

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

June 13, 2023

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

Meeting Announcement - The Building Is Open For In-Person Attendance. For Remote Participation Dial 1-872-239-8359 Enter Conference ID 691 415 147#

Thomas N. Yeager, County Attorney

Thomas N. Yeager, County Attorney

Public Hearing Protocol

Public Hearing Call-In Option 1-872-239-8359 Conference ID 691 415 147#

Bill Mackey, Director, Planning, Housing and Zoning

Public Hearing for Code Home Rule Bill 2-2023 To Update The Permitted Height Of Industrial Structures In The Route 301 Corridor

Announcement - A Brief Recess May Occur After The Public Hearing

Action Items

Resolution 2023-08 Establishing the Kent County Tax Levy

Resolution 2023-09 Adoption of Income Tax Rate

Resolution 2023-10 Establishing Water and Sewer Rates

Resolution 2023-11 Adoption of the FY2024 Budget

Consent Items

#1 - Regular Session Minutes, June 6, 2023

#2 - Liquor Minutes, June 6, 2023

#3 - Public Hearing Minutes, June 6, 2023

Special Class C Licenses

ShoreRivers, Beer, Wine, and Liquor, June 24, 2023

Eastern Shore Rabbit Rescue & Education Center, Beer Only, July 4, 2023

Eastern Shore Rabbit Rescue & Education Center, Beer Only, September 9, 2023

Human Resources Director

Kent Family Center

Child Development Teacher Vacancy

Departmental Appointments

Patricia Merritt, Office of Finance

Audit Services

Herbert Dennis, Warden, Kent County Detention Center

Trinity Services Group - Contract Renewal For Inmate Meals

Herbert Dennis, Warden, Kent County Detention Center

Medical and Mental Health Services For Inmates

Scott Boone, Director, Information Technology

Request For Purchasing Approval

Scott Boone, Director, Information Technology

Fifth Year Central Square Contract

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

First Amendment to Minary's Dream Alliance, Memorandum of Agreement

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Findlay House Global - Contract Amendment

Jamie Williams, Director, Economic and Tourism Development

Request for Move Funds within Departmental Budget

Jamie Williams, Director, Economic and Tourism Development

Economic and Tourism Development Commission Appointment Recommendation

Public Works Director

Mike Moulds, Director, Public Works

FY2024 Cooperative Weed Control Agreement

Mike Moulds, Director, Public Works

Cropland Lease Agreement, Village at Kennedyville

Park and Recreation

Orem Field LED Lighting - Contract Revision

Water and Wastewater Division

Sewer Allocation Request

American Rescue Plan Act Funds

Mike Moulds, Director, Public Works

Water and Wastewater Division, Worton Lagoon Sludge Removal Change Order No.1

American Rescue Plan Act (ARPA) Funds Spend Plan

Thomas N. Yeager, County Attorney

Tanja M. Rucci, Land Acquisition and Disposal Lease Management and Procurement

2023 Intergovernmental Lease, 103 North Cross Street

County Administrator

Wendy Keen, Supervisor of Special Education/Early Intervention Services

Kent County Infants and Toddlers Program

Ethics Commission

Appointment Recommendation

Dan Schneckenburger, Executive Director, Upper Shore Workforce Investment Board

Local Workforce Development Area Memorandum of Understanding 2023-2025

County Administrator Report

Maryland Department of Assessment and Taxation
Constant Yield Tax Rate Notice

Public Comment/Media Review

Procedures For Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Jim Miller, Director, Human Resource Department

Personnel

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

Shelley Heller, County Administrator

Potential Business

Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.

(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.)



Thomas N. Yeager, County Attorney
6/13/2023
County Commissioners Meeting

Item Summary:

Public Hearing Protocol

ATTACHMENTS:

Description

06.13.23 Procedures for Testifying, Public Hearing, CHR Bill No. 2-2023

CHR Bill No. 2-2023 Industrial Structures In 301 Corridor, Public Hearing Notice

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

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

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

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

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

Written comments will be accepted until Friday, June 16, 2023 at 12:00 p.m. (noon) by the following methods:

By Email:
kentcounty@kentgov.org

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



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

May 16, 2023
Legislative Session Day

Legislative Session Day
May 16, 2023

CODE HOME RULE
BILL NO. 2-2023

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.

A hearing will be held on June 13, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, June 9, 2023.

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

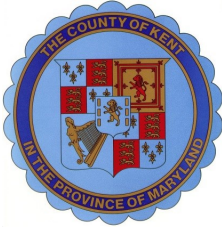
By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 05/25/23, 06/01/23



Bill Mackey, Director, Planning, Housing and Zoning
6/13/2023
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.

This item is presented for a Public Hearing.

ATTACHMENTS:

Description

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

Illustrative Map of the Proposed Route 301 Corridor

Letter from the Planning Commission

Letter submitted by ESLC re CHRB 2-2023

Email from Mayor John Carroll re proposed ZTA

06.02.23 Kent County Chamber of Commerce, Letter of Support

05.30.23 Bryan Matthews, Executive Director, Kent Forward

04.13.23 D. Aaron Bramble, Chair, Economic and Tourism Development Commission

05.23.23 Charles D. MacLeod, MacLeod Law Group, LLC

05.31.23 Kate Gray, KRM

06.08.23 Joanne and Jim Rich
06.13.23 Bill Flook Text Amendment Support Letter
06.09.23 60ft ZTA Support Letter Tolchester Marina
06.13.23 Liz Peterson, ZTA Letter of Opposition
06.13.23 Cindy Genther, 2023 ZTA Letter to KCC
06.13.23 Chris Kent, ZTA letter to Commissioners
06.13.23 Beverly Birkmire, ZTA Letter of Support
06.13.23 Edward Birkmire, ZTA Letter of Support
06.13.23 Greater Rock Hall Business Association 2023 Support Letter to KCC
06.13.23 Paula Reeder Testimony on Proposed Text Amendment
06.12.23 Emily McCoy, Support Zoning Text Amendment Industrial Height
06.12.23 Vernon Miller, Carol Miller, Letter of Opposition, CHR Bill No. 2-2023
06.13.23 A. Elizabeth Watson, ZTA Testimony
Resolution initiating the process for ZTA review
06.13.23 Testimony Log, Public Hearing, CHR Bill No. 2-2023 Industrial Structures in 301 Corridor
06.13.23 CHR Bill No. 2-2023 Public Hearing Written Comments, Received After COB on 06.12.23

