilities: they aren't performing as an economic engine as promised. In spite of many of these facilities in the area, our counties are still struggling financially.

A few warehouses have lead to many others; some are empty while others are still being built. I can foresee that happening in Kent County. Highway 301 is getting better while highways on the other side of the Bay grow more crowded. Now is the time to protect Kent County from the threat we are living with here.

Please continue to think long term. It doesn't take many years -as we in the Valley have learned- to loose what we most value and love.

Very truly yours,

Marsha Fritz

Sent from my iPhone

Commissioner Ron Fithian, President
Commissioner Albert Nickerson
Commissioner John Price
400 High Street
Chestertown, MD21620

Dear Commissioners;

In 2001 I purchased 100 acres on Chesterville Bridge Rd. I moved my Veterinary Practice from Queen Anne County, where I grew up, to this farm because the Comprehensive Plan and Kent County, at that time, embarrassed both the environment, agriculture & commerce. I built a Veterinary Clinic, my home, horse barn & utility buildings; all utilizing local contractors. I feel privileged to live here because this county has embarrassed its historical history and environment. In addition I enrolled 22 acres in the Conservation Reserve Enhancement program that includes 2 Shallow Water areas for waterfowl & wetland wildlife habitat. In 2002 I was awarded Kent County Cooperator of the Year. In 2003 I was awarded the Secretary's Citation by The Maryland Department of Agriculture for the commitment to the protection of natural resources on my farm. Through the years I have spent countless hours teaching & helping 4-H youngsters & Pony Clubbers and mentoring numerous high school students that hope to join the medical field.

The conservation efforts that I have set forth, my Veterinary Practice, horse farm & my quality of life are now under severe attack by the proposals that benefit only ONE person, Russ Richardson.

To outline a few of the detrimental consequences of Russ Richardson proposals:

1) A Blue-Line Perennial Stream, Mill Branch, traverses through the entire property. A perennial stream is one that has continuous flow throughout the year. This Mill Branch Stream empties directly into the head of the Chester River. The thousands of square feet of impervious surface due to the parking lots & the warehouse roofs are an Environmental Hotspot. The oil & diesel fuel from the trucks will run directly into Mill Branch stream then into the Chester River & into the Bay. This pollution along with the increased thermal temperatures from the water runoff will be devastating to fish, wildlife & sensitive habitat in & next to the stream, Chester River & Bay. Leading to fish hatchery deaths, algae blooms, aquatic grass death, depletion of the crab & fish population, etc.

2) Building warehouses will only INCREASE the taxes for all residents in Kent County because;

- A) All the roads in the area will have to undergo extensive upgrades; i.e. Chesterville Bridge Road is a tar & chip road & it is not rated for 18 wheelers. With climate change roads will need ever increasing repairs.
- B) The warehouses will need access to water & sewer that Millington does not have the funds or the capacity for.

- C) Robots will not be paying taxes & will only limit jobs.
- D) Statistics show that truck stops attract prostitution which attracts drugs & crime.
The Kent County sheriff department will need increased funds.

3) These proposed warehouses are NOT what is appropriate at the gateway for Kent County. Tourism, an economic driver in Kent County, will therefore be decreased as people drive past this unsightly development.

4) The National Flyway will be severely interrupted, decreasing our waterfowl population.

4) Property values will plummet.

5) Noise pollution, air pollution, light pollution will be devastating for miles around this development. Those living within miles of the 301 corridor & warehouses will have their Circadian Rhythms interrupted which is a major cause of cancer.

6) This development is NOT in line with what is outlined in the 2018 Comprehensive Plan for the Town of Millington. As written on page 2: "The context for planning in Millington is responsive growth management policies established by the State of Maryland and generally expressed as "visions". A few of The State's twelve visions are as follows: 1) A high quality of life is achieved through universal stewardship of the land, water, and air resulting in sustainable communities and protection of the environment. 5) Growth Areas have the water resources and infrastructure to accommodate population and business expansion in an orderly, efficient, and environmentally sustainable manner. 9) Land and water resources, including the Chesapeake and Coastal Bays, are carefully managed to restore and maintain healthy air and water, natural systems, and living resources. 10) Waterways, forests, agricultural areas, open space, natural systems, and scenic areas are conserved."

In line with the 2018 Comprehensive Plan I opened a Veterinary Practice that provides employment for local residents & I offer a valuable service to all of Kent County & surrounding counties. I implemented conservation programs that protect & preserve the environment for now & the future.

I do not pay "a pittance" in property taxes & am happy to do so because I want Kent County to remain the envy of all those that marvel at its farmland, historic Chestertown & local commerce.

I feel that at the June 13th Planning & Zoning meeting one person proposed an alternative to the kind of development that Russ Richardson is seeking & that was Owen Bailey who referenced the Great Allegheny Passage. Running such a trail from Millington to Rock Hall would increase tourism, jobs, raise property values, spur economic development, preserve the Chester River & the environment & the scenic byway. At \$800,000 in revenue per mile of the trail it would provide the economic boom & commerce that Kent County is looking for & needs. In addition I feel that people on both sides of the aisle would embrace such a development. I would love to work on such a project & invite you to come to my farm to see the conservation programs that I have in place in addition to the employment I offer.

It is obvious that I practice what I preach & I employ the Kent County Commissioners to allow commerce & development that not only provides jobs but protects the environment & the quality of life for all those living in Kent County. Lets not make the same mistakes & have the same regrets that other locations now have; i.e. Harford County, Lehigh Valley Pennsylvania, Riverside, California, New York, etc. Please heed the recommendations & cautions outlined by the Millington Planning Commission, the Millington Volunteer Fire Department and the Kent County Planning Commission. The best driver for economic viability for Kent County, as outlined by Wayne Gilcrest, is education.

Kent county has done the right thing for decades so lets not turn course now. Let's not ignore why the majority of people live in Kent County & let's be an example of what can be done to protect the environment & provide economic development that could be the envy of Maryland & the entire country. Let's think outside the box & continue to make Kent County the unique entity that it is.

I am not in favor of adopting CHR 2-2023.

Thank you for your hard work & time,
Dr. Judy Tubman, VMD
31239 Chesterville Bridge Rd.
Millington, MD 21651



June 16, 2023

Ronald H. Fithian, President
Albert H. Nickerson, Member
John F. Price, Member
Kent County Commissioners
400 High Street
Chestertown, MD 21620

Re: Letter of Support for Zoning Text Amendment – Code Home Rule Bill 2-2023

Dear Commissioners Firth, Nickerson, and Price:

The Bay Area Association of Realtors®, representing 350 members, strongly supports the proposed Zoning Text Amendment in Code Home Rule Bill 2-2023.

The Kent County Comprehensive Plan identifies the 301 Corridor area as both a Designated Growth Area and a Priority Funding Area. It also states as a strategy for economic development that "Kent County will encourage the growth of local industries and recruit new industries to locate in the designated industrial development areas in the County."

Also identified as one of the "Highest Priorities" in the 2018 Plan is the expansion of regulatory flexibility for the creation of and location of employment centers and industrial uses. "Through its economic development planning and land use implementation measures, the County will support flexibility in and an expanded area of employment center and industrial zoning in general to support commercial and mixed-use development. These efforts will especially focus on the Worton area, and the US 301 corridor with a priority that the area between the Town of Millington and the lands surrounding the Route 291-Route 301 intersection be guided by the desired expansion of services and land use identified by Millington's municipal growth element."

Industry standards are changing, and our members find that many prospective buyers including data centers, warehousing companies and high-tech international agricultural corporations need building heights more than 45 feet.

Kent County needs economic development and increased revenues that this change would bring. We ask that you vote in favor of Code Home Rule Bill 2-2023.

Thank you for your consideration.

Jennifer L. Williams

Government Affairs Director Bay Area Association of Realtors®

LAW OFFICE OF
G. MACY NELSON, LLC

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*Also admitted in D.C.

June 16, 2023

Email: kentcounty@kentgov.org

County Commissioners of Kent County
400 High St.
Chestertown, Maryland 21620

Re: Resolution 2023-2 Zoning Text Amendment

Dear County Commissioners:

We represent Kent Conservation and Preservation Alliance. We write to you today to discuss the Zoning Text Amendment (“ZTA”). This ZTA contemplates raising the maximum height of certain types of industrial buildings in specific districts—Industrial, Commercial, and Employment Center—in the County, but only if constructed within the 301 Corridor. In line with our previous testimony provided during the public hearing on June 13, 2023, we stand in opposition to this ZTA.

The initial iteration of the ZTA is, as we had previously stated before the Planning Commission, a special law. As a practical matter, its parameters of application are such that the only parcels in the county that could feasibly make use of it are all owned or otherwise apparently controlled by a single individual who is seeking out special advantages under the law. The six factors of a special law are, to quote several appellate cases detailing the matter:

- (1) “whether [the underlying purpose of the legislative enactment] was actually intended to benefit or burden a particular member or members of a class instead of an entire class”;
- (2) “[w]hether particular individuals or entities are identified in the statute”;
- (3) “[t]he substance and ‘practical effect’ of an enactment”;
- (4) “[i]f a particular individual or business sought and received special advantages from the Legislature, or if other similar individuals or businesses were discriminated against by the legislation”;
- (5) “[t]he public need and public interest underlying the enactment, and the inadequacy of the general law to serve the public need or public interest”;
- and
- (6) “whether [the legislative enactment is] arbitrary and without any reasonable basis[.]”

See generally Howard Cnty. v. McClain, 254 Md. App. 190, 198 (2022). The intent of this ZTA appears to be to increase the developmental footprint of industrial buildings—particularly distribution-styled warehouse buildings—on lots under the control of Russ Richardson. The few parcels further north of the Millington area that are zoned Industrial or Employment Center and are close enough to 301 to theoretically fall within the scope of the ZTA are nevertheless disconnected from county water and sewerage and will remain so for the indefinite future, at least until such time as an entirely new comprehensive zoning ordinance rewrite occurs. Of those on the southern end near the county border, Mr. Richardson owns nearly all developable land able to take advantage of this ZTA, and the few remaining parcels are too small to feasibly support distribution warehouses at all, much less warehouses with required parking and required setbacks. The practical effect is therefore to benefit one man’s developmental goals in a manner distinct from all other similarly zoned land in the county. He has sought out this special advantage directly, there is no apparent rational basis for narrowing the ZTA’s application such that it only applies

to this singular cluster of land in the entire county. Lastly, there is no apparent public need for augmenting (or rather, removing) developmental restrictions for this single landowner. Such development can still proceed under the established maximum height rules in the county, which are in place to help preserve the rural character of even the more commercially developed land in Kent County. As the contemplated development is still permitted under existing restrictions, the general law is adequate to address its existence, and any argument that the law needs to be changed fundamentally proceeds with the goal not of fixing a special evil/legal oversight but of maximizing personal financial gain contrary to the established land use fabric of the county.

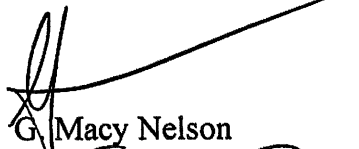
Fortunately, the Planning Commission has recommended disapproval of the ZTA as proposed, citing the lack of public need in particular. However, it proposed a different conception of the ZTA as a conditional use option for all Industrial, Commercial, and Employment Center zones county-wide, which creates an entirely different problem. Simply put, a ZTA that has county-wide effect in so many different zones should be part of the general comprehensive zoning effort that is ongoing in the county. Changing the ordinance in such a way that these types of larger facilities can find purchase in multiple different communities throughout the county, without any opportunity for public comment on the same, is antithetical to the principles and law governing the comprehensive rezoning process. The footprint and visual impact of a 60-foot-tall facility is demonstrably greater than that of a 45-foot-tall facility, particularly with the low skylines common to Kent

Letter to Kent County Commissioners
June 16, 2023
Page 4

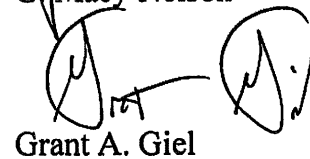
County, and therefore such a change should receive the full scrutiny afforded to other changes considered in the comprehensive zoning process.

In either instance, we think the ZTA should be denied as a matter of course. Neither the original ZTA or the Planning Commission's alternative suffice as justification for its passage, and while the Planning Commission's alternative is better than the original ZTA, it is only appropriate in the context of full rezoning. We therefore recommend that you deny the ZTA as written.

Very truly yours,



G. Macy Nelson



Grant A. Giel

June 16, 2023



Commissioners Fithian, Nickerson and Price,

I am John Swain. My wife and I live on W Edge Rd bordering Mills Branch.

I am opposed to the Text Amendment requesting a height increase from 45' to 60' in the Employment Center zone on Edge Rd.

My wife has kept me informed of meetings, letters, discussion and the recent Public Hearing on 6/13/2023. I was able to attend some meetings, but I was working that day and unable to attend the Public Hearing.

I understand that former commissioner Tom Mason spoke at the Public Hearing and chastised homeowners for not doing their due diligence regarding zoning when purchasing their property in the past 20 years. Harsh but true in retrospect.

Without reiterating all the concerns and challenges expressed these past months I would like to challenge you, Commissioners, to heed Mr. Mason's advice:

DO YOUR DUE DILIGENCE!!

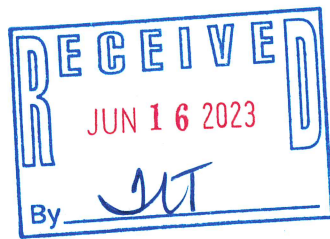
You have heard testimony and been given letters with references and studies about the effects of warehousing on communities. Don't let haste and ignorance blind you to lessons to be learned and safeguards to be put in place. Mr. Richardson has been buying property along the 301 corridor for years, he is not going to be going away quickly. **Slow down and be thorough.**

It would be a sad day for this small county to join the ranks of those who regretted their decision to let these gargantuan warehouses in.

Thank you,

John E Swain

6/13/2023



*copy of
the letter
I read @
the public
hearing.* *MB*

Commissioners Fithian, Nickerson and Price:

Melinda Bookwalter. My husband and I live on W Edge Rd bordering Mills Branch.

We are opposed to the Text Amendment requested height increase from 45' to 60' in the Employment Center zoned acreage on Edge Rd parallel to Rte 301. Its property boundary includes forested wetlands and Mills Branch which flows into the Chester River.

Everton Industry has a contract with Russ Richardson to purchase this property and build two 256,000sq' logistics/distribution centers. The out of scale and massive size of these structures will greatly increase traffic, noise and pollution, while compromising the environment, quality of life, infrastructure and safety.

What we know:

- Mr. Richardson and Everton Industry requested a Text Amendment to increase the height of these buildings from the current 45', to 60' (which would also apply to the Commercial, Industrial and Employment Center zoned areas on the east side of Rte. 301).
- Their design firm LRK in Philadelphia recommended this increase to allow for robotics, automation and vertical storage technology.
- This increase raises the interior volume by 30%, creating more traffic, noise and pollution.
- There are 3 different types of distribution centers:
 - 1) Conventional: material movement is performed by people and mobile equipment
 - 2) Mechanized: material movement is assisted by mechanized, conveyance and sortation systems
 - 3) Automated: material movement is performed in part or in full by machines or robotics (Warehouse Distribution Center Design Concepts: mwpvl.com).
- Average Walmart Warehouse Worker hourly pay in Elkton is approximately \$15.37, which meets the national average.
- Text Amendments are easy to pass and hard to change, as per a Kent County Planning Commission member.
-

- Silos, grain elevators & distribution centers do NOT have equal impervious surface square footage!
- Millington's Planning Commission has submitted a letter opposing the height increase.
- Millington's Volunteer Fire Department has submitted a letter opposing the height increase for safety reasons.
- The Kent County Planning Commission found that the Text Amendment is not in the best interest of the public and gave it an unfavorable recommendation, with a suggestion that it be a special exception case by case.
- Multiple towns, cities, counties and rural areas have regretted their short-sighted vision in allowing these oversize distribution centers to come into their area and proliferate. Promises of jobs and revenue were overstated, infrastructure and quality of life were compromised.

What we don't know:

- What do we know about Everton Industry LLC and its deliverables regarding past projects?
- To what degree will robotics and automation eliminate jobs?
- To what degree will this hurried and short-sighted lack of information and experience from other areas harm our communities and the people who live here?

Please, Commissioners, do not in haste and without adequate research, make an ill-informed decision that could impact your friends, neighbors and families for generations to come.

There is time enough for thoughtful consideration.

Thank you for your time.

Melinda Bookwalter

410-708-3601 swain2@verizon.net

31638 W Edge Rd

Millington, MD 21651

Lacey Cox

From: Barbara Reed <barbreed022@gmail.com>
Sent: Friday, June 16, 2023 10:19 AM
To: Kent County Commissioners
Subject: Code Home Rule Bill No. 2-2023



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- KCIT Helpdesk

Dear Sirs:

I write you to ask for your vote in favor to update the permitted height of industrial structures in the route 301 corridor. It is of my opinion this change of adding 15 feet to the provision is necessary to attract present day investors. My hope is to see the tax base increase. This is vital and an opportunity that should not be missed.

It is likely jobs would be created with the possible return of a family restaurant and truck stop/fuel station, among other amenities. Presently, the derelict state of those long gone business establishments are an unattractive, dare I say an eyesore highlighting our county's economic struggles.

As heard during the public in-person attendance: "If not now, when?" I believe you three gentlemen are "The Who!"

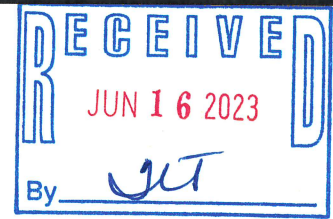
The time is now for positive change congruent with evolving business strategies in step with the plans for this area agreed upon decades ago.

Thank you for your kind consideration of this change.

Sincerely submitted,
Barb Reed
10661 Millbrook Drive
Chestertown, MD 21620

Lacey Cox

From: Ed Breitenbach <edsmachinellc@gmail.com>
Sent: Friday, June 16, 2023 9:35 AM
To: Kent County Commissioners
Subject: WHAREHOUSE CONCERNS



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- KCIT Helpdesk

Hello Commissioners, I moved my family to Kent County in 2015 from Glasgow, DE. We were lifetime residents of Delaware until then. Delaware had become way too busy with too much building and traffic, etc. We started looking and found a rather large lot with a home in Kent County. It was pretty much a dream spot for us and the Farm landscape that seemed much supported here gave us hopes of staying here indefinitely.

We live at 31430 Chesterville Bridge Rd. Millington, which is adjacent to the lot that is proposed as warehouse 1 location. We are opposed to raising height limits of buildings and are also opposed to any type of high cube warehouse. This is not what Kent County needs. This does not fit in with the Farming landscape. This brings no promise of any quantity of good jobs. This is my opinion: These owners and developers are rich people trying to get richer. Period. They DO NOT LIVE HERE !

They do not care about Kent County and its residents. The truck traffic, the noise, the pollution from diesel run-off and from an enormous amount of impervious ground from rooftops and paved parking areas will be detrimental to our land and waterways. The Mill Branch stream flows directly into the Chester River. Lighting from the parking areas may be terribly offensive to me and my neighbors.

Kent County does not need to give in to these owners/builders' detrimental requests. If they are to build in this designated growth area, then it needs to benefit Kent County and its residents. Once these decisions are made, it really can be a turning point for the face of Kent County. Specifically meaning that I feel that Kent is viewed as kind of a diamond in the rough, and it can stay that way with good decisions.

There are many beneficial buildings that could be built (doctors office professional center comes to mind) that could be scaled APPROPRIATELY. We hope you make the right choice on this matter. We also hope to stay put at our dream home location. Decisions around what is built in the surrounding areas may very well affect our decision to stay here. We moved here for a better quality of living and we have that now. It's pretty great. Please don't make decisions that would allow people that DON'T LIVE HERE take that away from us. Respectfully - Ed Breitenbach and Family

Lacey Cox

From: Jamie Williams
Sent: Friday, June 16, 2023 9:41 AM
To: Kent County Commissioners
Subject: CHR2-2023

Good Morning Commissioners,

I feel compelled to follow up as a result of the public hearing. I kept hearing large warehouse, gigantic warehouse, warehouse, warehouse, warehouse. The 60' request has been requested for others types of commercial development. Truck washes, equipment repair, manufacturing, hotels, food processing have been proposed in this area during my tenure alone.

One or two projects in this area will perpetuate other development of services such as a restaurant, a convenience store, maybe even a small scale target or home goods where our residents can shop. Saving them a few trips to Middletown. These types of businesses will not need 60' in height. Perhaps we would attract a developer for residential, affordable housing and increase our population.

I do have empathy for the residents that live close to the 301 corridor. I also have empathy for residents throughout the county who are struggling to keep pace with the rising cost of living. This proposal affects EVERY Kent County citizen.

My understanding is about 10 positions we're eliminated in the FY24 budget process. My fear is in future years more positions will need to be eliminated. I'm especially concerned about public safety positions.

I'm also concerned that the Millington Fire Company and Planning Commission spoke out against a ZTA based solely on not having adequate equipment or housing for the equipment. Isn't this precisely why fire companies have MOUs with surrounding companies? Fire suppression is addressed during project review, developers could be required to mitigate fire risk in many ways.

Did the elected officials, the Mayor and Council, weigh in on this amendment? If not, it's disingenuous to say Millington is against the project.

Has an alternative to increase County revenues been suggested by the opposition?

I'm weary of the Middletown comparison, Middletown wanted to grow. It was planned. Kent County is NOT planning for that scale of growth. Also MD regulations and our own zoning densities would not allow it.

Those are my final thoughts.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

RECEIVED

JUN 16 2023

KENT COUNTY
COMMISSIONERS OFFICE

SmB

8778 Orchard Drive
Chestertown, MD 21620

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

June 14, 2023

Dear Commissioner Fithian:

We write you to discuss the disadvantages of building a 45 or, even worse, a 60 feet tall warehouse in the Millington area of Kent County, specifically at the intersection of Morgnec Road and Route 301.

We have a personal concern about that intersection because in 1994 our daughter was one of two survivors in a fatal car accident that took two lives at that site. That terrible accident was one of the forces motivating the construction of the overpass and two roundabouts that made the intersection safer. But the bridge overpass and two small roundabouts were designed to handle cars and small trucks, not the 16-wheel semis and large trucks that would daily visit the proposed warehouse.

Because of where we live, we frequently travel the roundabout at the intersection of High Street and Morgnec Rd. Even though this roundabout has a wider circumference than those near Millington, we frequently observe tractor trailers needing to drive on the central circle of bricks in order to negotiate the turn. At times they have wheels in the air if they attempt to travel the circle too quickly. In short, we believe the current roads leading to the proposed building site are inadequate.

The cost to enlarge the roundabouts and bridge would be a considerable expense and undoubtedly have considerable negative impact on a bucolic area of Kent County. One need only visit Middletown, Delaware, during any weekday to see how the many large trucks moving through that area slow traffic, emit exhaust and noise as they travel to box stores and the Amazon supply center.

Not only are the increased traffic and inadequate infrastructure serious concerns, but also the health of the nearby creeks and streams entering the Chester River as well as its ultimate destination, the Chesapeake Bay—all of which struggle with pollution. What is the impact on the environment if such a large warehouse were to be built? Has any environmental study been done? Quite apart from the ecological concerns, there is also an aesthetic consideration. Kent County is renowned for its scenic beauty, which would undoubtedly be marred by opening it up to large, ungainly warehouses. Again, consider the contrast between Kent County's stretch of Rte.301 and that running through Delaware.

The single argument we've heard that favors the building of this proposed warehouse always seems to concern the possibility of more jobs for Kent County residents. It is true that this county might benefit from such an outcome. But we'd question whether an increased number of jobs would be the reality. More and more warehouses are "manned" by automation, including robotic lifts and cranes. As is widely reported, the world is entering a new age of A.I. so that more and more work of all kinds will be done by machines, which will supplant the necessity of human staff. The more likely outcome of permitting this new structure is that citizens of Kent County will see very few new job openings created. They will, however, be reminded of a misguided decision every time they drive past a large ugly building that defiles the beauty of our county and that creates more problems that could have been avoided.

We appreciate your attention to the concerns expressed in this letter.

Sincerely,

A handwritten signature in black ink that reads "Barry Barrell". The signature is written in a cursive style with a large, sweeping "B" and a long, horizontal stroke at the end.

Barry Barrell

A handwritten signature in black ink that reads "Gerry Fisher". The signature is written in a cursive style with a large, sweeping "G" and a long, horizontal stroke at the end.

Gerry Fisher

Lacey Cox

From: B Vujanic <brendavujanic@outlook.com>
Sent: Thursday, June 15, 2023 8:25 PM
To: Kent County Commissioners
Subject: Commercial Development in Kent County

ATTENTION!

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- KCIT Helpdesk

Dear Commissioner Fithian, Commissioner Nickerson, and Commissioner Price,

We're so grateful for so many things in Kent County and feel fortunate to live here. That being said, we're sincerely concerned about the possibility of allowing a huge distribution center being built near our home and the imminent impact it will have on our wonderful, local rural community. Unfortunately, we were traveling this week and unable to attend the live meeting to express our concerns in person.

- A few things we want to convey -
 - We recently waited 14 months for approval on a small addition on an existing deck because of our proximity to Mill Creek. It was a long wait but we didn't complain as we appreciate the process and the rules that are in place to protect our local waterways. We can't believe that a large distribution center - with all the concrete and asphalt, truck pollution, noise, etc - could possibly be built upstream so close to our beautiful creek that flows into the Chester River. In addition, how could they possibly meet the strict impervious surface requirements of our county?
 -
 - We are also very concerned about the impact of having increased tractor-trailer traffic in our area, especially with new drivers and many senior citizens in our community.
 - We have read numerous articles about the degradation of air quality around the areas of large distribution centers which is obviously very concerning.
 - I'm a breast cancer survivor who was told at the time of diagnosis that my cancer is most likely a result of environmental carcinogens as there is no family history. You can only imagine the stress and anxiety caused by the idea of toxins being in the air near our home.
 - Lastly, we obviously have serious concerns about what impact a distribution center will have on our property value as well. We never planned to sell our "little piece of heaven" but

unfortunately we would have no choice but to move to maintain a healthy living environment if the distribution center is built near us.

-

We aren't against expansion or growth in Kent County. There are many places where it makes sense and should be welcomed - like where Dixon Valve moved and the new YMCA was built. Possibly in the more northern part of our county where there are entrances to 301 that could properly accommodate the truck traffic and not impact our local, small community. **There are so many reasons why this distribution project shouldn't happen in the Millington community.**

We voted for all three of you in good faith that you would continue to protect our beautiful county and those that reside here. Thank you for your service and please don't allow this distribution center to happen in our beautiful portion of Kent County!

Best regards,
Brenda & Mali Vujanic
Millington, MD

Sent from [Outlook](#)

June 15, 2023

Ronald H. Fithian, President Albert H. Nickerson, Member John F. Price, Member
Kent County Commissioners 400 High Street
Chestertown, MD 21620
Re: Letter of Support – Zoning Text Amendment

Dear County Commissioners:

We are pleased to write this letter of support on behalf of the Hometown Multimedia, LLC - WCTR Radio in support of the proposed Zoning Text Amendment that would regulate the permitted height of industrial structures in the 301 Corridor.

It is our understanding that allowing this increase in structure size in this area would potentially bring much needed economic growth and development in the county, and that only the parcels identified in the 301 corridor area would be affected. We also believe that adding the previously identified Industrial and Employment Center zoned parcels in Massey to the building height restriction change would be beneficial.

We are pleased that the Commissioners will consider this Zoning Text Amendment. We feel this type of controlled growth will bring a much needed improvement to the economic base of the area without any negative impact to the aesthetics of the community.

Sincerely,



Brian Moore

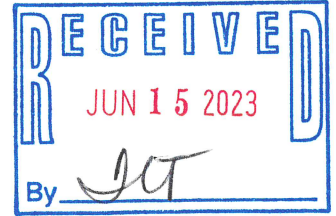


Leslie Sea



Tonya Thomas

From: william_kanto@verizon.net
Sent: Thursday, June 15, 2023 2:27 PM
To: Kent County Commissioners
Subject: 301 Corridor/proposal



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- KCIT Helpdesk

To Whom it May Concern:

I attended the meeting on Tuesday to listen and learn about the propose amendment to raise the building height from 45 ft to 60 ft along the 301 corridor. After the meeting, I feel compelled to voice my support for the project. 25 years ago the area was zone commercial. Since the zoning is not new and now 301 has become a major north south highway, Kent County needs to take advantage of this asset. Yes, I believe 301 is an asset like our beautiful rivers and farms. Allowing an entity to propose to have a structure of such height, does not guarantee the proposal will be granted. The proposal would provide our governing bodies flexibility. Since nobody disputes, Kent County needs to increase our tax base, we need to allow our governing bodies to have the flexibility to welcome news businesses and to maximize all of Kent Counties assets.

Thank you for your time,

William Kanto
Property Owner of 321 High Street
610-506-7947

June 14, 2023



Ronald Fithian, President, Kent County Commissioners
Albert Nickerson, Member
John Price, Member
100 High Street
Chestertown, MD 21620

Dear Commissioners,

Let's be clear about today's discussion. The question to be discussed and ultimately decided by the County Commissioners is whether there is a public need to increase the current zoning height restriction to 60 feet through the text amendment process for the benefit of Russ Richardson as he is the only one who owns property in the 301 corridor that is connected to county water and sewer and has already submitted a concept plan for a 45' structure.

This request is speculation as there is no actual project proposed thus we cannot even estimate the amount of additional revenue to be generated. As the height increase will change the cubic feet but not the square foot dimension, there may be no actual revenue increase at all depending on how taxes are calculated. No revenue increase, no public need.

Since there is no actual project, there has been no traffic study. We have not been informed as to whether a taller building will result in more tractor trailer traffic and thus more damage to our roads but any reasonable person would assume that truck traffic will be significantly higher. There has been no study to see whether revenue from such an imaginary building will be greater than the cost to the county of repairing and maintaining roads. Because the County's liabilities may be greater than revenue, there is certainly no public need.

The 45 foot height limit is not arbitrary. Rather, it was set because that is the greatest height that can be adequately screened. Once again, because there is no site plan, we have no idea what the set back would be or what other actions will be taken to mitigate the impact on the families who live in the vicinity. It is very likely that the property values of the homes in the area will be reduced in addition to increase in traffic and noise. There is no public need to put 60 foot warehouses across the street from families. It is very peculiar that on two instances, Chip McCloud, the attorney for the proposal, has praised how lucky he is to not have to worry about a warehouse in his front yard because that land around his house is preserved. Mr. McCloud also commented what a relief it was to drive into Kent County after seeing all the distribution centers and other

development in I 95 but he has no qualms imposing such development on the citizen of Millington.

Ironically, by increasing the height, there could be fewer jobs as the taller the warehouse, the greater the automation. Again, no public need. And we can expect to see our tourism revenues decline. I imagine there will be no ads or commercials touting our beautiful warehouses and tractor trailer congestion but people will see it with their own eyes as they approach the gateway to the County and decide to drive by.

Since warehouses do not generate a multiplier effect, that is no dollars from the existence of the building will return to the county from jobs or purchase of services or supplies, a taller building will not add to revenue. In comparison, the poultry industry had a multiplier of \$14 because of the wages, supplies and other businesses it supports. A warehouse is one of the worst developments when it comes to expense to revenue per acre ratio and increasing the height will not fix that, so no public need.

By approving the Zoning Text Amendment, the County Commissioners will be setting a very bad precedent. Going forward, Mr. Richardson will likely go to the County Commissioners to get relief or special treatment on any zoning restriction that he thinks should not apply to him. By setting up a parallel approval process for requests that the Planning Commission determines is not in the public interest is a very dubious path to take. The County will cede all bargaining leverage to get the best possible outcome. The only accountability will be at the ballot box. In Harford County, a recently elected County executive, Bob Cassilly, won his seat by proposing a moratorium on the uncontrolled proliferation of warehouses.

This process has revealed many flaws in the County's decision making process. Neither the Economic Development Department nor the Planning Department has done or hired someone to conduct an economic impact study or an environmental impact study to determine the long term liabilities including what will happen when these warehouses are abandoned in the future or if they will even be occupied in the first place. Long term liabilities are being ignored.

If we want to be successful and prosperous, we need to collect facts, learn from the mistakes of others to find out what we should avoid and what restrictions we should impose and how to maximize our return. A call to Executive Bob Casually would be a good first step.

Operating from fear that developers will run away if we tax them too much or increase the forest conservation act or require them to be considerate of our citizens is short-sighted. We have a valuable resource in our undeveloped land and if we are to pave it over, we should be compensated well and aware of the liabilities. Ignorance is no protection against consequences and there is no public need to support this Zoning Text Amendment.