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)

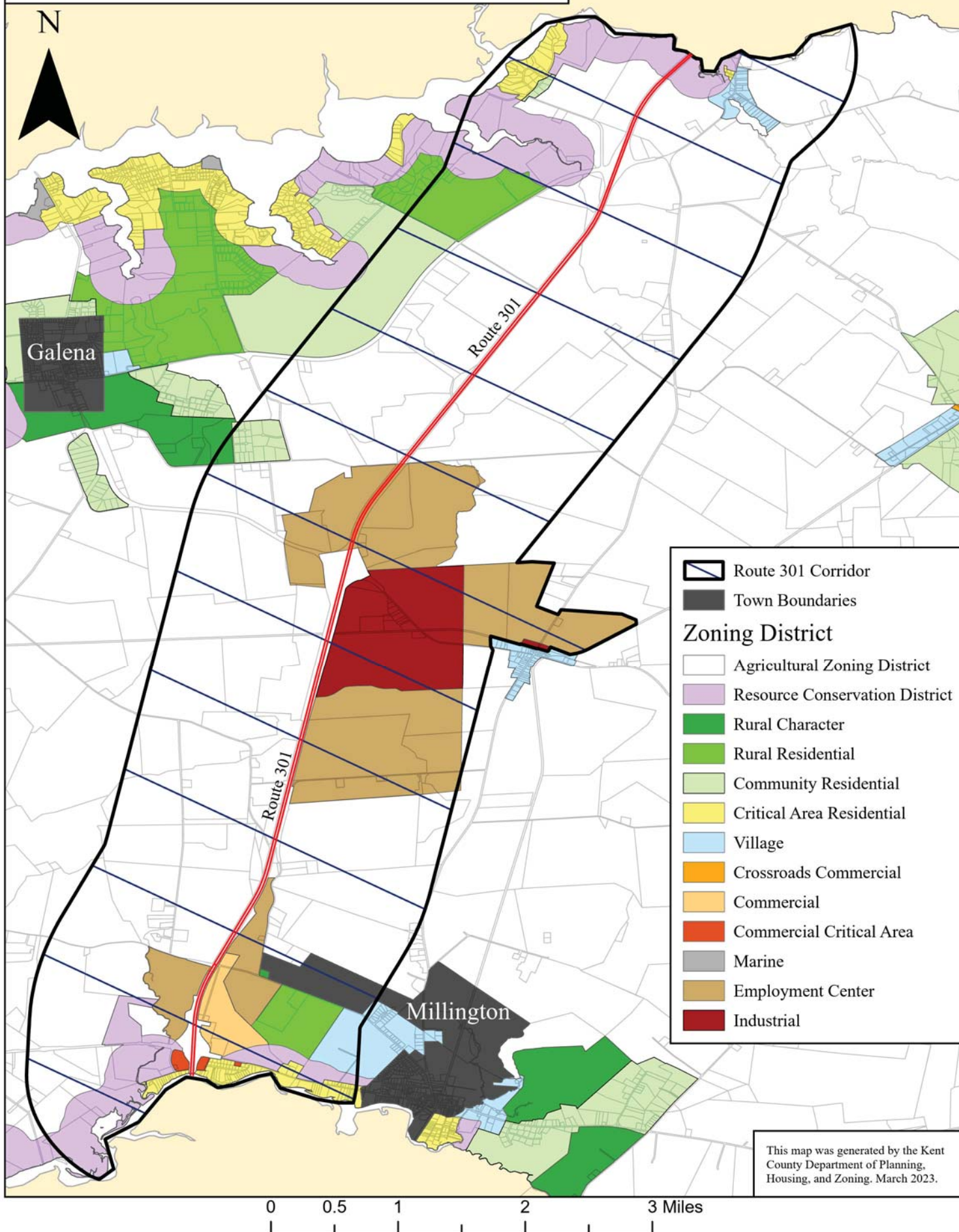
Ronald H. Fithian, President

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





Planning Commission
Department of Planning, Housing, and Zoning

May 4, 2023

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

RE: Zoning Text Amendment regarding industrial building heights

Dear President Fithian:

At its meeting on May 4, 2023, the Planning Commission reviewed an application for a zoning text amendment that proposed amending the Kent County Land Use Ordinance, in order to revise the permitted maximum heights for industrial structures in the Employment Center, Industrial, and Commercial zoning districts in the Route 301 Corridor.

Following discussion, the Planning Commission voted to provide an unfavorable recommendation to the County Commissioners on the proposed zoning text amendment, citing that although the request is consistent with the Comprehensive Plan and Maryland Critical Area law, the Planning Commission did not find that a public need had been demonstrated, since the gains to the public in the County do not significantly outweigh detriments to the public.

The Planning Commission further recommended that the County Commission introduce a zoning text amendment that allows for a special exception for heights in Industrial, Commercial, and Employment Center zoning districts.

Sincerely,

Kent County Planning Commission

Joe Hickman
Chairman

c: Shelley L. Heller, County Administrator



May 15, 2023

Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Zoning Text Amendment regarding industrial building heights

Dear President Fithian,

The Eastern Shore Land Conservancy, Maryland's leading private land trust, supports the Kent County Planning Commission's unfavorable recommendation regarding maximum heights for industrial structures in the Employment Center, Industrial, and Commercial zoning districts in the Route 301 Corridor.