Sincerely,

Judy Gifford
St. Brigid's Farm
12246 Locust Grove Road
Kennedyville, MD 21645

Lacey Cox

From: Shelley Heller
Sent: Thursday, June 15, 2023 10:52 AM
To: Kent County Commissioners
Subject: FW: Comments on 2-2023, for public comment by June 16
Attachments: Watson June 16 Testimony_2-2023.pdf

Another one.



Shelley L. Heller
County Administrator
Kent County, Maryland
400 High Street
Chestertown, MD 21620
(410) 778-4600
sheller@kentgov.org

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From: Elizabeth Watson, FAICP <aelizabethwatson@gmail.com>
Sent: Thursday, June 15, 2023 10:14 AM
To: Shelley Heller <sheller@kentgov.org>; William Mackey <wmackey@kentgov.org>
Subject: Re: Comments on 2-2023, for public comment by June 16

ATTENTION!

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- KCIT Helpdesk

Hi, Shelley and Bill - attached is a letter with some last thoughts, in reaction to Tuesday's hearing. Primarily, I thought the proponents for CHR 2-2023 were missing the point the opponents were making. They were not opposing support for economic development - in fact, you could probably get them all in a room to talk through making our economic prospects better, quite productively. Rather, they were opposing giving away our negotiating power by right. Get this wrong, and we'll be dealing

with lasting negative impacts and major costs, for a long, long time to come. Best regards - Elizabeth

A. Elizabeth Watson, FAICP

Heritage Strategies, LLC

p/ [410.725.1272](tel:410.725.1272)

f/ [866.504.9079](tel:866.504.9079)

www.heritagestrategies.com

226-B North Kent Street

Chestertown, MD 21620-1384

aelizabethwatson@gmail.com

On Mon, Jun 12, 2023 at 3:53 PM Elizabeth Watson, FAICP <aelizabethwatson@gmail.com> wrote:

Hi, Shelley and Bill - attached please find my testimony about the Zoning Text Amendment concerning development in the 301 corridor and height limits. I am unable to attend tomorrow owing to a medical appointment, but have arranged for a friend to present this testimony.

Kind regards - Elizabeth

A. Elizabeth Watson, FAICP

Heritage Strategies, LLC

p/ [410.725.1272](tel:410.725.1272)

f/ [866.504.9079](tel:866.504.9079)

www.heritagestrategies.com

226-B North Kent Street

Chestertown, MD 21620-1384

aelizabethwatson@gmail.com

226 N. Kent St., Apt. B
Chestertown, MD 21620
June 15, 2023

Ronald Fithian, President, Kent County Commissioners (KCC)
Albert Nickerson, Member
John Price, Member
100 High Street
Chestertown, MD 21620

By email only to wmackey@kentgov.org and sheller@kentgov.org

Dear Commissioners:

In the public hearing you held on June 13, Commissioner Fithian praised all presenters for their "professional" demeanor. For the most part, I agree!

I feel compelled, however, to summarize, as I really feel you should understand that what you were hearing from opponents, including me, was not an argument about whether Kent County needs more economic development or not – which seemed to be how the proponents were hearing our arguments. We do need more! And as an actual professional (consulting planner), I pledge to do my part to help.

Rather, opponents are arguing for more caution and study in light of bad experiences with warehouse development elsewhere and Kent County's complete lack of experience here.

The choice is WHETHER to retain negotiating power as we respond to changes requested by developers or allow extra height by right, and HOW to make any change: piecemeal outside the long-planned Comprehensive Zoning Update (CRU) you have promised versus making this decision process part of the CRU, which could (but is not currently) consider widening, modernizing, and streamlining economic development opportunities across the county. Lastly, this action effectively affects only one project (a massive one, out of proportion to Kent County's infrastructure capacity, and possibly an illegal special law under Maryland's Constitution) and does nothing to improve our community's overall economic prospects. You can still support economic development in Kent County by voting "NO" for CHR 2-2023.

All that the opponents are saying is: Not so fast, is this really a deal worth making, without more thought and safeguards?

Sincerely yours,

A handwritten signature in cursive script, appearing to read "A. Elizabeth Watson".

A. Elizabeth Watson, FAICP



TOWN OF BETTERTON

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

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

06/14/2023

Kent County Commissioners
400 High Street
Chestertown, MD 21620

Gentlemen,

I have reviewed the proposed text amendment to raise the height restriction along the Route 301 Corridor for certain commercial zoned properties and want to add my support to the proposed amendment.

The need for economic and employment opportunities within Kent County is great.

I believe that the proposed text amendment will increase the market availability of Kent County as an employment center moving forward.

With that being said, I can only speak for myself as I know that there are others that don't see the need for this amendment.

Again, I do support the proposed text amendment and hope that you will vote in favor.

Thank you for your time and consideration.

Sincerely,

Don Sutton
Mayor,
Town of Betterton, Maryland

Lacey Cox

From: Christina Stinchcomb <christinaeve22@gmail.com>
Sent: Thursday, June 15, 2023 6:51 AM
To: Kent County Commissioners
Subject: Subject: CHR 2-2023 Industrial Building Height

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- KCIT Helpdesk

Dear Kent County Commissioners:
Ron Fithian, President,
Albert Nickerson, Member,
John Price, Member,

I am writing to express my deep concern regarding the proposed zoning amendment related to increasing the warehouse height at the 301/291 corridor.

My husband and I moved to Kent County from Boulder, Colorado in 2015. One of the reasons we picked Kent County was for its natural beauty and the efforts behind maintaining the integrity of the area.

We witnessed Boulder County and the surrounding area lose their small town charm over the decades that we lived there. Urban sprawl killed what made it once so unique and special. Kent County is a treasure. It has so much going for it and can continue to draw residents and businesses that will add to its growth in ways that support its core values and ideals.

Kent kept out Walmart which was a big win for the county and one of the reasons we felt wholeheartedly that Chestertown was where we would choose to call home for what we hope will be the rest of our lives.

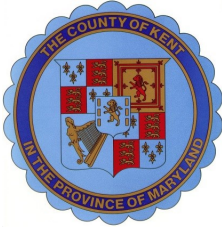
Please continue in this vein and stop the approval of this amendment which would have a devastating impact on the landscape, the residents, and the overall character of our special county.

We must take active steps towards protecting sustainability and work towards regeneration. If this amendment is approved, our county will suffer a tremendous amount of damage and so much of what we all love and appreciate about our county will be destroyed.

Thank you for your consideration,

Christina Stinchcomb

Christina Stinchcomb [Airy Hill Stables](#) 443.480.7369



Jillyn Coleman, Director, Parks & Recreation
7/18/2023
County Commissioners Meeting

Item Summary:

Recognition of Kent Youth Lacrosse (12 U) Coaches and Athletes.

ATTACHMENTS:

Description

07.18.23 Eastern Shore Youth Lacrosse Association Championship Certificates of Recognition



Certificate of Recognition

This is to certify that
Benjamin Crow
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Ronald H. Fithian, President

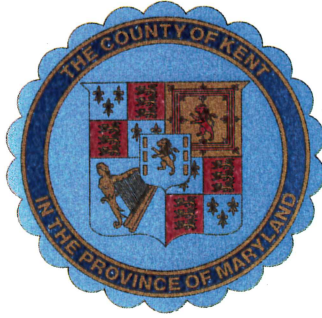
A handwritten signature in blue ink, appearing to read "Albert H. Nickerson", written over a horizontal line.

Albert H. Nickerson, Member

A handwritten signature in blue ink, appearing to read "John F. Price", written over a horizontal line.

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that

Blake Kohl

is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

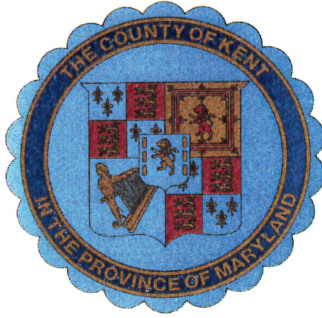
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Brayden Moore
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Ronald H. Fithian, President

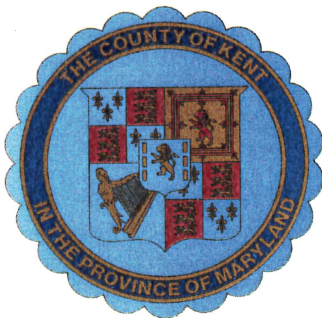
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

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

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Brooks May
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

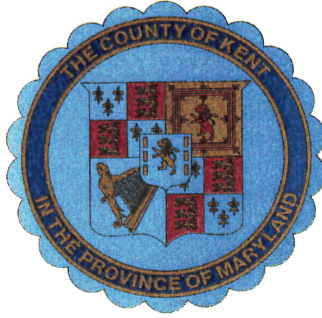
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Chapin Kusmider
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that

Charlie Fry

is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

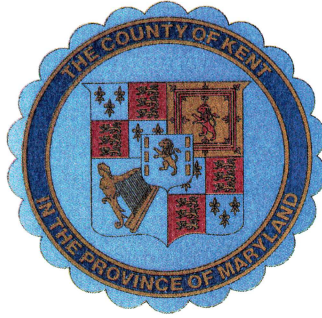
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Charlie Hickman
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

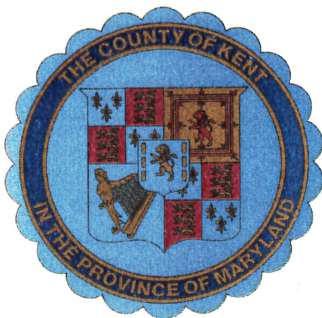
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Charlie Wick
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

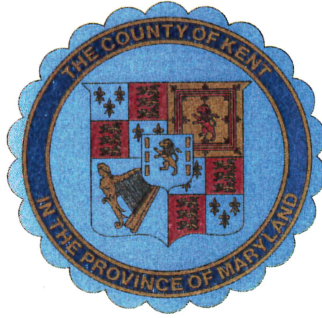
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Clay Fleetwood
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

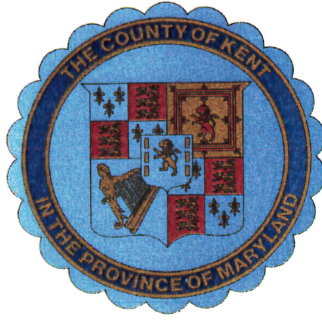
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to
Creg Fleetwood
is hereby recognized

for his service as a Lacrosse Coach for the Kent Honkers Lacrosse Team and for taking the team's youth athletes to the Eastern Shore Youth Lacrosse Association Championship and completing an undefeated season.

Such commitment and loyalty are admired and well respected by many of whom you have coached. We, The County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County youth and the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Ronald H. Fithian, President

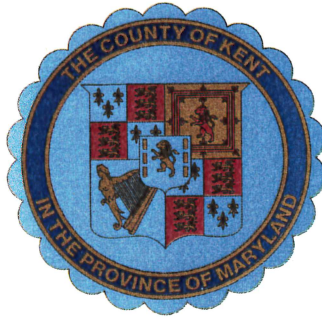
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

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

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to
Drew Walters
is hereby recognized

for his service as a Lacrosse Coach for the Kent Honkers Lacrosse Team and for taking the team's youth athletes to the Eastern Shore Youth Lacrosse Association Championship and completing an undefeated season.

Such commitment and loyalty are admired and well respected by many of whom you have coached. We, The County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County youth and the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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Ronald H. Fithian, President

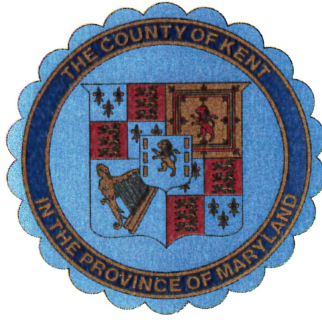
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

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

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to

Glenn May

is hereby recognized

for his service as a Lacrosse Coach for the Kent Honkers Lacrosse Team and for taking the team's youth athletes to the Eastern Shore Youth Lacrosse Association Championship and completing an undefeated season.

Such commitment and loyalty are admired and well respected by many of whom you have coached. We, The County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County youth and the community.

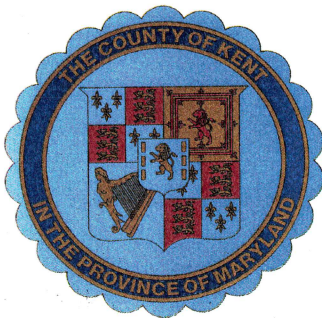
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Grant Campbell
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Harrison Snead
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
James Coleman
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

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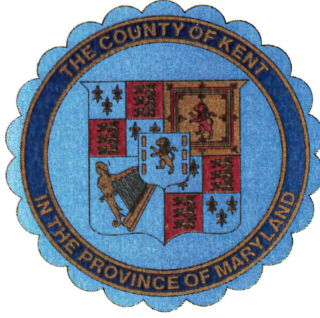
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Lawson Walters
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

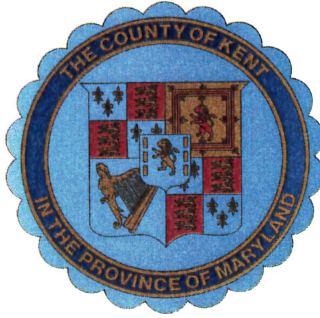
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Oakley Crabtree
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

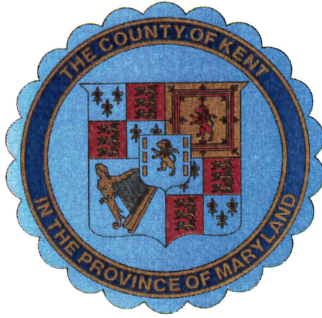
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that

Owen Fry

is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

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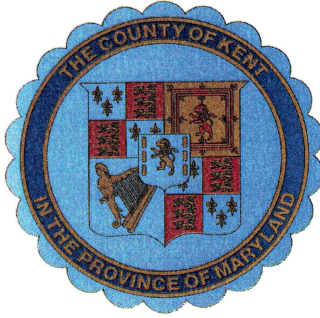
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Paul Tue IV
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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Ronald H. Fithian, President

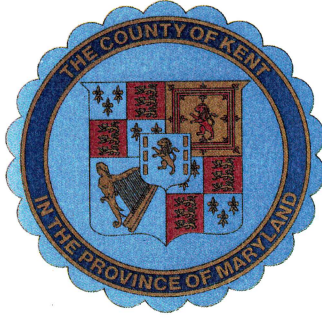
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

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

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that

Ronan Newcomb

is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

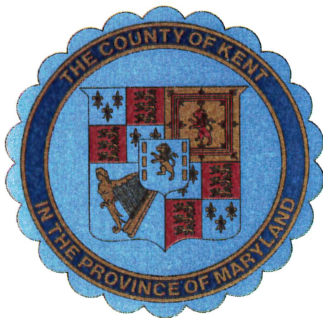
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that
Thomas Wooten
is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

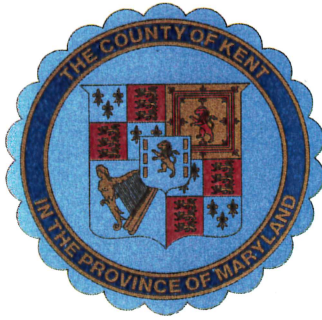
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to

Trey Kohl

is hereby recognized

for his service as a Lacrosse Coach for the Kent Honkers Lacrosse Team and for taking the team's youth athletes to the Eastern Shore Youth Lacrosse Association Championship and completing an undefeated season.

Such commitment and loyalty are admired and well respected by many of whom you have coached. We, The County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County youth and the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Ronald H. Fithian, President

A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

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

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to
Wroth Newcomb
is hereby recognized

for his service as a Lacrosse Coach for the Kent Honkers Lacrosse Team and for taking the team's youth athletes to the Eastern Shore Youth Lacrosse Association Championship and completing an undefeated season.

Such commitment and loyalty are admired and well respected by many of whom you have coached. We, The County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County youth and the community.

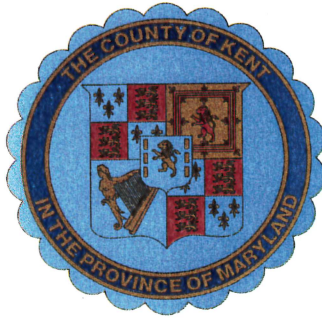
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

This is to certify that

Zac Gray

is hereby recognized

for his hard work and dedication to the Kent Honkers Lacrosse Team. His contribution helped his team complete an undefeated season.

We, The County Commissioners of Kent County, Maryland, are proud to recognize and honor the Kent Honkers 12U Lacrosse Team for winning the Eastern Shore Youth Lacrosse Association Championship.

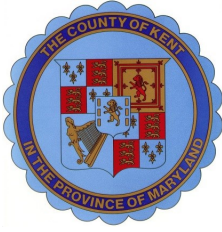
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Jillyn Coleman, Director, Parks & Recreation; Dr. Tim Chizmar, State Medical Director, and Bryan Ebling, Region IV Coordinator, Maryland Institute for Emergency Medical Services Systems; Tim McDonald, Captain, and Travis Nelson, Sergeant, Maryland State Police
7/18/2023
County Commissioners Meeting

Item Summary:

Recognition of Betterton Beach Lifeguards

ATTACHMENTS:

Description

07.18.23 Betterton Beach Lifeguards Certificates of Recognition



Certificate of Recognition

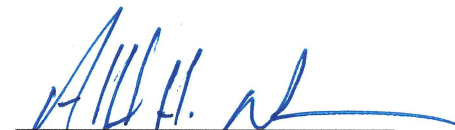
This is proudly presented to
Gillian Bonass
is hereby recognized

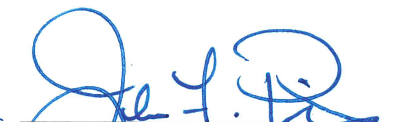
in recognition of your outstanding and exceptional act of courage in an emergency situation which resulted in the preservation of a life. Because of your quick response and courage, you will forever be a Hero.

Kent County applauds you for your heroic actions. We, the County Commissioners of Kent County, Maryland, thank you for your professionalism and public service to the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

July 18, 2023



Certificate of Recognition

This is proudly presented to
John Connolly
is hereby recognized

in recognition of your outstanding and exceptional act of courage in an emergency situation which resulted in the preservation of a life. Because of your quick response and courage, you will forever be a Hero.

Kent County applauds you for your heroic actions. We, the County Commissioners of Kent County, Maryland, thank you for your professionalism and public service to the community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

July 18, 2023



Certificate of Recognition

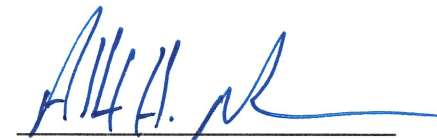
This is proudly presented to
Henry Martinez
is hereby recognized

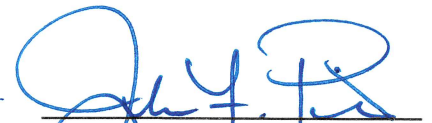
in recognition of your outstanding and exceptional act of courage in an emergency situation which resulted in the preservation of a life. Because of your quick response and courage, you will forever be a Hero.

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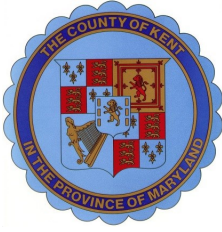
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member

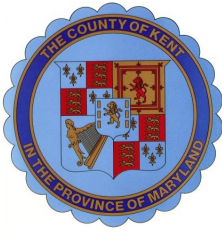

John F. Price, Member

July 18, 2023



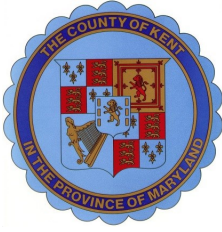
Jillyn Coleman, Director, Parks & Recreation
7/18/2023
County Commissioners Meeting

Item Summary:
Departmental Update



Lisa Mazingo, Director, Kent Family Center
7/18/2023
County Commissioners Meeting

Item Summary:
Departmental Update



Scott Boone, Director, Information Technology
7/18/2023
County Commissioners Meeting

Item Summary:

SHI International Contract for Microsoft Licensing Renewal

ATTACHMENTS:

Description

07.18.23 SHI International Contract, Microsoft Licensing Renewal, Program Signature Form, Volume
Licensing Agreement No. 01E73420



Program Signature Form

MBA/MBSA number

Agreement number

01E73420

5-0000010369580

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment	MD002
Amendment	M723((NEW)
Product Selection Form	1351217.003_PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Kent County, MD
Signature*	<i>Ronald H. Fithian</i>
Printed First and Last Name*	Ronald H. Fithian
Printed Title	President
Signature Date*	7-18-2023
Tax ID	526000974

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Enterprise Enrollment- Custom

State and Local

Enterprise Enrollment number (Microsoft to complete)		Proposal ID/Framework ID	MD002
Previous Enrollment number (Reseller to complete)		Earliest expiring previous Enrollment end date ¹	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI").. Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

c. **Transitions.** The following requirements apply to Transitions:

(i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

(ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period

(iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.

(iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

(v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

(i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

(ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.

(iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. Order requirements.

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
 - (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
 - (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
 - (iv) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
 - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
 - (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
 - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not

previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. *End of Enrollment term and termination.*

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* Kent County, MD

Contact name* First April Last Bitter

Contact email address* abitter@kentgov.org

Street address* 400 High St.

City* Chestertown

State/Province* MD

Postal code* 21620-1312

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* US

Phone* 410-778-5315

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:

Microsoft account manager email address:

- d. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- e. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* US

Contact name* Alexis Levers

Phone* 888 764 8888

Contact email address* MSTeam@shi.com

** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? No

This form must be attached to a signature form to be valid.

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement is entered into between the entities identified on the program signature form.

Effective date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to "day" will be a calendar day.

This agreement consists of (1) these agreement terms and conditions and the signature form and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate Enrollment entered into under this agreement, and (5) any order submitted under this agreement.

Please note: Several documents referenced in this agreement but not attached to the signature form may be found at: <http://www.microsoft.com/licensing/contracts> and are incorporated by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer and/or its Affiliates should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of

Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through its use of the Online Services.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place its initial order;

"Enterprise" means the Enrolled Affiliate and the Affiliates it chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs).

"License" means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate;

"Online Service" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or at a successor site.

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. *How the Enterprise and Enterprise Subscription program works.*

The Enterprise and Enterprise Subscription Program. The Enterprise and Enterprise Subscription programs establish a Customer's overall licensing framework and the applicable terms and conditions. Under the Enterprise program, Customer may license Products by entering into Enrollments. The Enterprise Subscription program offers Customer the same options as the Enterprise Program, but on a subscription basis, with an optional buy-out to obtain perpetual Licenses.

- a. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments.
- b. **Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. These License types as well as additional License Types are defined in the Product List.
- c. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.
- d. **Choosing and maintaining a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller authorized in the Enrolled Affiliate's location.
- e. **Pricing.**
 - (i) **Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Each Product pool will be assigned one of four price levels (A, B, C, and D). Enrolled Affiliate's Price Level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services and Additional Products ordered under any Enrollment.
 - (ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.
- f. **Order Requirements.** Order Requirements are outlined in each Enrollment.
- g. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. *Licenses for Products.*

- a. **General.** Enrolled Affiliate will have the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in the Product Use Rights, so long as Microsoft receives timely orders from Reseller for all required Licenses for such Products and complies with applicable license terms. The Licenses obtained under an Enrollment are not

related to any order or fulfillment of software media. The ability to use a Product ordered may be affected by minimum hardware or software requirements.

- b. **Use by Affiliates.** The Enrolled Affiliate may sublicense the right to use the Products to any Affiliates covered under its Enrollment, but Affiliate recipient of these Licenses may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.
- c. **When Licenses become perpetual.** The right to run any Product licensed under an Enrollment is temporary unless and until it becomes perpetual as follows:
 - (i) A License is temporary until Enrolled Affiliate's Reseller has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in this agreement.
 - (ii) Subscription Licenses are never perpetual. If a buy-out option is available, Enrolled Affiliate may obtain a perpetual License by exercising the buy-out option and paying for the License in full.
 - (iii) Enrolled Affiliate will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.
 - (iv) All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and such terms survive expiration or termination of this agreement or an Enrollment.
- d. **Perpetual Licenses through Software Assurance.** Perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which Software Assurance coverage was ordered. In the case of Early Termination, the terms in Section 7 titled "Term and Termination" will apply."
- e. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses obtained under its Enrollment.
- f. **Reorganizations, consolidations, and privatizations.** If the number of Qualified Devices or Qualified Users covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an Enrolled Affiliate, Microsoft will work with the Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an Enrolled Affiliate consolidates with a third party with an existing agreement or enrollment, Microsoft will work with the Enrolled Affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. *How to know what Product Use Rights apply.*

- a. **Product Use Rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to Enrolled Affiliate's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Enrolled Affiliate's use of that version, unless Enrolled Affiliate chooses to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.
- b. **Product Use Rights for earlier versions (downgrade).** If Enrolled Affiliate runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if

the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Enrolled Affiliate's use of those components.

- c. **Reservation of rights.** All rights not expressly granted are reserved.

5. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, if applicable, as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to use reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be owned from the source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.
 - (v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source.
 - (vi) This subsection does not create or extend any warranty or support obligation.

6. *Transferring and reassigning Licenses.*

- a. **License transfers.** You may transfer fully-paid perpetual Licenses:
 - (i) if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation; or

- (ii) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.
- b. Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses may be reassigned within the Enterprise as described in the Product Use Rights.

7. Term and termination.

- a. **Term.** The term of this agreement will be 36 months from the Effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days written notice. Such termination will merely terminate either party's and its Affiliates' ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollment or order not otherwise terminated, and any terms of this agreement applicable to any Enrollment or order not otherwise terminated will continue in effect with respect to that Enrollment or order. An Enrolled Affiliate may terminate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Enrollment are not appropriated or allocated for such purpose.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the breach. If the breach also affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this agreement and all other Enrollments under it, unless the basis for termination of the Enrollment is non-appropriation of funds to the Enrolled Affiliate, in which event Microsoft may only terminate the affected Enrollment(s). If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate its Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible products Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- h. **Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

8. *Restrictions on use.*

Enrolled Affiliate must not:

- a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or
- c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted in the Product Use Rights or in a separate written agreement.

9. *Non-Microsoft software or technology.*

- a. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Enrolled Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.
- b. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.
- c. If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

10. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that:

- (i) is, or becomes, publicly available without a breach of this agreement;
- (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
- (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
- (iv) is independently developed; or
- (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

- 1) it will not disclose the other's Confidential Information to third parties; and
- 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

- 1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
- 2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
- 3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

- 1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
- 2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
 - A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
 - B. accept responsibility for each Representative's use of Confidential Information.
- 3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek

the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

- d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

11. Warranties.

- a. **Limited warranty.** Microsoft warrants that:

- (i) Online Services will perform in accordance with the applicable Service Level Agreement;
- (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

- b. **Limited warranty term.** The limited warranty for:

- (i) Online Services is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;
- (ii) Products other than Online Services is one year from the date Enrolled Affiliate first uses the Product; and

- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of Products that Enrolled Affiliate is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will:

- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
- (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

12. Defense of infringement, misappropriation, and third party claims.

- a. Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.
- b. Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
 - (i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix;
 - (ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process;
 - (iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;
 - (iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

- c. Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:
 - (i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
 - (ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

- d. Rights and remedies in case of possible infringement or misappropriation.**
 - (i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).
 - (ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If

Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

- e. **Obligations of protected party.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

13. Limitation of liability.

- a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliate, their respective Affiliates and contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Enrolled Affiliate was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:
 - (i) Microsoft's and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
 - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
 - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;
 - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
 - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

- c. **Affiliates and Contractors.** Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

14. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.
- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

15. Miscellaneous.

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

Via Facsimile: (425) 936-7329

Microsoft may provide information about upcoming Enrollment deadlines and Online Services in electronic form. Such information may be provided by email to contacts provided by Enrolled Affiliate under an Enrollment, or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

- b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

- c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible. Subcontractors. Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.
- d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of Enrolled Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Enrolled Affiliate's state.
- f. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.
- g. **Entire agreement.** This agreement, the Product List, all Enrollments under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) an Enrollment; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under this agreement.
- h. **Survival.** Provisions regarding ownership and license rights, fees, Product Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, Microsoft's and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.
- i. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product.
- j. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- k. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.
- l. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- m. **Privacy and security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft. The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except

that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. For Online Services, additional privacy and security details are in the Product use rights.

- n. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- o. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- p. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.
- q. U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see <http://www.microsoft.com/exporting>.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

01E73420

000-jendunn-S-734

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, Customer, defined as a non-individually named natural person, Government, or other entity, is the user of the software and/or data and/or services and/or other products and/or services.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-03706
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
EA Agreement Amendment	EA (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* State of Maryland

Signature*

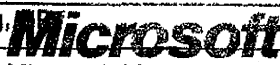
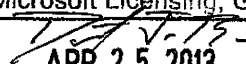
Printed First and Last Name* Elliot H. Schlanger

Printed Title* Secretary, Department of Information Technology

Signature Date* April 25, 2013

Tax ID 30002563

* indicates required field

Microsoft Affiliate	
Signature _____	 Microsoft Licensing, GP  APR 25 2013 David Racis Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Effective Date <u>4/25/2013</u> (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____
* indicates required field

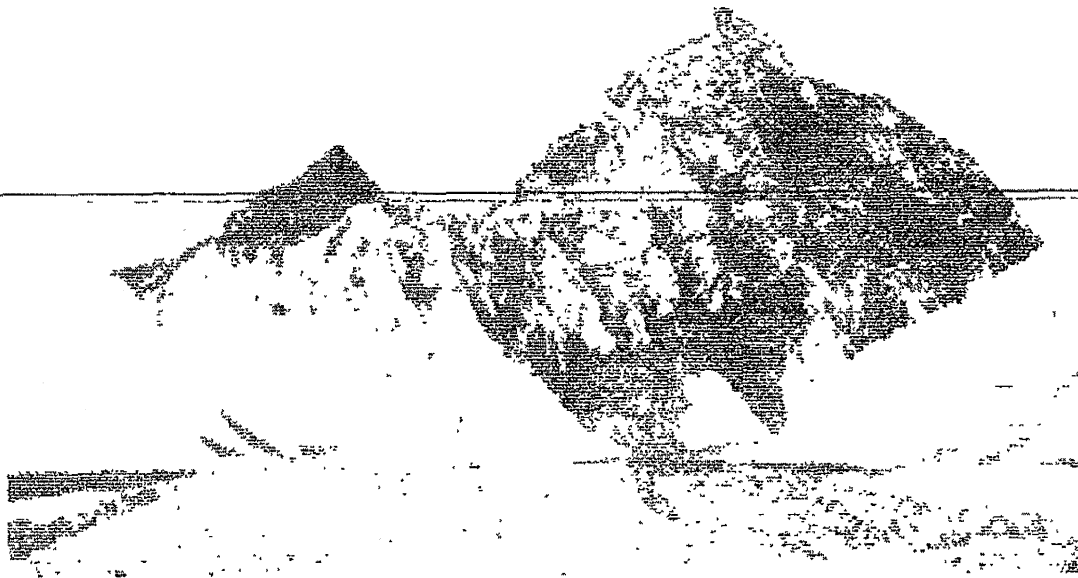
Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title* _____
Signature Date* _____
* indicates required field

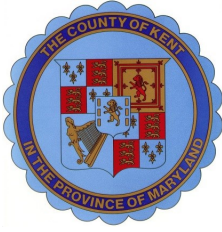
If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer
Email of Preparer





Pete Landon, Director, Office of Emergency Services
7/18/2023
County Commissioners Meeting

Item Summary:

The Fiscal Year 2024 Police Accountability, Community and Transparency grant application submitted by Kent County Board of County Commissioners, entitled "Kent County Law Enforcement Accountability Initiative," in the amount of \$94,036.00 has received approval under the Police Accountability, Community and Transparency Grant program.

The Kent County Board of County Commissioners Law Enforcement Accountability Initiative in 2024 will continue building our program to establish full accountability, transparency, and community relations measures in accordance with the Maryland Police Accountability Act of 2021. Grant funds will be directed to hiring a halftime administrative specialist; contracting with a technical consultant (accountability officer); recruiting a trial board chair (contract); purchasing equipment and office furniture; and funding required trainings and meetings.

ATTACHMENTS:

Description

07.18.23 Kent County Law Enforcement Accountability Initiative Grant Award, Police Community and Transparency Grant Program, Grant Award No. PACT-2024-0035



7/6/2023

Governor's Office of Crime Control and Prevention



Control Number:

45980

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: PACT-2024-0035

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Law Enforcement Accountability Initiative

Implementing Agency: Kent County Board of County Commissioners

Award Period: 07/01/2023 - 06/30/2024

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$94,036.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$94,036.00

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

Police Accountability Fund

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:

Director, Grants Administration

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronald H. Fithian, President

Typed Name And Title

7-18-2023

Date

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

D21A01.02 STATE



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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.