Current policy in Kent County allows for variances to height restrictions to be granted via a special exception, which ESLC believes is an appropriate process requiring no change in the zoning code. We urge the County Commissioners to uphold the Planning Commission's recommendations.

Thank you for the opportunity to provide comment,

Owen Bailey

Owen Bailey
Director of Land Use and Policy



**Redacted to remove all email addresses
and line of text related to another item**

From: John Carroll
Sent: Thursday, May 4, 2023 1:05 PM
To: William Mackey
Cc: Sarah Merrell
Subject: RE: Town of Galena Comments - Millington Crossing - Warehouse

...

Regarding building height we do not have any comments regarding Kent County zoning as it does not directly abut or impact our Town zoning. The Town of Galena does permit commercial buildings in our C2 District (intense commercial and industrial) to be built at a maximum height of 60 feet via an approval with conditions by our planning commission.

Mayor John Carroll



Kent County Chamber of Commerce, Inc.
Championing the Success of our Members

122 N. Cross Street | P.O. Box 146 Chestertown, MD 21620
kentchamber.org | 410-810-2968
facebook.com/kentcountychamberofcommerce

June 2, 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 Kent County Zoning Text Amendment

Dear County Commissioners,

The Kent County Chamber of Commerce, as voted unanimously by our Board of Directors, enthusiastically supports the proposed Zoning Text Amendment that would regulate the permitted height of industrial structures in the 301 Corridor. The mission of the Chamber is to support the businesses of Kent County by serving our members in ways that enhance our business community, and the Zoning Text Amendment would have a positive impact on the local business community.

Allowing a larger structure would give Kent County a much greater opportunity for economic development, as well as account for changes in automated fulfillment technology which require this update to previous regulations. As one of the two, targeted areas in Kent County, outside of municipal limits, it is ideally located to attract new businesses, jobs and opportunities to the county and complies with the Comprehensive Plan. The Chamber further requests that you consider raising the building height for all Industrial structures located in the two identified areas, on both Industrial and Employment Center zoned parcels. The Chamber also fully supports defining the 301 Corridor in the Land Use Ordinance.

The Kent County Chamber of Commerce strongly supports the proposed Zoning Text Amendment, and will do everything we can to support responsible development and growth. Thank you for the opportunity to offer support for this change, as we feel it will be beneficial to Kent County's economic development.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah King".

Sarah King
Executive Director

Diamond Sponsor: Talkie Communications

Platinum Sponsors: PNC Bank, Think Big Networks, LLC

Gold Sponsors: Advisors Financial, Inc., Breezeline, The Dixon Group, Great Oak Manor, Kent County, MD, KVN Partners, Shore United Bank

Silver Sponsors: ChesaDel Crier, DMS & Associates, The Peoples Bank, University of Maryland Shore Regional Health, Washington College

Bronze Sponsors: Atlantic Security, Chesapeake Bank & Trust Company, Chesapeake Utilities, Comfort Inn, David A. Bramble, Inc., KRM Construction Company, KRM Development Corporation, Sears Hometown Store, Sparkle Pools, Inc.



30 May 2023

Kent Forward letter of support for Bill #2-2023

Kent County is facing unprecedented financial challenges that are likely to increase in the coming years. Growth that will increase the county's tax base is the only viable alternative to increasing property taxes. Finding ways to attract businesses, create jobs, and increase tax revenues is critical.

Few can dispute that Kent County desperately needs balanced growth. Growth means change, and change can be hard. There is no doubt we will continue to engage in debate about how and where it should happen, however as we have seen, the opportunities for Kent County are not limitless. Decision makers in Kent County need to support business-friendly legislation, and this is an opportunity to do so.

This bill is an opportunity to streamline a regulation that limits the attraction of specific businesses. In addition to easing a restriction that prevents certain business growth, this bill is limited to ONLY the 301 corridor portion of the county.

This proposed change in county regulations, specifically increasing height restrictions for commercial buildings, can have several benefits in attracting businesses:

1. Height matters in warehouse/distribution pace. It may not seem important to those outside the business, but vertical space is king and can make the difference for certain businesses' success. If they can't find it in Kent County, they will simply go somewhere else.
2. Taller buildings generally command higher rental and property values. This can generate increased tax revenue for the county.
3. This is an opportunity to send a message that balanced, controlled business growth is wanted and supported in Kent County. This message is critical to attract investment, promote job growth, and stimulate our local economy.

Kent Forward recognizes that warehouses are not the singular solution to our challenges, nor is the 301 corridor the only growth opportunity for the county. But if not here, then where? If not now, then when?

Please support this bill and vote for business opportunities in Kent County.

Thank you,

Bryan Matthews

Kate Gray

Charlie Athey

"Enhancing the educational, economic and social well-being of Kent County."

Bryan Matthews, Executive Director • bmatthews@kentforward.org



Economic and Tourism Development Commission

April 13, 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:

I am pleased to write this letter of support on behalf of the Kent County Economic and Tourism Development Commission (EDTC). The EDTC, at their April 12, 2023, meeting, voted unanimously in support of the proposed Zoning Text Amendment (ZTA) that would regulate the permitted height of industrial structures in the 301 Corridor.

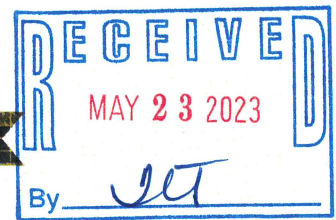
As you know, this is one of only two, targeted areas in Kent County, outside municipal limits to market and attract new businesses. Allowing a larger structure would give the county a greater economic development opportunity. We further ask you to consider raising the building height in all Industrial structures located in the two areas identified above, on Industrial and Employment Center zoned parcels. The Commission is also in full support of defining the 301 Corridor in the Land Use Ordinance. Planning, Housing, and Zoning staff clearly explain how and why this ZTA complies with the Comprehensive Plan and its highest priorities as well as changes in these buildings and automated fulfillment technology require this update to previous regulations.

We are pleased that the Commissioners will consider this Zoning Text Amendment and look forward to continuing our efforts in locating the responsible developers and businesses along the 301 Corridor and in the Worton Industrial Area.

Sincerely,

D. Aaron Bramble
Chair

cc: William Mackey, Director, Planning, Housing, and Zoning



Charles D. MacLeod, Esq.
cmacleod@mlg-lawyers.com

May 23, 2023

BY HAND DELIVERY

Honorable County Commissioners of Kent County
c/o William A. Mackey, AICP, Director
Kent County Government Center
400 High Street
Chestertown, MD 21620
wmackey@kentgov.org

Re: Comprehensive Rezoning – Route 301 Corridor/Millington Growth Area
Proposed Text and Map Amendment - Mixed-Use Development District

Dear Commissioners Fithian, Nickerson and Price:

We are writing on behalf of Russell H. Richardson, principal of Millington Crossing Associates 1, 2 and 3 LLCs, formerly Richardson Fresh Ponds, LLC, and with the understanding that the Planning Commission has completed its work on the Comprehensive Rezoning by making recommendations to the County Commissioners. The purpose of this letter is to submit for your consideration a proposed Mixed-Use Development District in the Route 301 Corridor consistent with the Kent County Comprehensive Plan.

Mr. Richardson's professional team has spent the past several months reviewing the County's Comprehensive Rezoning and Update (as recommended by the Planning Commission), availing the County with a potential site for the proposed regional wastewater treatment plant in an optimal location on his land, and reflecting on how best to realize the consensus-based future vision for the Route 301 Corridor that resulted from the recent three-day Millington Growth Area Planning Workshop held in October 2022.

This proposed mixed-use rezoning for roughly 651 acres in the Route 301 Corridor and Millington Growth Area is a central component of the integrated master planning and infrastructure phasing efforts that are underway between the County and Town of Millington (and hopefully the State) for what is identified as one of the largest economic development areas in the Kent County Comprehensive Plan. **Attachment D-1** shows properties in the subject Growth Area requesting mixed-use rezoning and other properties requiring utilities and services.

Coordinated action by Kent County to increase infrastructure capacity and promote economic development by properly rezoning the Route 301 Corridor to accommodate and manage growth will align with and reinforce numerous public policies at the federal, State, and local levels as follows:

- Promotes economic development and job creation in a **Designated Growth Area (DGA)**.
- Provides infrastructure in a **Priority Funding Area (PFA)** making it more eligible to leverage State and federal funding to service economic development, private investment, and job creation.
- Advances Maryland's principles of **Smart Growth** and sustainable development.
- Implements economic development and land use policies for the Route 301 Corridor Growth Area contained in the 2018 update to the *Kent County Comprehensive Plan*.
- Advances the goals of the 2022 *Kent County Strategic Plan for Economic and Tourism Development*.
- Assists the County in proactively coordinating development efforts among multiple cooperating property owners in this Growth Area versus reactively responding to isolated piecemeal development.

Below is a summary of proposed new mixed-use zoning and zoning map redesignation which are provided as attachments:

Proposed Mixed-Use Development District

The proposed Mixed-Use Development District (**Attachment A**) is intended to allow the range of uses contained in the Employment Center, Commercial, and Intense Village Districts along with a few additional uses. Some of the zoning requirements and standards applicable to the above individual districts have been combined, refined, or supplemented to accommodate the compatible mixing of uses in proximity versus the separation of each individual use from one another. The zoning would operate in a PUD-like manner with a developer providing a District Master Plan that would be updated and/or amended with each phase of development and Mixed-Use Development Standards that incorporate other applicable sections of the County zoning ordinance or provide alternate provisions related to the various uses permitted in this district.

Proposed Zoning Map Redesignation

The new Mixed-Use Development District is proposed to encompass roughly 651 acres along both sides of the Route 301 Corridor as shown on the attached maps entitled "Existing Zoning" (**E-1**) and "Proposed Rezoning" (**E-2**):

- On the west side of Route 301, the existing Employment Center District and portions of the Agricultural Zoning District are proposed to be combined and redesignated as the new Mixed-Use Development District.
- On the east side of Route 301, the existing Commercial District, the existing Employment Center District, and a Rural Residential District are proposed to be combined and redesignated as the new Mixed-Use District.

- A limited area presently zoned as Resource Conservation District along River Road, which is adjacent to the new Mixed-Use Development District, is proposed to be redesignated as Commercial Critical Area which is more consistent with several adjacent existing commercial uses. This district will also need to permit the proposed wastewater treatment plant.

Finally, the proposed Mixed-Use Development District can be considered in the context of current Kent County zoning and real property tax revenue (assessable tax base) as follows (from 2022 Strategic Plan, Kent County Economic and Tourism Development, February 2022; page 5):

Zoning

- The vast majority (**89%**) of Kent County is zoned for **Agriculture**.
- The other 11% of the County is zoned for **Commercial** use (**6%**) and **Residential** (**5%**).

Real Property Assessment

- Seventy-three percent (**73%**) of the County real property assessable base is from land zoned **Residential**.
- Land zoned **Agriculture** accounts for about **14%** of the County's assessable tax base.
- **Commercial** zoned land accounts for about **13%** of the County's assessable tax base.

The proposed rezoning for the Route 301 Corridor Growth Area outlined in this submittal would help leverage the development potential and revenues from land that the County has indeed targeted for growth. The time seems ripe for Kent County to marshal its resources, prioritize comprehensive rezoning, and lead the critical infrastructure planning efforts in furtherance of implementing the County's Comprehensive Plan. Optimizing the revenue-generating potential of this Designated Growth Area and Priority Funding Area in accordance with Kent County's adopted policies and goals will benefit citizens and taxpayers across the entire County, like a rising tide floats all boats.