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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 JJDPA) 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: dlcivilrightscompliance_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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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.



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
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Project Title:	Kent County Law Enforcement Accountability Initiative		

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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
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Project Title:	Kent County Law Enforcement Accountability Initiative		

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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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 GOCOPYVS 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 15 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 10/15

10/01 - 12/31: reports due 01/15

01/01 - 03/31: reports due 04/15

04/01 - 06/30: reports due 07/15

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 15th of the following month.



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 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 15 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 30 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 15 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.



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
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Project Title:	Kent County Law Enforcement Accountability Initiative		

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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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.



Grant Award - General Conditions

Grant Award Number:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

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:	PACT-2024-0035	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative		

1 General Conditions

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 GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award 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."

- 3 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.
- 4 Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.
- 5 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.
- 6 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 7 A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCPYVS by uploading contract under the document tab of the award.
- 8 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.

**Budget Notice**

Grant Award Number:	PACT-2024-0035	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Kent County Law Enforcement Accountability Initiative	
Implementing Agency:	Kent County Board of County Commissioners	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$94,036.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$94,036.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Administrative Specialist - .50	Fringe	Grant Funds	\$6,855.00
Administrative Specialist - .50	Salary	Grant Funds	\$22,850.00
Personnel Total:			\$29,705.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
Travel related to meetings/trainings	Grant Funds	1	\$3,375.00	\$3,375.00
Travel Total:				\$3,375.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Consultant: Accountability Officer	Grant Funds	800	\$58.00	\$46,400.00
Contract: Trial Board Chair (retired judge)	Grant Funds	10	\$650.00	\$6,500.00
Contractual Services Total:				\$52,900.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Additional office furniture - contractor	Grant Funds	1	\$1,556.00	\$1,556.00
Laptops	Grant Funds	2	\$1,500.00	\$3,000.00
Office furniture -- Admin. Specialist	Grant Funds	1	\$3,500.00	\$3,500.00
Other Total:				\$8,056.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/3/2023



Governor's Office of Crime Control and Prevention



Control Number:

45980

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Programmatic Reporting

Submitted Date:

Grant Award Number:	PACT-2024-0035
Sub-recipient:	Kent County Board of County Commissioners
Project Title:	Kent County Law Enforcement Accountability Initiative
Implementing Agency:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024
	CFDA: State General Fund

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 (36)

1	Number of trainings conducted to address implicit bias by officers	
2	Number of officers receiving physical fitness agility testing	
3	Number of officers screened by a licensed mental health provider	
4	Number of officers who received professional development training	
5	Number of officers trained on the appropriate use of force techniques	
6	Number of officers trained on de-escalation of conflict techniques	
7	Number of officers trained on peer bias intervention	
8	Number of citizen police academies conducted	
9	Number of officers who received tuition reimbursement	
10	Percent of change in biased-based complaints	
11	Percent of sworn officers who passed the mandatory annual physical fitness agility test	
12	Percent of change in use of force complaints	
13	Percent of citizens who have a positive opinion of the police in their community based on having gone through a citizens' police academy	

14	Number of body-worn cameras deployed	
15	Number of weapon/holster enabled detection/notification systems for unholstering and/or discharging of a firearm deployed	
16	Number of officers trained on virtual reality devices or scenario-based systems	
17	Percent of cases body cameras assisted with the prosecution of criminal cases	
18	Percent of complaints in which BWC video footage exonerated the officer(s)	
19	Number of officers who received remedial training following a supervisory review of BWC video footage	
20	Number of officers who received remedial training because of unholstering and/or discharging of a firearm upon detection/notification	
21	Number of cases identified by a law enforcement peer(s) and referred to internal affairs	
22	Number of officers identified in the Early Intervention System	
23	Number of times the public-facing Misconduct Database was utilized by complainants	
24	Number of Use of Force incidents that were out of policy	
25	Number of citizens served by a law enforcement-based victim advocate	
26	Number of officers referred to an Employee Assistance Program	
27	Number of Police Accountability Board (PAB) hearings held	
28	Number of times body-worn cameras were utilized in an internal investigation	
29	Percent of change in the number of Use of Force complaints because of early intervention	
30	Percent of public-facing misconduct database complaints were unfounded or non-sustained	
31	Percent of change for Use of Force complaints that were not according to agency policy	
32	Percent of officers who received employee assistance from an agency or agency-approved program	
33	Percent of cases BWC video footage exonerated the officer(s)	

34	Percent of complainants who reported a positive attitude toward law enforcement after receiving assistance from a law enforcement-based victim advocate	
35	Percent of PAB cases recommended administrative charges	
36	Percent of PAB cases that resulted in criminal charges	

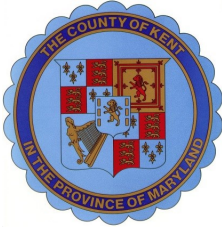
Progress Report Questions (11)

1	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.
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, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.
4	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.
5	Did your agency experience any problems or delays from the time equipment was ordered to the time it was received?
6	Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.
7	Is your agency following the spending plan described in your application? If not, please explain.
8	Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.
9	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.
10	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
11	Only Required to be Completed in the Final Quarter of the Grant Period: What projects have you accomplished with the grant award? List accomplishments/successes and/or best practices developed through this grant funded program. Have all intended projects been completed? Please note any delays in project completions.

Signed: _____ **Date:** _____

Project Director - Heller, Shelley (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____



Pete Landon, Director, Office of Emergency Services
7/18/2023
County Commissioners Meeting

Item Summary:

In 1996, the Kent County Commissioners started the Emergency Medical Services (EMS) system to assist the volunteer ambulance companies with the increasing number of medical calls and the decreasing number of volunteer responders. Since the Sheriff's Office already had a deputy who was licensed as a paramedic, he began to provide advance life support to the sick and injured in addition to law enforcement duties.

Since its inception in 1996, the EMS program has grown from 40 hour per week coverage to the current coverage of 24 hours, 7 days per week using full-time and additional part-time paramedics.

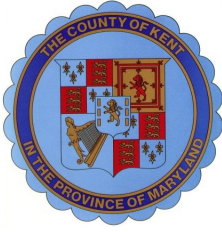
In 2018 The Kent County Commissioners approved the hiring of 3 Emergency Medical Technicians (EMT) to supplement the volunteer ambulance companies located in Rock Hall and Galena with ability to provide a transport unit during the daytime coverage.

In 2019 The Kent County Commissioners approved the hiring of 2 additional EMT to increase the supplemental coverage to 7 days a week during for volunteer ambulance companies located in Rock Hall and Galena.

In 2024 the Kent County Commissioners will be updating all of the cardiac monitor/defibrillator equipment replacing outdated and in some instances obsolete equipment. This action will ensure continued efficient emergency cardiac care measures safeguard Kent County residents and visitors.

ATTACHMENTS:

Description



Jamie Williams, Director, Economic and Tourism Development
7/18/2023
County Commissioners Meeting

Item Summary:

Upper-Shore Regional Council Memorandum of Understanding for Chestertown Business Campus

ATTACHMENTS:

Description

07.18.23 Memorandum of Understanding, Between the Upper Shore Regional Council and the County Commissioners of Kent County, Chestertown Business Campus, Rural MD Economic Development Fund

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UPPER SHORE REGIONAL COUNCIL AND THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND**

RECITALS

WHEREAS, as a result of an application for Rural Maryland Economic Development Fund (hereinafter "RMEDF") monies, the Upper-Shore Regional Council (hereinafter "USRC") has received RMEDF grant funding from the Maryland Department of Commerce (hereinafter the "Grant Funding" or "Grant") pursuant to a Grant Agreement dated November 9, 2022 (hereinafter the "Grant Agreement").

WHEREAS, under the grant criteria established by the Maryland Department of Commerce (hereinafter "MDC" or the "Grantor"), USRC entertained project submissions from individual counties, including Kent County, Maryland, a political subdivision of the State of Maryland (the "County" or "Subgrantee"), for inclusion in USRC's grant application.

WHEREAS, on, August 23, 2022, the County Commissioners of Kent County (hereinafter the "Commissioners") approved the projects named herein below (the "Projects") and submitted them to USRC in application form along with a County support letter.

WHEREAS, on August 19, 2022, USRC Executive Board, along with the County Administrators for Kent, Cecil, and Queen Anne's Counties, subsequently reviewed and ratified the submission during a scheduled meeting and in a separate Resolution adopted on the same date. The Resolution further instructed the Executive Director or designee of USRC to include the Projects in the RMEDF grant application to the MDC.

WHEREAS, in accordance with the Resolution, the Projects were included in the RMEDF grant application and were accepted and approved by MDC as set forth in the Notice of Award as Exhibit A to the Grant Agreement.

WHEREAS, USRC is the applicant and grantee of the Grant Funding and is signatory to the Grant Agreement. Subgrantee is the legal entity to which the Grant Funding is awarded and is accountable to USRC, as the grantee, for the use thereof as set forth herein. Subgrantee is neither an applicant for the Grant Funding nor a signatory to the Grant Agreement.

WHEREAS, the Projects, as submitted to USRC by the Commissioners and accepted by the MDC as set forth above, are more fully described as follows:

1. Applicant: County Commissioners of Kent County, Project: Worton Service District Water and Sewer Extension,
2. Applicant: County Commissioners of Kent County, Project: Millington Wastewater Treatment Facility Expansion, and
3. Applicant: County Commissioners of Kent County, Project: Chestertown Business Campus.

July 18, 2023

NOW, THEREFORE, this Memorandum of Understanding ("MOU") is made on this 18 day of July 2023 by and between USRC and THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, whereby the parties witness the following:

1. Subgrantee shall comply with all requirements of MDC resulting from USRC's application for and receipt of Grant Funding as identified in the Grant Agreement, attached hereto, and incorporated herein by reference as Exhibit A to this MOU in accordance with the terms and conditions in the Grant Documents during the Grant Term.
2. Subgrantee shall adhere to all applicable laws, regulations, circulars, and guidelines related to the Grant and comply with the terms and cooperate fully and provide assistance with USRC's performance of all obligations required of USRC under the Grant Documents.
3. Subgrantee shall account for expenditures in accordance with generally accepted accounting principles and in accordance with the terms and conditions of the Grant documents.
4. Disbursements. USRC's financial obligation to Subgrantee under the Grant is limited to two hundred fifty thousand dollars (\$250,000.00) for the Chestertown Business Campus expressly approved in writing by MDC approved in writing by the MDC in the Notice of Award as Exhibit A in the Grant Agreement.
 - a. Disbursements from USRC to Subgrantee shall be made in one installment upon completion of the project.
 - b. Subgrantee hereby acknowledges that payment by USRC is contingent upon the availability of funds, and that USRC shall not be responsible for payment in the event that funds are not available to USRC.
 - c. If Grantor shall at any time disallow costs, renders costs ineligible, and seeks reimbursement of any payments made pursuant to the Grant Documents, Subgrantee shall indemnify USRC for such costs and reimbursements and all expenses related thereto, including attorney's fees. If such a repayment is required, USRC shall notify Subgrantee in writing of such requirement, and Subgrantee shall make repayment within fifteen (15) days of receipt of such notice.
 - d. Subgrantee shall not be entitled to any undisbursed portions of the Grant.
 - e. USRC may, at its option, require Subgrantee to repay all funds improperly expended by Subgrantee.
 - f. USRC's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by USRC for the performance of this Agreement. USRC's decision as to whether sufficient appropriations are available shall be accepted by Subgrantee and shall be final.
5. Record Keeping & Reporting.
 - a. Subgrantee shall comply with all requirements of the MDC resulting from USRC's application for Grant Funding and cooperate fully with USRC's efforts

- to comply with the requirements set forth in Section 4. Reports of the Grant Agreement.
- b. Subgrantee shall maintain accurate financial records, in a form acceptable to Grantor and USRC, of all transactions relating to the receipt and expenditure of the Grant funds, and to Subgrantee matching funds, if applicable.
 - c. Subgrantee shall retain all records and other documents relevant to the Grant Funding and this Agreement, including forms previously submitted to USRC in accordance with its requirements, for a period of no less than five (5) years from the Grant's completion date (or longer as required by the terms of the award or any pending litigation). Subgrantee shall make the aforementioned records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project, available to Grantor and USRC upon reasonable notice. Upon reasonable notice and during normal work hours, the Grantor and USRC may conduct inspections of the Project at any time during the term of this Agreement.
6. There will be no requirement to reimburse USRC for costs and expenses incurred by USRC for the administration of this Grant except as provided in this Agreement.
 7. Subgrantee shall provide required matching funds or program deficit funding, if applicable, in an amount and manner required by the Grant Documents.
 8. Subgrantee shall submit a modification request in a manner and form consistent with the requirements of the Grantor and USRC in the event that it becomes necessary to modify or alter the total amount of the grant, the amount of funds budgeted in a grant category or to modify or alter the terms of performance. A modification, if approved by USRC and Grantor, shall become part of this Agreement.
 9. Acknowledgement. Subgrantee shall use the USRC logo to credit and acknowledge USRC in all promotional materials relating to activities of the Project supported by this Agreement. Any organization receiving funds from USRC shall give credit to USRC whenever and wherever credit is being given, including written, oral, broadcast and internet. To ensure proper credit to the USRC Grantees shall:
 - a. Use USRC's name and logo on printed materials related to the grant;
 - b. Link to USRC's website from your organization's website where appropriate to the Project;
 - c. Include USRC's logo on event signage or publications at your events;
 - d. Acknowledge USRC's support in all presentations, videos or reports;
 - e. Announce USRC's grant funding in relation to the Project at one of your regular/special events or meetings; and
 - f. Mention the USRC's support in print, radio or television interviews given about the Project.
 10. Default & Remedies. USRC shall notify Subgrantee, in writing, of a default under this Agreement. Subgrantee has thirty (30) days from the date of such notice to cure the

default in a manner satisfactory to USRC and the Grantor. Upon the failure of Subgrantee USRC and the Grantor, USRC, in addition to the remedies set forth in the Grant Documents, shall have the following remedies:

- a. Subgrantee shall not be entitled to any undisbursed portions of the Grant;
 - b. USRC may, at its option, require Subgrantee to repay all funds improperly expended by Subgrantee; and
 - c. USRC may take all other actions available to it by law or in equity.
11. All covenants, agreements, representations, and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive close-out of the Grant and shall continue in full force and effect until Subgrantee, on behalf of USRC, has complied with all terms and conditions of any agreement executed by and between Grantor and USRC for the grant.
12. Notice. All reports, notices, consents, or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:
- a. To USRC:
 - i. Attention: Maureen O'Shea Fitzgerald
Grants Program Manager
122 North Cross Street
Chestertown, MD 21620
Phone: (443) 699-0195
 - b. To Subgrantee:
 - i. Attention: Jamie Williams
Director of Economic and Tourism Development
400 High St 3rd Floor,
Chestertown, MD 21620

or to such other address as the parties above shall have furnished to the other in writing.

13. Indemnification. Subgrantee releases USRC and agrees that USRC shall not have any liability for, and agrees to protect, indemnify and hold harmless USRC, from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against USRC as a result of actions taken or not taken by Subgrantee pursuant to the Grant Documents. All money expended by USRC as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs shall be immediately, and without notice, due and payable by Subgrantee to USRC.
14. Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and any disputes arising

out of this Agreement shall be decided in the Circuit Court for Kent County.

15. Terms. This Agreement has been duly executed and delivered by USRC and Subgrantee in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of USRC and Subgrantee.

- a. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In such a case, neither party shall be liable for any damages, penalties, demobilization, or contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.
- b. Subgrantee and its officers or directors shall have no authority to bind or obligate USRC to any contract, undertaking or obligation without the express written authorization of USRC except as specifically enumerated in the Grant Documents or this Agreement.
- c. By entering into this Agreement, USRC and its "employees", as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article* of the *Annotated Code of Maryland*, do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability, all as may be provided for by law. No provision of the Grant documents or this Agreement modifies or waives any provision of the *Local Government Tort Claims Act* or the *Maryland Tort Claims Act*.