Your attention and consideration are appreciated. Should you need additional information or have any questions, please do not hesitate to contact us.

Very truly yours,

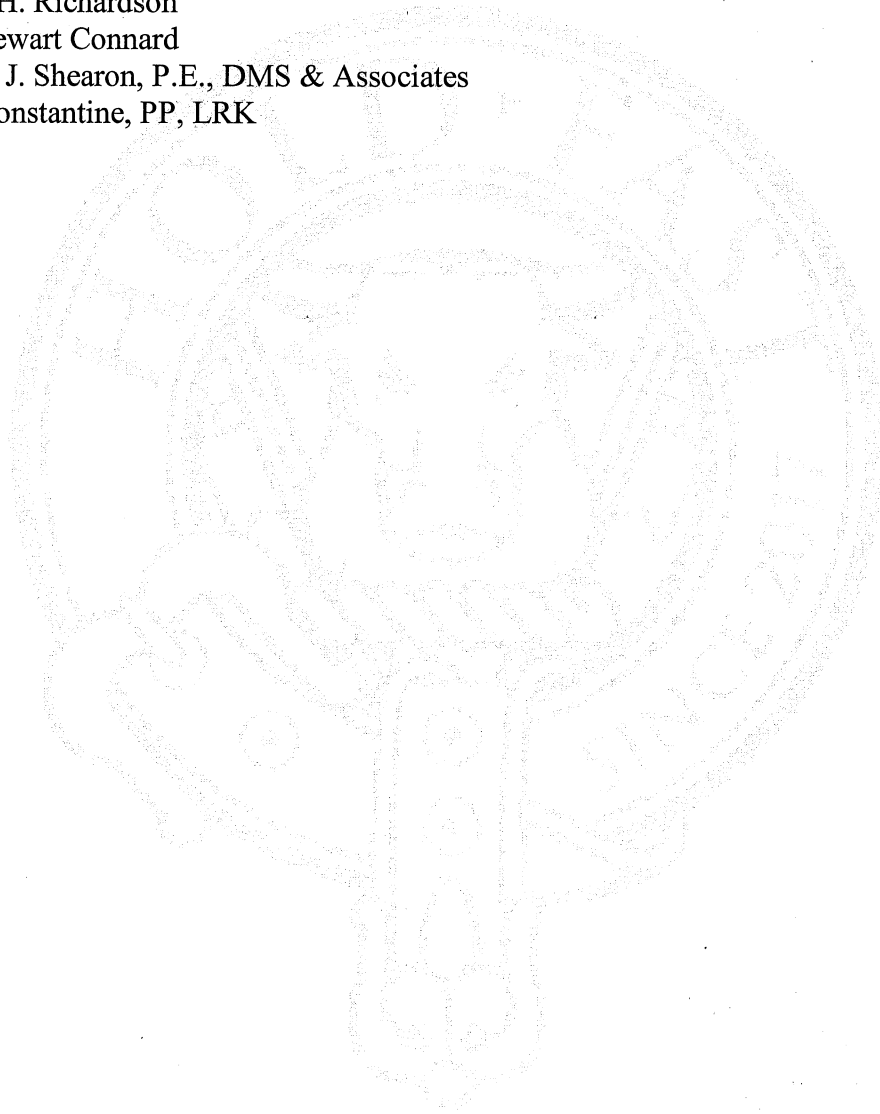


Charles D. MacLeod

Attachments:

- A** Mixed-Use Development District
- D-1** Properties in Growth Area Requesting Mixed-Use Rezoning & Other Properties Requiring Utilities & Services
- E-1** Existing Kent County Zoning (e.g., fragmentation)
- E-2** Proposed Rezoning

cc: Honorable Kevin Hemstock, Mayor, Town of Millington
William A. Mackey, AICP, Director, Dept of Planning
Jamie L. Williams, CECD, Director, Dept. of Economic Development
Michael S. Moulds, P.E., Director, Dept. of Public Works
Elizabeth Jo Manning, Town Manager, Town of Millington
Russell H. Richardson
Renee H. Richardson
Ryan H. Richardson
W. Stewart Connard
Kevin J. Shearon, P.E., DMS & Associates
Jim Constantine, PP, LRK



**MIXED-USE
DEVELOPMENT DISTRICT**
KENT COUNTY, MARYLAND

May 18, 2023

XX.1 STATEMENT OF INTENT

1. The Mixed-Use Development District promotes the principles of Smart Growth and numerous policies of the Kent County Comprehensive Plan for growth areas, including the US Route 301 corridor, by combining the uses permitted in the Commercial District, Employment Center District, and Intense Village District.
2. The purpose of this district is to facilitate a range of commercial, residential, and mixed-use development as envisioned by the Kent County Comprehensive Plan for growth areas, including the US Route 301 corridor.
3. This district is intended to accommodate a high-quality and well-designed mix of uses which are environmentally sound, sustainable, and developed at intensities that limit sprawling development and make efficient use of land and public facilities.

XX.2 DISTRICT MASTER PLAN AND MIXED-USE DEVELOPMENT STANDARDS

1. Any development within the district of any phase, development tract or individual lot shall be planned to generally conform to a District Master Plan for the Mixed-Use Development District and shall be reviewed by the Planning Commission and approved by the Planning Director. This District Master Plan shall be prepared as conceptual diagrams encompassing the entire Mixed-Use District that illustrates the planning intent and generalized locations for the following: land uses and potential alternate land uses; connectivity to be provided by major thoroughfares, primary roads, and collector streets, including potential alternate locations for such streets, pedestrian and bicycle circulation network, and trails; and open space including parks, active recreational facilities, and natural features to be preserved.
2. To ensure flexibility by allowing for development within the district to respond to the changing market conditions, the District Master Plan is intended to evolve over time with potential updates or revisions as each phase or tract is developed. Any updates or revisions to the Mixed-Use District Master Plan shall be reviewed by the Planning Commission and approved by the Planning Director.
3. The key elements to be illustrated in the District Master Plan include the following:
 - a. Land Use Concept Plan showing generalized land use designations, including potential alternate land use designations, for all lands encompassing the entire district, which may evolve over time with updates and revisions.
 - b. Connectivity Plan showing the street network, including potential alternate networks, of major thoroughfares, primary streets, and collector streets (whether public or private), pedestrian and bicycle circulation network, and a primary trail network, encompassing the entire district as well as connectivity to areas outside the district, which may evolve over time with updates and

revisions.