16. Miscellaneous.

- a. In the event during the Term of this Agreement any disputes arise between the parties in connection with performance of this Agreement, each party shall make reasonable efforts to resolve the dispute by mutual negotiation, adjustment, and compromise.
- b. The failure of a party to enforce, at any time, a provision of this Agreement or to exercise any right which may be provided herein shall in no way be construed to be a waiver of such provision or right, nor in any way affect the validity of this Agreement or any part thereof or the right of the party to enforce thereafter each and every provision and right.
- c. Subgrantee certifies that it now complies and will continue to comply with all federal, state, and local laws and regulations pertaining to equal employment opportunity practices.
- d. It is not intended by any of the provisions of the Grant documents or this Agreement to create in the public, or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of USRC and the Grantor, and notwithstanding concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of this Agreement.
- e. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable in contract for performance obligations arising under the Grant documents or this Agreement, and any extension or renewals thereof, provided they are acting within the course and

scope of their employment or governmental duties and responsibilities, and further provided that the contract is authorized by law and appropriations have been made for performance of this Agreement.

17. Validity & Severability. If this Agreement is declared or found in its entirety to be unconstitutional, illegal, unenforceable, null, or void by a court of competent jurisdiction then both parties shall be relieved of all obligations arising under this Agreement and the parties shall proceed as if this Agreement was terminated pursuant to provision 14(a). In the event any individual provision or any portion of a provision is found to be unconstitutional, illegal, unenforceable, null or void by a court of competent jurisdiction then that individual provision or portion thereof shall be stricken from this Agreement and both parties shall be relieved of all obligations arising under such provision or portion thereof. However, it is the intent of the parties to sever only the invalid provision or portion and that the remainder of this Agreement and any affected provision shall remain enforceable and valid to the extent allowed by law. Notwithstanding this, in the event the deleted provision or portion would defeat the clear purpose of this Agreement or otherwise would make this Agreement impossible to perform then this Agreement shall be terminated just as if this entire Agreement had been found unconstitutional, illegal, unenforceable, null, or void.
18. Entire Agreement. The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understandings, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.

Notwithstanding the foregoing, it is understood, acknowledged, and agreed that USRC is merely a "pass-through" for the Grant Funding and intends to enter into an agreement with the Project applicant identified in this MOU.

Neither party to this MOU shall be deemed the agent, servant, or employee of the other, nor shall this MOU be construed as a contract to procure goods or services under the laws of the State of Maryland.

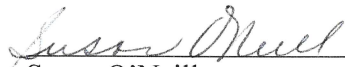
This MOU will terminate on December 31, 2024.

This space intentionally left blank.

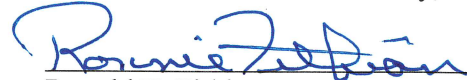
Document Execution

The parties acknowledge by their signatures below their agreement to the terms and conditions contained herein:

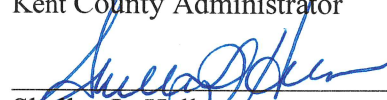
Upper Shore Regional Council

 07/13/23
Susan O'Neill Date
Executive Director

Commissioners of Kent County, Maryland

 7-18-2023
Ronald H. Fithian, President Date

Kent County Administrator

 7-19-23
Shelley L. Heller Date

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the 16th day of November, 2022, by and between the DEPARTMENT OF COMMERCE, a principal department of the State of Maryland (the "Department"), and Upper Shore Regional Council ("Grantee").

RECITALS

1. The State Budget Bill for Fiscal Year 2023, Chapter 484 of the Laws of Maryland of 2022 (the "Legislation"), appropriated \$50,000,000 to the Department to provide grants to the State's five rural regional councils to support economic development projects of significant economic impact within each of the counties within their regions.
2. Under the Legislation, the regional councils may re-grant these funds to the counties for projects including infrastructure, capacity building, workforce development and entrepreneurship and innovation. Funds may not be re-granted to private sector entities, but may be used to procure goods or services from private or public sector entities to carry out or advance economic development projects (the "Program").
3. The Department shall award up to \$10,000,000 of the Program funds appropriated to the Department as a grant to Grantee (the "Grant" or "Grant Funds"), to be used for the purposes more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant; Eligible Administrative Costs; Requirements for Recipients of Grant Funds.

(a) (i) The purpose of the Grant is to enable Grantee to provide funding for economic development project proposals submitted by Grantee to the Department and approved by the Department, which are listed in the award letter from the Department to Grantee attached as Exhibit A to this Agreement and are hereinafter referred to as "Eligible Projects".

(ii) Grantee and subgrantees may use up to 3% of the total Grant Funds provided under this Agreement to cover eligible administrative costs of providing funding and necessary support for Eligible Projects. For the purpose of this Agreement, eligible administrative costs shall mean (a) expenses incurred to hire new staff or to hire contractors in order to implement the Program funding and support contemplated by this Agreement or (b) expenses incurred for additional copying, printing, or information

technology services/needs directly attributable to administration of the Program funding and support contemplated by this Agreement. Expenses for existing staff and operational overhead shall not constitute eligible administrative costs under this Agreement. Grantee must provide the Department with any documentation required by the Department to show that the Grant Funds were properly used to cover eligible administrative costs. If the Department determines that the Grantee or subgrantees (a) spent Grant Funds for expenses in excess of the 3% allowed for eligible administrative costs, (b) used Grant Funds to pay for expenses that were not eligible administrative costs, or (c) otherwise used Grant Funds improperly, the Department, at its sole discretion, may (a) require the Grantee to pay back the portion of the Grant Funds used improperly and/or (b) take any action allowable to the Department as if the Grantee had defaulted under this Agreement.

(iii) Request for Demographic Information from Recipients of Grant Funds under Eligible Projects: For funding providing by Grantee to third parties in connection with Eligible Projects under the Program (sub-grantees, contractors, and subcontractors), Grantee shall include or cause to be included among the funding documentation (sub-grant agreements, contracts and subcontracts for goods or services), a request for information about the entity's demographic information, in the form attached as Exhibit B to this Agreement.

(b) Eligible Projects

Grant Funds shall be disbursed by Grantee for Eligible Project costs no later than November 30, 2024. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit C.

4. Reports.

(a) Grantee shall submit to the Department reports detailing the use of the Grant Funds on the schedule set forth in subsection (b) of this Section. The reports shall include:

(i) a report in the form attached hereto as Exhibit D, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for demographic information Grantee is required to request of each recipient of Grant Funds under the Program, as provided in Exhibit B of this Agreement, along with a summary of the results obtained from the responses.

(b) The reports specified in subsection (a) of this Section are due on the following schedule:

- (i) June 30, 2023;
- (ii) December 31, 2023;
- (iii) June 30, 2024; and
- (iv) December 31, 2024.

(c) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(d) Grantee shall require all recipients of Grant Funds to (i) maintain records evidencing compliance with the requirements of the Program for a period of five (5) years from the date of receipt of the Grant Funds, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the recipient relating to the Grant Funds.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State, and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form that complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or proceeds of the Grant during such person's tenure, shall have any interest, direct or has exercised any authority over any economic development projects funded with indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department that are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement; (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement; or (iii) fails to promptly return proceeds of the Grant that were not used to fund Eligible Projects by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant Funds to covenant that it will not discriminate on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee and recipients of Grant Funds shall include a clause similar to this clause in all subcontracts. Grantee, recipients of Grant Funds, and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee and recipients of Grant Funds shall not retaliate against any person for reporting instances of such discrimination. The Grantee and recipients of Grant Funds shall further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of projects funded by proceeds of the Grant.

9. Press Releases. The Department, Grantee, counties, and project applicants may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Projects. To the extent permitted by law and subject to appropriations, money expended by the Department 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 from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Department shall be sent to:

Lori A. Ratzburg, Senior Director
Regional Growth & Retention
Department of Commerce
401 East Pratt Street
Baltimore, Maryland 21202
lori.ratzburg@maryland.gov

(ii) Communications to Grantee shall be sent to:

Name: Susan O'Neill
Title: Executive Director
Address: 122 North Cross Street Chestertown, MD 21620
Email: soneill@kentgov.org

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name: Susan O'Neill
Title: Executive Director
Address: 122 North Cross Street Chestertown, MD 21620

Email: soneill@kentgov.org
Telephone: 410.382.0235

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

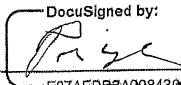
19. Termination Prior to Expiration of Term Period. The Grantor and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the Eligible Projects incurred by Grantee prior to

termination. Grantee shall return to Grantor any Grant Funds in excess of actual Eligible Projects incurred received prior to such termination.

20. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed, and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

DocuSigned by:
By: 
F07AFD93A098439
Signe Ringie
Deputy Secretary

GRANTEE:

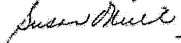
By:  (SEAL)
Name: Susan O'Neill
Title: Executive Director



EXHIBIT A

Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
R. Michael Gill | Secretary of Commerce
Signa Pringle | Deputy Secretary of Commerce

November 4, 2022

Susan O'Neill, Executive Director
Upper Shore Regional Council
122 North Cross Street, 2nd floor
Chestertown, Maryland 21620

EMBARGOED AND CONFIDENTIAL

RE: Notice of Award - Upper Shore Regional Council – Rural Maryland Economic Development Fund

Dear Ms. O'Neil,

The Maryland Department of Commerce is pleased to provide this letter of approval for the projects submitted to the Department for the Rural Maryland Economic Development Fund. The details of the approvals are provided below. Please note that information contained in this letter is embargoed and confidential until such time as the State of Maryland issues a formal press announcement regarding funding approvals. Any disclosure of the information in this letter before that has occurred may result in revocation of the approval.

The "Applicant" noted for each project is the entity that will receive the funds through sub-grants from the USRC that will clarify the sub-grantee's obligations under the program. The USRC will be responsible for ensuring the sub-grantee's compliance and for providing the necessary reports to the USRC for submission to Commerce. Please carefully review the information provided in this letter to ensure accuracy, as this will become an addendum to the final grant application. All project awards are final, and may not be modified without review and approval by Commerce.

Summary of Approval:

Cecil County 2 projects \$ 2,863,000
Kent County 3 projects \$ 2,863,000
Queen Anne's County 11 projects \$ 2,863,000
Regional 8 projects \$ 1,261,000
Administrative fee \$ 150,000
Total \$ 10,000,000

Approved: \$10,000,000

No Modifications

Cecil County 3 projects

Applicant: Cecil County Administration
Project: Belvidere Road Improvement Project
Amount: \$1,980,000

Project Cecil County Farm Museum Regional Ag. Center
Amount \$150,000

Applicant: Paris Foundation
Project: The Paris Foundation Community Center
Amount: \$750,000

Kent County - 3 projects

Applicant: Kent County Commissioners
Project: Worton Service District Water & Sewer Extension
Amount: \$1,532,000

Applicant: Town of Millington
Project: Millington Wastewater Treatment Facility
Amount: \$1,081,000

Applicant: Kent County
Project: Chestertown Business Campus
Amount: \$250,000

Queen Anne's County - 11 projects

Applicant: Queen Anne's County
Project: QAC 4 H Park Infrastructure
Amount: \$1,200,000

Applicant: Queen Anne's County ED
Project: QA Strategic Asset & Industry Competitive Analysis Study
Amount: \$80,000

Applicant: Town of Centreville
Project: Centreville Wastewater Treatment Plant Upgrades
Amount: \$500,000

Applicant: Town of Church Hill
Project: Cell Phone Tower Construction
Amount: \$10,000

Applicant: Queen Anne's County ED
Project: Minority Entrepreneurship Training Accelerator
Amount: \$75,000

Applicant: Chesapeake College
Project: The Future Works Workforce Training
Amount: \$141,599

Applicant: Queen Anne's Public School System
Project: QAPS Career Awareness & Development Initiative
Amount: \$600,000

Applicant: Town of Sudlersville
Project: Project Consultant
Amount: \$100,000

Applicant: Queen Anne's County Government
Project: CBBP Broadband Access
Amount: \$71,201

Applicant: QAC Watermen Association
Project: Oyster Shell Recovery & Spat Planting Program
Amount: \$10,200

Applicant: Queen Anne's County Economic Development
Project: Growing Agribusiness in QAC Feasibility Study
Amount: \$75,000

Regional - 8 projects

Applicant: Upper Shore Regional Council
Project: USRC Business Mentoring Program
Amount: \$50,000

Applicant: Upper Shore Regional Council
Project: USRC CEDS
Amount: \$145,000

Applicant: Upper Shore WIB
Project: Incumbent Worker Training - Upper Shore WIB
Amount: \$134,000

Applicant: SWN
Project: Business Workforce Innovation Program
Amount: \$67,000

Applicant: Chesapeake College
Project: The Future Works Workforce Training
Amount: \$200,000

Applicant: Cecil College
Project: Equipping a Marine Service Technology Classroom
Amount: \$100,000

Applicant: Upper Shore Rural Council
Project: Marketing for Business Attraction
Amount: \$245,000

Applicant: Queen Anne's County ED - USRC
Project: USRC Career Technical Education Program
Amount: \$320,000

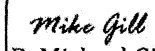
Approved with Modifications: N/A

In order to accept this Notice of Award and receive a final grant agreement, please countersign below and send the NOA back to Lori Ratzburg, Senior Director of Regional Growth and Retention, at lori.ratzburg@maryland.gov by **Thursday November 10th, 2022**. A grant agreement will then be provided and funds transferred to the USRC.

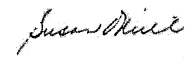
Congratulations, Commerce looks forward to seeing these projects come to fruition, and the positive economic development impact they will have in the Upper Shore region.

Sincerely,

DocuSigned by:


R. Michael Gill
Secretary

By signature below, the Upper Shore Regional Council accepts this funding award as outlined above and in accordance with all program requirements.



Name & Title Date Executive Director Nov 9, 2022

GRANT AGREEMENT: EXHIBIT B
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

- Name of business
- Address
- City
- County
- State
- Zip
- Federal EIN
- Amount of grant
- Business demographics. Applicant is (select only one):
 - Sole Proprietorship
 - Limited Partnership
 - Limited Liability Partnership
 - Limited Liability Company
 - Corporation
- Ownership demographics. If applicant is an individual or a business owned by individuals who are identified in any of the following, please check all the categories that apply:
 - Gender (select only one):
 - Woman/Women-owned
 - Not Woman/Women-owned
 - Prefer not to say
 - Hispanic/Latino (select only one):
 - Of Hispanic or Latino origin
 - Not of Hispanic or Latino origin
 - Prefer not to say
 - Race (select all that apply):
 - American Indian or Alaska Native
 - Asian
 - Black or African American
 - Native Hawaiian or Pacific Islander
 - White
 - Veteran status (select only one):
 - Veteran
 - Not a Veteran
 - Prefer not to say

- Business certification
 - Minority certification
 - Certified as a Minority Business Enterprise (MBE) ¹
 - Not certified as a Minority Business Enterprise (MBE)
 - Disadvantage certification
 - Certified as a Disadvantaged Business Enterprise (DBE) ¹
 - Not certified as a Disadvantaged Business Enterprise (DBE)
 - Small business certification
 - Certified as a Small Business Enterprise (SBE) ¹
 - Not certified as a Small Business Enterprise (SBE)
 - Veteran-owned certification
 - Certified as a Veteran-Owned Small Business Enterprise (VSBE) ²
 - Not certified as a Veteran-Owned Small Business Enterprise (VSBE)

1 – As certified by the Maryland Department of Transportation.

2 – As certified by the Maryland Department of Veterans Affairs.

EXHIBIT C

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:
Upper Shore Regional Council
122 North Cross Street
Chestertown, MD
2. Grant Amount: \$ ^{10,000,000.00} _____
3. Amount of Grant Funds Requested: \$ 10,000,000.00
4. FEIN: 90-0123084

Susan M. Hill

GRANT AGREEMENT: EXHIBIT D
REPORT

GRANTEE: _____

Fiscal Year: _____

Total Amount of Grant Funds Granted by Commerce to Grantee: \$_____

Total # of Eligible Projects Funded by Grantee from Grant Funds: _____

Aggregate Amount of Grant Funds Expended on Eligible Projects by Grantee from Grant Funds: \$_____

Grantee shall provide the following information by using a spreadsheet format

- Name, location, and FEIN of each sub-grantee, contractor, and subcontractor
- Amount of Grant Funds received by each of the above
- Demographic information responses of each of the above

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____ (SEAL)

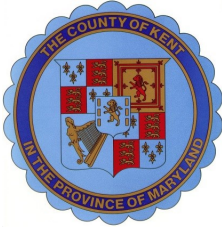
Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

lori.ratzburg@maryland.gov



Thomas N. Yeager, County Attorney
7/18/2023
County Commissioners Meeting

Item Summary:

Certificate of Satisfaction

ATTACHMENTS:

Description

07.17.23 Certificate of Satisfaction, Housing Rehabilitation Mortgage, John H. Beck, Betty M. Beck, and Beverly A. Beck, Dated June 25, 2005, Lien of Mortgage is Released

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That the Board of County Commissioners of Kent County does hereby acknowledge that the indebtedness secured by a certain Housing **Rehabilitation Mortgage** made by John H. Beck, Betty M. Beck and Beverly A. Beck, dated June 25, 2005 and recorded among the Land Records of Kent County, Maryland, in Liber M.L.M. NO.425, folio 049 and the **Mortgage Modification Agreement** recorded among the Land Records of Kent County in Liber M.W.M. No. 444 folio 594, has been fully paid and discharged, that The Board of County Commissioners of Kent County was, at the time of satisfaction, the holder of the Mortgage, and that the lien of the Mortgage is hereby released.

Witness the hands and seals of the holders of said Mortgage this _____ day of _____, 2023.

**THE BOARD OF THE COUNTY
COMMISSIONERS OF KENT COUNTY**

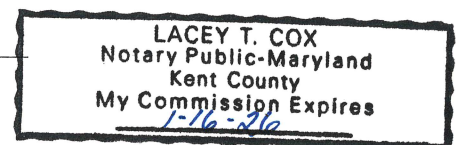
Lacey J. Cox
Witness

By: Ronald H. Fithian
Ronald H. Fithian, president
State of Maryland, County of Kent, to wit:

I hereby certify that on this 17th day of July, 2023, before me, the subscriber, personally appeared Ronald H. Fithian and represented himself to be the President of the Board of County Commissioners of Kent County, the holder of the Mortgage and Mortgage Modification Agreement referred to above and that as such officer, being authorized to do so, executed the foregoing Certificate of Satisfaction for the purposes therein contained, by signing the name of said corporation as such officer, and that the facts set forth therein are true.

Lacey J. Cox
Notary Public

My Commission Expires: 1-16-26



[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 05 Account Number - 000521

Owner Information

Owner Name:	STRONG ROBERT H JR STRONG DONNA L	Use:	RESIDENTIAL
Mailing Address:	105 COURT ST CHESTERTOWN MD 21620-0000	Principal Residence:	NO
		Deed Reference:	/01260/ 00082

Location & Structure Information

Premises Address:	21131 HAVEN RD ROCK HALL 21661-0000	Legal Description:	LOT 1 AC 21131 HAVEN ROAD ROCK HALL
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Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0501	0008	0189	5010005.15	0000				2022	Plat Ref:

Town: ROCK HALL

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2005	1,056 SF		1.0000 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
1	NO	STANDARD UNIT	SIDING/	3	2 full		

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2022	07/01/2022	07/01/2023
Land:	90,000	90,000		
Improvements	68,600	71,200		
Total:	158,600	161,200	159,467	160,333
Preferential Land:	0	0		

Transfer Information

Seller: STRONG ROBERT H JR	Date: 06/29/2022	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /01260/ 00082	Deed2:
Seller: RURAL HOUSING SERVICE	Date: 06/28/2022	Price: \$23,000
Type: NON-ARMS LENGTH OTHER	Deed1: /01259/ 00297	Deed2:
Seller: BECK JOHN H & BETTY MAE &	Date: 03/20/2020	Price: \$113,532
Type: NON-ARMS LENGTH OTHER	Deed1: /01049/ 00182	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

**KENT COUNTY DEFERRED PAYMENT LOAN PROGRAM
HOUSING REHABILITATION MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement"), is made this ____ Day of August, in the year 2005, by and between John Herbert Beck, Betty Mae Beck, and Beverly Ann Beck of Kent County, State of Maryland, parties of the first part, Mortgagors, and THE BOARD OF COUNTY COMMISSIONERS FOR KENT COUNTY, a body politic of the State of Maryland, party of the second part, Mortgagee.

Background

On June 22, 2005, the Mortgagors executed a Deferred Loan Agreement (the "Original Agreement") and Mortgage (the "Mortgage") evidencing and securing Mortgagors' indebtedness to Mortgagee in the principal sum of Eleven-Thousand Eight-Hundred Ninety-Three Dollars and One Cent (\$11,893.01) and to be repaid as provided in the Original Agreement and Mortgage. The Mortgage is recorded among the Land Records of Kent County, Maryland in Liber M.L.M. No. 425, folio 049. On August __, 2005, the parties executed a new Deferred Loan Agreement, which replaced and superceded the Original Agreement.

The parties are executing this Agreement to effect a renewal, extension and/or modification of the Mortgage consistent with the New Deferred Loan Agreement.

Witnesseth

In consideration of the Sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Mortgage – amount of loan. By execution of this Agreement and the new Deferred Loan Agreement, the terms, covenants, and conditions of the Mortgage are amended to provide that the principal indebtedness owed by Mortgagors is increased to the principal sum of Thirteen-Thousand Five-

Hundred Four Dollars and Eighty-Eight Cents (\$13,504.88). Mortgagors promise to pay Mortgagee the principal sum of Thirteen-Thousand Five-Hundred Four Dollars and Eighty-Eight Cents (\$13,504.88) as provided in the New Deferred Loan Agreement. As a renewal, extension, and/or modification of the Original Deferred Loan Agreement, the increased indebtedness of the Mortgagors to the Mortgagee is secured by the lien of the Mortgage and this Agreement.

2. Amendment to Mortgage – terms of repayment. By execution of this Agreement and the new Deferred Loan Agreement, the terms, covenants, and conditions of the Mortgage are amended to provide that Mortgagors covenant and agree to repay said loan to Mortgagee, without interest or penalty, upon sale, vacating the premises, or within six (6) months of death of said Mortgagor(s), of the hereinafter described property, at the rates set forth below:

Within one year from the date hereof	-	100% of Principal
Within two years from the date hereof	-	80% of Principal
Within three years from the date hereof	-	60% of Principal
Within four years from the date hereof	-	40% of Principal
Within five years from the date hereof	-	20% of Principal

3. No other changes. Except as otherwise provided herein and/or in the New Deferred Loan Agreement, all the terms, conditions, covenants and provisions of the Mortgage shall remain in full force and effect.
4. Miscellaneous. This Agreement shall be interpreted and constructed under the laws of the State of Maryland. Whenever the singular is used herein, the same shall include the plural, and any words of any gender shall include each other gender.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the day,
month and year first above written.

WITNESS: Nancy L. Legg

John H. Beck (SEAL)
JOHN HERBERT BECK, Mortgagor

WITNESS: Nancy R. Legg

Betty M. Beck (SEAL)
BETTY MAE BECK, Mortgagor

WITNESS: Nancy L. Legg

Beverly Ann Beck (SEAL)
BEVERLY ANN BECK, Mortgagor

BOARD OF COUNTY
COMMISSIONERS OF KENT COUNTY

WITNESS: Jamie J. Hutton

By: William W. Pickrum (SEAL)
William W. Pickrum, President

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY that on this 16th Day of August, 2005, before
me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally
appeared JOHN HERBERT BECK, BETTY MAE BECK, and BEVERLY ANN BECK, the
Mortgagors named in the foregoing Agreement, and acknowledged the foregoing Agreement to
be their act.

WITNESS my hand and Notarial seal.

Commission expires 1/1/09

Terry L. Smith
Terry L. Smith

Notary Public

My Commission Expires: 1-1-09

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY that on this 6th Day of September, 2005, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM W. PICKRUM, who personally acknowledged himself to be the President of THE BOARD OF COUNTY COMMISSIONERS FOR KENT COUNTY, a body politic of the State of Maryland, the Mortgagor named in the foregoing Agreement, and that he, as such President and Commissioner, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing by himself as President.

WITNESS my hand and Notarial seal.

Jamie J. Hester
Notary Public

My Commission Expires: 10/1/08

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

Thomas N. Yeager
Thomas N. Yeager

HOUSING IMPROVEMENT PROGRAM (HIP) PROJECT

DEFERRED LOAN AGREEMENT

This **AGREEMENT**, made and entered into this ____ day of August, 2005, by and between the Board of County Commissioners of Kent County, Maryland (hereinafter referred to as "COUNTY") and John H. Beck and Betty M. Beck, who own **AND** occupy 21131 Haven Road Rock Hall, Kent County, Maryland 21661 (hereinafter referred to as "OWNER").

WHEREAS, the Congress of the United States passed legislation, known as the Housing and Community Development Act of 1974 (hereinafter referred to as the "HCD Act"), designed, as one of its missions, to cause the rehabilitation of deteriorated homes occupied by low/moderate-income households; and

WHEREAS, the COUNTY has applied for and received an award of Two Hundred Ten Thousand Dollars (\$210,000.00) in Community Development Block Grant Program (hereinafter referred to as "CDBG Program") funds from the State of Maryland to undertake housing rehabilitation work and housing-related improvements on the homes of low/moderate-income households; and

WHEREAS, the COUNTY has tentatively targeted twelve households, which have been determined eligible for the provision of CDBG Program assistance, wherein housing rehabilitation activities and related improvements are to be accomplished through the use of these CDBG Program funds; and

WHEREAS, the rehabilitation activities and related improvements to be carried out for these households will be conducted under the PHASE FOUR HIP Project; and

WHEREAS, the OWNER is desirous of having his/her home rehabilitated and/or is desirous to receive related improvements to his or her home and the COUNTY has determined that the OWNER meets the eligibility criteria for participation in the HIP Project.

NOW, THEREFORE, THIS AGREEMENT is binding upon both parties to this **AGREEMENT**, which shall be effective on the month, day and year above written.

WITNESSETH:

COUNTY agrees to prepare BIDS AND SPECIFICATIONS for the rehabilitation/improvement of the OWNER's HOME: and to advertise and receive BIDS, on behalf of the OWNER, for the rehabilitation/improvement of the OWNER's home; and

THOMAS N. YEAGER
ATTORNEY AT LAW
P.O. BOX 455
CHESTERTOWN, MD 21620
14101 810-0428

#05-4229 (6)

COUNTY agrees to review the BIDS with the OWNER and assist the OWNER in selecting the most "responsible" BID for the work in question, and to prepare a **CONTRACT FOR REHABILITATION** (hereinafter referred to as "**CONTRACT**") for execution by the OWNER and the successful BIDDER; and

COUNTY agrees to "oversee" the rehabilitation/improvement of the OWNER's home, to ascertain the successful BIDDER's compliance with the **CONTRACT**'s provisions, and to pay the successful BIDDER, on behalf of the OWNER, according to the "Payment Schedule" set forth in the **CONTRACT**; and

COUNTY agrees to undertake whatever other measures are necessary to assure the successful completion of the rehabilitation/improvement of the OWNER's home.

OWNER agrees to cooperate with the successful BIDDER during the course of the successful BIDDER's rehabilitation/improvement of his/her home; and

OWNER agrees to allow the COUNTY/CONTRACTOR to erect a sign on his/her premises at the outset of the rehabilitation/improvement of his/her home. Said sign shall be removed by the CONTRACTOR within two (2) weeks after the completion of the rehabilitation/improvement and final payment; and

OWNER agrees to the COUNTY's placement of a **LIEN** on his/her property in the amount of Thirteen-thousand five-hundred four dollars and eighty-eight cents (\$13,504.88) which is comprised of the individual costs of the work shown on "**ATTACHMENT ONE**"; and

OWNER agrees to execute the Payment Forms for the reimbursement of the Contractor, via the placement of his/her "initials" on such Payment Forms; and

OWNER agrees that in the event Change Orders increase costs of the work being performed, the amount of the lien will increase to cover said costs, and the OWNER further agrees to execute any such Change Orders, via the placement of his/her "initials" on such Change Orders; and

OWNER agrees that the **LIEN** in question shall be placed on his/her property for a period of five (5) years from the date same is recorded among the **LAND RECORDS OF KENT COUNTY, MARYLAND**, and the OWNER further agrees that the COUNTY's "**Plan For Forgiveness**" for the amount of the **LIEN** over this period, as spelled out on "**ATTACHMENT TWO**", is acceptable:

OWNER agrees to maintain insurance on the improvements in at least the amount of the total **LIEN** and for the length of time said **LIEN** is placed on his/her property. **KENT COUNTY, MARYLAND** shall be named loss payee for the period that Owner is

obligated to the County as herein provided; and

OWNER agrees to continue to reside in AND maintain ownership of the home receiving the rehabilitation/improvement work provided for under the **CONTRACT** for the period during which the **LIEN** is in effect;

In the event the OWNER moves to another residence and/or sells the home for which the rehabilitation/improvement work was performed, OWNER agrees to repay the COUNTY's investment in the OWNER's property; and

In the event, the OWNER(s) dies while the **LIEN** is still in effect, OWNER agrees that the unforgiven portion of the **LIEN** shall be payable to the COUNTY within six (6) months of the OWNER's demise; and

OWNER agrees that this **AGREEMENT** shall not be assumable in any manner; and

OWNER agrees that this **AGREEMENT** shall be binding upon the heirs, assigns and/or the personal representatives of the OWNER until the **LIEN** is forgiven in its entirety; and

OWNER agrees that this **AGREEMENT** shall constitute the **LIEN** upon the OWNER's property, known as 21131 Haven Road, Rock Hall, Kent County, Maryland 21661, upon its recordation in the LAND RECORDS OF KENT COUNTY, MARYLAND.

COUNTY AND OWNER agree that this **DEFERRED LOAN AGREEMENT** constitutes the sole agreement between the COUNTY and the OWNER; and

COUNTY AND OWNER agree that all changes to this **AGREEMENT** shall be made in writing; and

This **AGREEMENT** replaces and supercedes the Deferred Loan Agreement executed by the parties on or about June 22, 2005.

AS WITNESS the Hands and Seals of the Parties hereto:

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF KENT
COUNTY

James J. Hetherington
Witness 9/6/05

By William W. Pickrum
William W. Pickrum, President

Nancy R. Legg
Witness

Nancy R. Legg
Witness

Nancy R. Legg
Witness

By John Herbert Beck
John Herbert Beck, Homeowner

By Betty M Beck
Betty Mae Beck, Homeowner

By Beverly Ann Beck
Beverly Ann Beck, Homeowner

Terry L. Smith
Terry L. Smith Notary Public

Commission expires 1/1/09

HOUSING IMPROVEMENT PROGRAM (HIP) PROJECT

PHASE FOUR, CONTINUATION

DEFERRED LOAN AGREEMENT

ATTACHMENT ONE

IMPROVEMENT	COST
Sanitary Sewer Line Installation	\$0
Installation of "Deep" Well	\$0
"Deep" Well CHANGE ORDER	\$0
Rehabilitation Contract	\$13,504.88
Rehabilitation CHANGE ORDER(s)	\$
Water Conditioner Installation	\$
TOTAL COST	\$13,504.88

Successful Rehabilitation Bidder:

H&H Builders, Inc.

"ATTACHMENT TWO"

PLAN FOR FORGIVENESS

Time Frame

Amount Forgiven

Less Than One FULL year from ENCUMBRANCE Placement.....	Zero Percent (0%)
One FULL year from ENCUMBRANCE Placement	Twenty Percent (20%)
Two FULL years from ENCUMBRANCE Placement.....	Forty Percent (40%)
Three FULL years from ENCUMBRANCE Placement.....	Sixty Percent (60%)
Four FULL years from ENCUMBRANCE Placement.....	Eighty Percent (80%)
Five FULL years from ENCUMBRANCE Placement.....	One-Hundred Percent

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That, The Board of County Commissioners of Kent County, does hereby acknowledge that the indebtedness secured by a certain Deed of Trust/Mortgage made by John H. Beck and Betty Mae Beck, dated March 1, 2005, and recorded among the Land Records of Kent County, Maryland, in Liber M.L.M. 0411, folio 138 has been fully paid and discharged, that The Board of County Commissioners of Kent County was, at the time of satisfaction, the holder of the Deed of Trust/Mortgage, and that the lien of the Deed of Trust/Mortgage is hereby released.

Witness the hands and seals of the holders of said Deed of Trust/Mortgage this

26th day of July, 2005.

Attest:

Janice F. Fletcher
Name: Janice F. Fletcher

BY: William W. Pickrum
Name: William W. Pickrum
Title: President, Board of County Commissioners

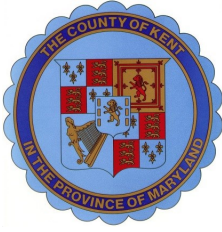
State of Maryland,
County of Kent

I hereby certify that on this 26th day of July, 2005, before me, the subscriber, personally appeared William W. Pickrum and represented himself/herself to be the President of Bd. of Comm., the holder of the Deed of Trust/Mortgage referred to above and that as such officer, being authorized to do so, executed the foregoing Certificate of Satisfaction for the purposes therein contained, by signing the name of said corporation as such officer, and that the facts set forth therein are true.