- c. Open Space Plan showing generalized locations for lands to be designated as parks, open spaces, and natural features encompassing the entire district, which may evolve over time with potential updates or revisions. This includes parks, plazas, squares, greens, and linear greenway linkages (whether public or private with public access); active recreation facilities such as playgrounds, sport courts, indoor recreation uses, and playing fields; and natural features such as wooded areas, waterways, and wetlands, and which may include buffers, critical areas, conservation easements, forest conservation areas, and other environmental features.
4. Development of any phase, tract or individual lot shall include a Land Use Concept Plan, Connectivity Plan, Open Space Plan, and Phasing Plan for the specific development in relation to adjacent and nearby portions of the Mixed-Use Development District that generally conforms to the District Master Plan as required herein. The Land Use Concept Plan, Connectivity Plan, Open Space Plan, and Phasing Plan should be prepared as conceptual diagrams that illustrate how the development of any phase, tract or individual lot relates to the District Master Plan and the environs surrounding the district.
5. Development of any phase, tract or individual lot shall include a set of Mixed-Use Development Standards as compiled from other Sections of this Ordinance that are applicable to the proposed use or development in either the Commercial District, Employment Center District, or Intense Village District. The Mixed-Use Development Standards may include specific Design Guidelines and Standards for the proposed use or development including alternate provisions that may supersede and replace provisions contained in Section 32 Permitted Uses and Structures, Section 33 Design Standards, Section 34 Parking and Loading, Section 35 Signs, and Section 36 Supplementary Regulations. The Mixed-Use Development Standards including any specific Design Guidelines and Standards shall be reviewed by the Planning Commission and approved by the Planning Director.
6. Requirements for Open Space within the Mixed-Use Development District shall supersede and replace provisions found elsewhere in this Ordinance. Any phase or tract in the Mixed-Use Development District is required to provide a minimum of fifteen percent (15%) open space. The open space provided from multiple phases or tracts under single ownership, control, or agreement between owners at time of development, whether such phases or tracts are contiguous or non-contiguous, can be combined to meet the minimum fifteen percent (15%) open space requirement for the combined area of such phases or tracts.
7. In the Mixed-Use Development District, the definition of land qualifying as open space includes the following: parks, plazas, squares, greens, and linear greenway linkages (whether public or private with public access); active recreation facilities such as playgrounds, sport courts, indoor recreation uses, and playing fields; and natural features such as wooded areas, waterways, and wetlands, and which may include buffers, critical areas, conservation easements, forest conservation areas, and other environmental features.

XX.3 PERMITTED USES AND STRUCTURES

A building or structure shall be used for the following uses and structures. For every structure and use erected, reconstructed, altered, or enlarged after the effective date of this Ordinance, a site plan shall be filed, except for detached single-family dwellings and detached two-family dwellings which shall not require a site plan. No building permit shall be issued until said site plan is approved by the Planning Commission, or where applicable the Planning Director. Detailed limitations and standards for these uses shall be in accordance with the set of Mixed-Use Development Standards provided with development of any phase, tract, or individual lot.

* Note: In the Permitted Uses table below, R refers to Residential Uses, including Mixed-Use Buildings; NR refers to Non-Residential Uses.

Uses in the Mixed-Use Development District (MXD)	Permitted by right	Special Exception	Accessory Use	Applicable Density, Area, Height, Width, and Yard Requirements*
Accessory housing			X	R, NR
Accessory off-street parking of one commercial vehicle			X	R
Accessory structures in the front yards of through or corner lots		X		R, NR
Accessory truck parking			X	NR
Accessory vehicle parking			X	R, NR
Adaptive reuse of historic structures for uses not otherwise listed	X			R, NR
Age-restricted residences, senior independent living, congregate care, assisted living, memory care facilities, convalescent homes, inpatient rehabilitation facilities, skilled nursing facilities and continuing care retirement communities (CCRC)	X			R, NR
Agriculture	X			R, NR
Agricultural supplies, machinery and equipment sales, rentals, service and repairs	X			NR
Airports, landing fields, helistops, or heliports	X			NR
Animal shelters	X			NR
Appurtenant signs			X	R, NR
Attached single-family dwellings	X			R
Automobile repair	X			NR
Automobile sales, service, and rental	X			NR

Automobile service stations with car wash and/or tire and lubrication service facilities and/or similar facilities	X			NR
Blacksmith, welding and machine shops	X			NR
Boat building, repair and sales	X			NR
Building materials sales	X			NR
Businesses and industries, including research and development companies	X			NR
Car wash	X			NR
Cemetery, including crematorium and mausoleum			X	R, NR
Circus or carnival, midways and amusement parks, maze fields and other temporary recreational uses, for a specified period	X			R, NR
Class D Alcohol Retail Business, as defined by the State of Maryland	X			NR
Conference center	X			NR
Contractors' yard	X			NR
Cottage industries, tradesmen and artisan shops	X			R, NR
Country inns	X			R, NR
Data processing centers	X			NR
Day care groups	X			R, NR
Day care homes			X	R
Distribution centers and warehousing	X			NR
Financial institutions, banks, automatic teller machines (ATMs), including drive through facilities	X			NR
Fire and rescue stations	X			R, NR
Funeral homes	X			R, NR
Gas stations, with or without car wash and/or convenience store and/or restaurant	X			NR
Gas stations, with or without automotive service station and/or car wash and/or tire and lubrication service facilities and/or other similar facilities	X			NR
Glamping, campgrounds, cottage homes and tiny homes, as a separately designed community with its own amenities, including recreation facilities, walking trails, and provided that such communities are located at least 50 feet from any other residential use	X			R, NR
Governmental public works and utility buildings or structures	X			R, NR
Group homes and shelters	X			R
Home and business services such as grounds care, cleaning, exterminators, landscaping, and other repair and maintenance services	X			R, NR
Home occupations in main or accessory dwellings			X	R, NR
Hospitals, rehabilitation facilities, and similar institutions for human care	X			NR