Janice F. Fletcher
Notary Public

My commission expires 10/01/08

#65-4206



Procedures For Public Comment 7/18/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

07.18.23 Public Comments Sign In Sheet

Press and Public Comments

Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

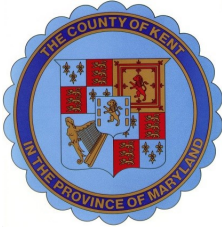
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

**PUBLIC COMMENTS
SIGN IN SHEET
July 18, 2023**

NAME (please print)	ADDRESS	TOPIC
Melinda Bookwalter	Millington	ZTA



Kevin J. Shearon, P.E., LEED AP, DMS Associates, LLC.
7/18/2023
County Commissioners Meeting

Item Summary:

Update To Proposed Gillespie Precast, LLC Storage Yard

ATTACHMENTS:

Description

07.18.23 Kevin Shearon, DMS Associates re Proposed Gillespie Precast Storage Yard



Davis, Moore, Shearon & Associates, LLC

July 6, 2023

COUNTY COMMISSIONERS OF
KENT COUNTY MARYLAND THE
400 HIGH ST
CHESTERTOWN, MD 21620

**RE: UPDATE: PROPOSED GILLESPIE PRECAST, LLC STORAGE YARD ON
THE LANDS OF MORGAN CREEK LAND HOLDINGS, LLC
KENT COUNTY TAX MAP 38, PARCEL 1
DMS & ASSOCIATES JOB #2022019**

To Whom It May Concern:

We are writing to follow up on the previous letter you received dated February 13, 2023 regarding the above referenced project. An update to the plan has been developed based on the needs of the owner which affects the proposed use of the property. Along with the improvements proposed previously, Gillespie Precast is proposing to construct an on-site, indoor casting facility as shown on the updated concept plan. The facility will be constructed in two phases and will include raw material storage bins, similar to the ones at their existing facility located at 102 Brickyard Road, Chestertown.

Attached is a reduced-scale version of the updated concept plan. If you have any questions or would like to comment on the proposal, please contact me via email at kjs@dmsandassociates.com or submit a letter to:

DMS & Associates, LLC
Attn: Kevin Shearon
P.O. Box 80
Centreville, MD 21617

Sincerely,

DMS & Associates, LLC

A handwritten signature in blue ink, appearing to read "Kevin J. Shearon", is written over a horizontal line.

Kevin J. Shearon, P.E., LEED AP

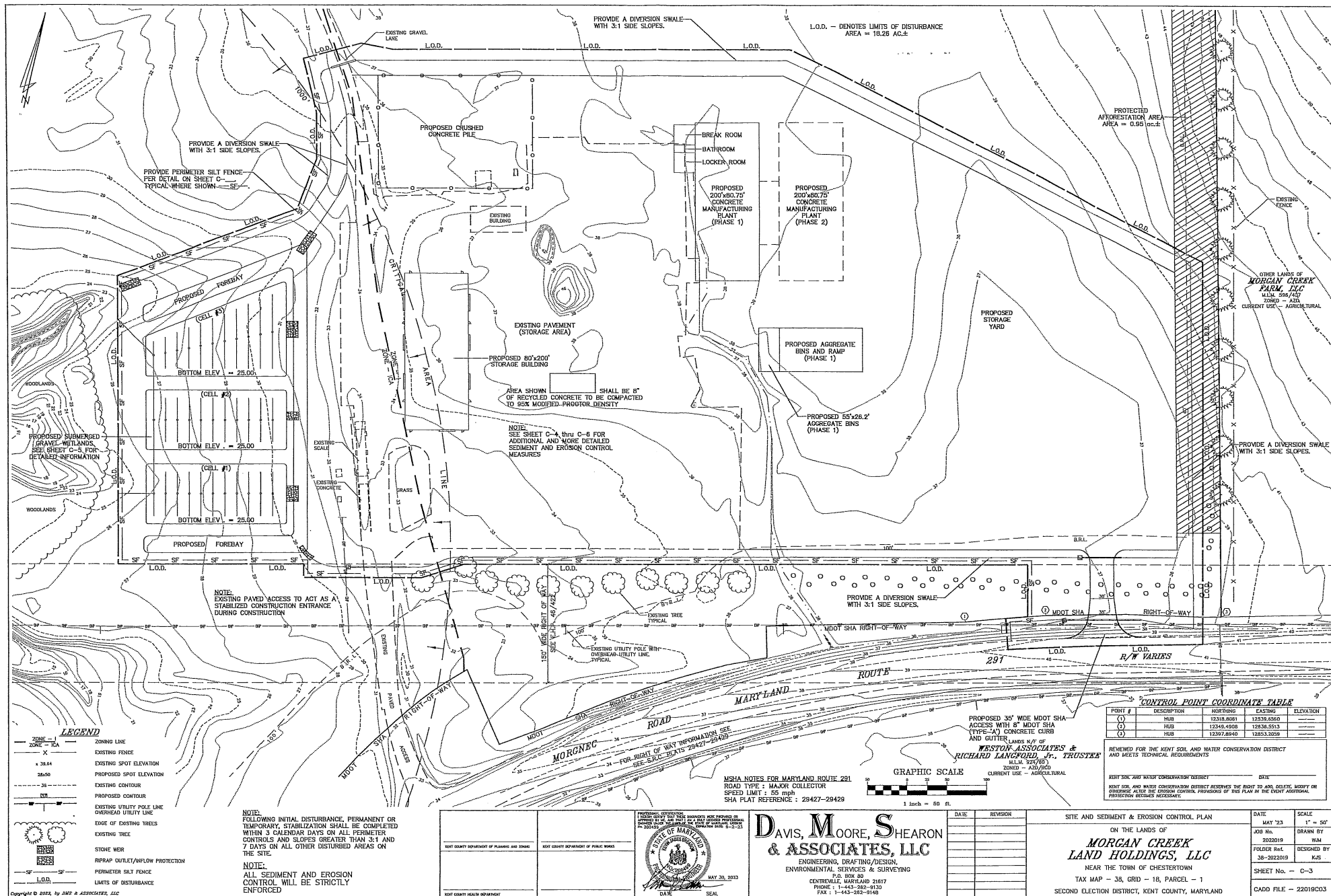
Enclosure

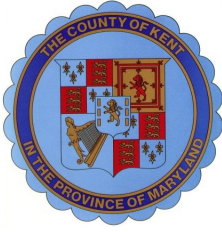
County Commissioners

Office

P.O. Box 80 Centreville, MD 21617
Phone: (443) 262-9130
Email: email@dmsandassociates.com

Date 07/10/23
Handwritten initials "JMS" in blue ink.





Chuck F. Callahan, President, County Council of Talbot County
7/18/2023
County Commissioners Meeting

Item Summary:

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health Service Expansion at Upper Shore Community Health Campus

ATTACHMENTS:

Description

07.18.23 Talbot County Council Letter Upper Shore Community Mental Health Campus, Mzor



COUNTY COUNCIL OF TALBOT COUNTY

COURT HOUSE
11 N. WASHINGTON STREET
EASTON, MARYLAND 21601-3178
PHONE: 410-770-8001
FAX: 410-770-8007
TTY: 410-822-8735
www.talbotcountymd.gov

CHUCK F. CALLAHAN, President
PETE LESHER, Vice President

KEASHA N. HAYTHE
LYNN L. MIELKE
DAVE STEPP

July 12, 2023

Deputy Secretary Bryan Mroz
Maryland Department of Health
201 West Preston Street
Baltimore, MD 21201

RE: Service Expansion at Upper Shore Community Mental Health Center Campus

Dear Deputy Secretary Mroz:

Thank you for attending the meeting held on May 5, 2023, to discuss the future of the Upper Shore Community Mental Health Center located at 300 Scheeler Road in Chestertown, Maryland. The Talbot County Council is grateful that Governor Moore recognizes the value of the Upper Shore facility to the region and has chosen to invest \$4 million in capital funds for necessary infrastructure repairs.

Representatives from Caroline, Cecil, Dorchester, Kent, Queen Anne's and Talbot counties support initiating a planning collaborative with the Maryland Department of Health to expand services at this facility in Chestertown. From the evidence presented, we believe the region would benefit from a Residential Treatment Center (RTC) for Children and Adolescents.

On behalf of the Talbot County Council I am writing to request the Department's expertise and leadership to continue with planning and the implementation phase for RTC services at this existing facility. The space vacated by the Department of Juvenile Services presents an immediate and unique opportunity to serve our vulnerable children, who desperately need such a resource.

As elected officials, we seek to improve the lives of our constituents and their families. We do not have the experience or reach of the Maryland Department of Health in matters of behavioral health services. We would like to establish a partnership with you and our Upper Shore County colleagues, to include Mid Shore Behavioral Health, Inc. to continue moving this initiative forward. We seek your input on how the counties of the Eastern Shore can most effectively help you develop an RTC program and maximize other services available at this Upper Shore campus.

Deputy Secretary Bryan Mroz
Maryland Department of Health
July 12, 2023
Page 2

Thank you for your consideration and partnership in serving our communities.

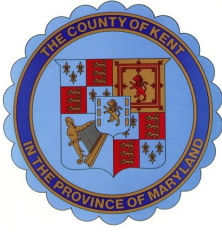
Sincerely,

COUNTY COUNCIL OF TALBOT COUNTY

A handwritten signature in blue ink, appearing to read "Chuck Callahan", with a stylized flourish at the end.

Chuck Callahan, President

Cc: Travis Breeding, President, Caroline County Commissioners
Jackie Gregory, President, Cecil County Council
George Pfeffer, Jr., President, Dorchester County Council
Ron Fithian, President, Kent County Commission
James Moran, President, Queen Anne's County Commissioners
Senator Johnny Mautz
Delegate Christopher Adams
Delegate Tom Hutchinson
Kathryn Dilley, LCSW-C, Executive Director, Mid-Shore Behavioral Health
William Webb, Kent County Health Officer



**Danielle Hornberger, County Executive and County Council of Cecil
County
7/18/2023
County Commissioners Meeting**

Item Summary:

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health Service Expansion at Upper Shore Community Health Campus

ATTACHMENTS:

Description

07.18.23 Cecil County Executive and County Council Letter Upper Shore Community Health Campus.
Mroz

President Jackie Gregory, District 5

Vice President Robert Meffley, District 1

Councilwoman Rebecca Hamilton, District 2

Councilman Al Miller, District 3

Councilwoman Donna Culberson, District 4



Danielle Hornberger
County Executive

Steven Overbay
Director of Administration

CECIL COUNTY
Cecil County Administration Building
200 Chesapeake Boulevard, Suite 2110
Elkton, MD 21921

July 7, 2023

Deputy Secretary Bryan Mroz
Maryland Department of Health
201 West Preston Street
Baltimore, MD 21201

RE: Service Expansion at Upper Shore Community Mental Health Campus

Dear Deputy Secretary Mroz:

We, the County Executive and County Council of Cecil County, would like to thank you for your recent visit to Chestertown to discuss the future of the Upper Shore Community Mental Health Center. We are extremely grateful that Governor Moore recognizes the value of the Upper Shore facility to the region and has chosen to invest \$4 Million in capital funds to renovate the campus.

The County Leadership of the Upper Shore would like to initiate a planning collaborative with the Maryland Department of Health to expand services in Chestertown in order to better serve the Upper Shore region. From the evidence presented, we believe our region would benefit from a Residential Treatment Center (RTC) for Children and Adolescents.

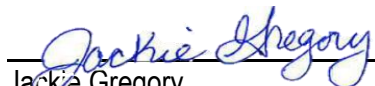
We are writing to solicit the Department's expertise and leadership to continue with planning and the implementation phase for RTC services at this existing facility. The space vacated by the Department of Juvenile Services presents an immediate and unique opportunity to serve our vulnerable children, who desperately need such a resource.

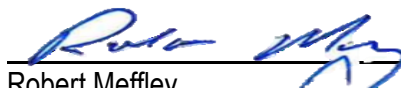
As elected officials, we seek to improve the lives of our constituents and their families. Since we do not have the experience or reach of the Maryland Department of Health in matters of behavioral health services, we would like to establish a partnership with you and our Upper Shore County colleagues to continue moving this initiative forward. We seek your input on how the Counties of the Eastern Shore can most effectively help you develop an RTC program and maximize other services available at this Upper Shore campus. As always, Cecil County and the Upper Shore appreciates your assistance in this matter and look forward to working with the Maryland Department of Health.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Hornberger", is written over a horizontal line.

Danielle Hornberger
County Executive


Jackie Gregory
President of Council – District 5

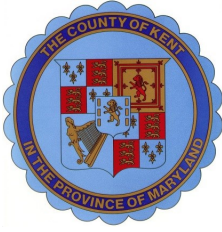

Robert Meffley
Vice President of Council – District 1


Rebecca Hamilton
Councilmember – District 2


Al Miller
Councilmember – District 3


Donna Culberson
Councilmember – District 4

Cc: Ron Fithian, Kent County Commission President
Travis Breeding, Caroline County Commission President
James J. Moran, Queen Anne's Commission President
George Pfeffer Jr., Dorchester County Council President
Chuck Callahan, Talbot County Council President
Senator Steven Hershey – District 36
Senator Jason Gallion – District 35
Delegate Kevin Hornberger -District 35-B
Delegate Michael J. Griffith - District 35-A
Delegate Teresa E. Reilly – District 35-A
Delegate Jay Jacobs – District 36
Delegate Steve Arentz – District 36
Delegate Jeff Ghrist – District 36



George L. Pfeffer, Jr., President, County Council of Dorchester County
7/18/2023
County Commissioners Meeting

Item Summary:

Letter Seeking Support From Deputy Secretary Bryan Mroz, Maryland Dept. of Health Service Expansion at Upper Shore Community Health Campus

ATTACHMENTS:

Description

07.18.23 Letter of Support Service Expansion-Upper Shore Community Mental Health Campus

COUNTY COUNCIL OF DORCHESTER COUNTY

**COUNTY OFFICE BUILDING
P.O. BOX 26
CAMBRIDGE, MARYLAND 21613
PHONE: (410) 228-1700
FAX: (410) 228-9641**

**GEORGE L. PFEFFER, JR., PRESIDENT
MIKE DETMER, VICE PRESIDENT
ROB KRAMER, JR.
WILLIAM V. NICHOLS
RICKY C. TRAVERS**



**JEFF POWELL
INTERIM COUNTY MANAGER**

**MACLEOD LAW GROUP LLC
COUNTY ATTORNEY**

July 10, 2023

Bryan Mroz, Deputy Secretary
Maryland Department of Health
201 West Preston Street
Baltimore, Maryland 21201

Dear Deputy Secretary Mroz.

I am writing on behalf of the Dorchester County Council in support of a partnership between the Maryland Department of Health and the Queen Anne's County leadership to expand services at the Upper Shore Community Mental Health Campus in Chestertown, Maryland.

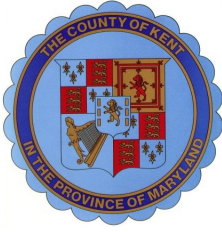
The Dorchester County Council recognizes that the Queen Anne's County Commissioners wish to initiate a planning collaborative with the Department of Health for service expansion, and in particular, the planning and implementation phase for Residential Treatment Center for Children and Adolescents services for this facility. The County Council is supportive of this endeavor. Additionally the County Council acknowledges that the County is not required to provide funding nor are there monies available to participate in the project. Please contact the Council's Office if you have any questions.

Sincerely,

DORCHESTER COUNTY COUNCIL

George L. Pfeffer, Jr.,
President

glp/dl
cc: Queen Anne's County Commissioners



American Rescue Plan Act (ARPA) Funds Spend Plan 7/18/2023 County Commissioners Meeting

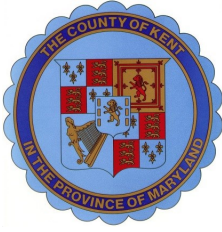
ATTACHMENTS:

Description

7-11-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
7/11/2023

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



Contingency and Use of Fund Balance Report 7/18/2023 County Commissioners Meeting

ATTACHMENTS:

Description

7-11-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
July 11, 2023**

[illegible]