Hotels and motels, including restaurants, catering halls, conference centers and common spaces for guests such as lobbies, gathering spaces, fitness and passive recreation facilities, workspaces/business centers, meeting spaces, and other amenities and services	X			NR
Houses of worship	X			R, NR
Indoor movie theaters, playhouses, dinner theaters, cabarets, dance clubs, pool halls, bowling alleys, arcades, axe-throwing, virtual reality, escape rooms and other similar activities	X			NR
Keeping of backyard chickens in the side or rear yard of detached single-family and detached two-family dwellings			X	R
Live-work residences	X			R, NR
Machinery and equipment sales, service, and rental	X			NR
Manufacture of concrete and ceramics products, commercial sawmills, sewage treatment plants, and lumberyards	X			NR
Manufacture, processing, and distribution of hot mix asphalt	X			NR
Manufacture, processing, fabrication, and assembly of products	X			NR
Microbrewery, as defined by the State of Maryland	X			NR
Mini storage facilities	X			NR
Mixed-Use buildings	X			R, NR
Mobile homes	X			R
Modular building sales	X			NR
Multi-family dwellings	X			R
Neighborhood retail businesses	X			NR
Offices	X			NR
Outdoor advertising structures, billboards or signs of any other type advertising development, land, products or services not available on the premises, provided that such structures is located within 100 feet of US Route 301 right-of-way	X			NR
Outdoor entertainment		X		NR
Outdoor sports and recreation uses, including: game courts, swimming pools, sports fields, miniature golf, but not golf courses, and other similar facilities	X			R, NR
Personal service establishments	X			NR
Personal wireless facility towers		X		NR
Personal wireless facilities, collocated on existing towers	X			R, NR
Police and substations	X			R, NR
Printing and publishing	X			NR
Private clubs	X			R, NR
Private schools	X			R, NR
Production of biofuels		X		NR
Public uses, buildings, and utilities	X			R, NR
Pubs, taverns, and bars, including open air facilities	X			NR

Radio and television tower, commercial		X		NR
Recreation uses, indoor, privately or commercially owned, including: athletic clubs, gyms, dance studios, yoga studios, other instructional studios, personal fitness facilities, fitness centers, game courts, swimming pools, and other similar recreational facilities	X			R, NR
Recycling facilities	X			NR
Research and development facilities, offices and laboratories	X			NR
Resorts	X			R, NR
Restaurants, including drive through facilities	X			NR
Retail businesses	X			NR
Retail nurseries and greenhouses	X			NR
Retail sales of products produced on-site			X	NR
Retreats	X			R, NR
Rooming, boarding, and lodging houses	X			R, NR
Satellite dish, private, with an antenna of 3 feet or less in diameter			X	R, NR
Satellite dish, private, with an antenna exceeding 3 feet in diameter			X	R, NR
School bus parking lot	X			R, NR
School buses, parked			X	R, NR
Self storage	X			NR
Shopping centers	X			NR
Single family dwellings	X			R
Solar energy systems, small			X	R, NR
Solar energy systems, utility scale	X			NR
Storage and office trailers, temporary during construction	X			R, NR
Storage of boats, campers, boat trailers, and camper trailers			X	R
Temporary MET Tower of any height			X	R, NR
Town houses and stacked town houses	X			R
Truck parking lots	X			NR
Truck stops and travel centers	X			NR
Truck terminals	X			NR
Two-family dwellings	X			R
Uses and structures which are customarily accessory and clearly incidental and subordinate to the permitted use			X	R, NR
Veterinary hospitals and offices	X			NR
Vocational and trades schools	X			NR
Wayside stands selling vegetable and agricultural produce	X			R, NR
Wind energy systems, small		X		R, NR
Wind energy systems, small, accessory			X	R, NR
Winery and beer gardens	X			NR

XX.4 DENSITY, AREA, HEIGHT, WIDTH, AND YARD REQUIREMENTS FOR ALL NEW CONSTRUCTION AND ADDITIONS TO ALL RESIDENTIAL USES, INCLUDING MIXED-USE BUILDINGS

STANDARDS FOR THE SUBDIVISION OF LOTS	
Gross density (dwelling units/acre)	12 dwelling units per acre for the entire District; Net densities for each residential use may vary by individual development phase, tract, or lot
Minimum lot size ¹	
- Single-Family dwelling	6,000 square feet
- Two-Family dwelling	3,500 square feet
- Town house, stacked town house & live-work residence	2,000 square feet
- All other uses	4,000 square feet
Minimum lot frontage ¹	
- Single-Family dwelling	60 feet
- Two-Family dwelling	35 feet (each dwelling)
- Town house, stacked town house & live-work residence	20 feet (each dwelling)
- All other uses	30 feet
STANDARDS FOR BUILDING AND STRUCTURE HEIGHT, WIDTH, AND PLACEMENT	
Minimum yard	
- Front	20 feet; 10 feet to front porch
- Side	10 feet; none in between attached units
- Rear	20 feet
- Accessory structures in side or rear yard	
- Side	3 feet
- Rear	5 feet
Maximum height ²	
- Single-Family dwelling	35 feet
- Two-Family dwelling	35 feet
- Town house, stacked town house & live-work residence	40 feet
- Age-Restricted, multi-family & mixed-use	55 feet
- All other uses	35 feet
- Fence ³	
- Security	8 feet
- Agricultural	5 feet
- Ornamental	
Front yard	4 feet
Side & rear yard	8 feet

¹ Minimum lot size and minimum lot frontage are not applicable to mobile homes, campgrounds, cottage homes, and tiny homes which are limited to 25-acres in area in any individual development phase, tract, or lot.

² Height of structure may be further restricted by the Kent County Airport Safety Requirements as defined in SECTION 35.4 ZONING DISTRICT SPECIFIC DESIGN STANDARDS of this Ordinance. 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.

³ Fences do not need to meet yard requirements.

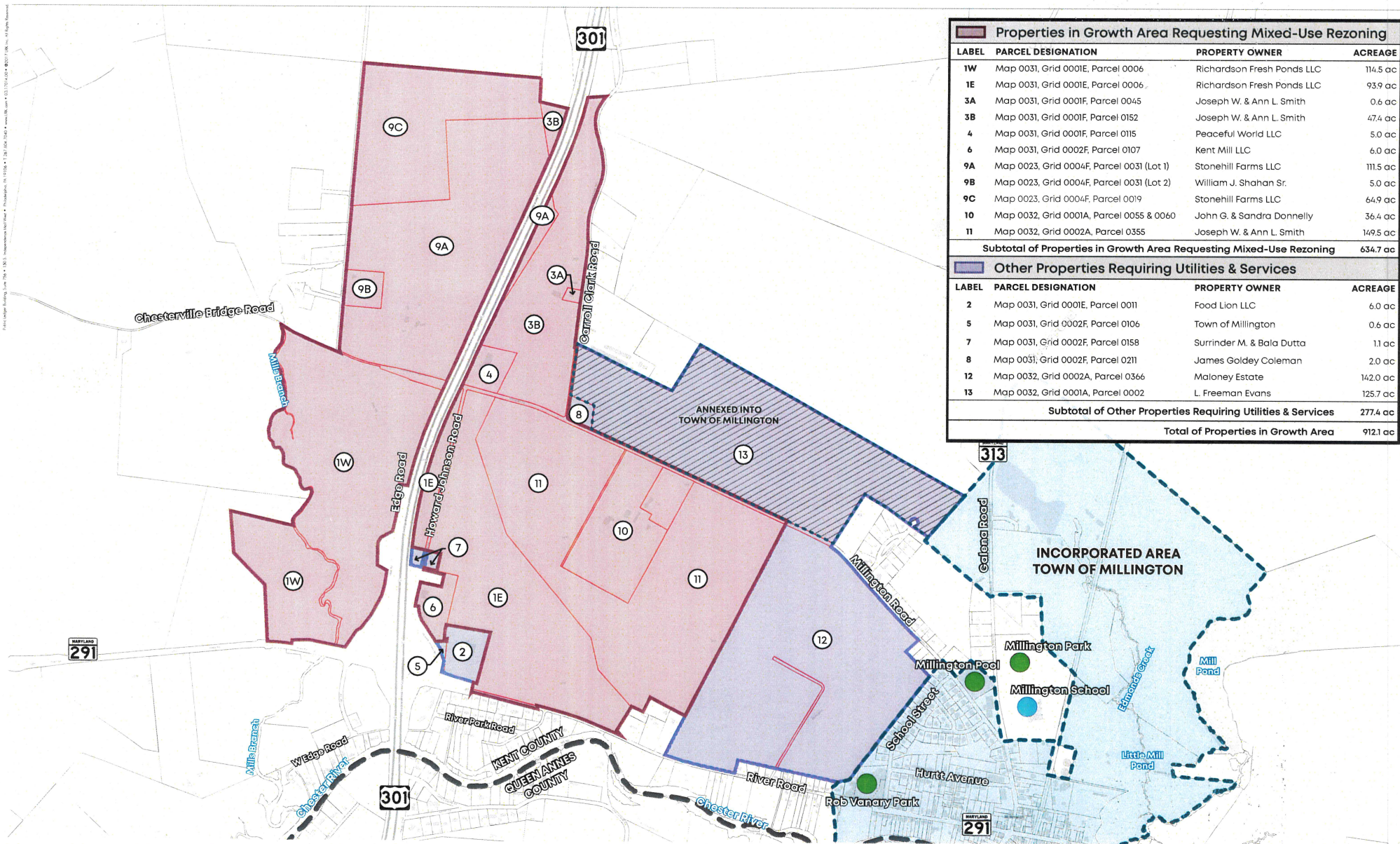
XX.5 DENSITY, AREA, HEIGHT, WIDTH, AND YARD REQUIREMENTS FOR ALL NEW CONSTRUCTION AND ADDITIONS TO ALL NON-RESIDENTIAL USES.

STANDARDS FOR THE SUBDIVISION OF LOTS	
Minimum lot size	N/A
Minimum lot frontage	40 feet
Minimum lot frontage industrial uses	75 feet
STANDARDS FOR BUILDING AND STRUCTURE HEIGHT, WIDTH, AND PLACEMENT	
Minimum yard	
- Front	20 feet
- Front for industrial uses	100 feet ¹
- Side & rear	10 feet
- Side & rear for industrial uses	100 feet ¹
- Accessory structures in side or rear yard	
- Side	3 feet
- Rear	5 feet
Maximum height ²	
- Commercial structure	45 feet
- Industrial structure	60 feet
- Towers, silos, etc.	150 feet
- Fence ³	
- Security	8 feet
- Agricultural	5 feet
- Ornamental	
Front and side yard	4 feet
Rear yard	8 feet
Maximum building footprint	
- All structures	N/A

¹May be reduced or increased during site plan review.

²Height of structure may be further restricted by the Kent County Airport Safety Requirements as defined in SECTION 35.4 ZONING DISTRICT SPECIFIC DESIGN STANDARDS of this Ordinance. 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.

³Fences do not need to meet yard requirements.

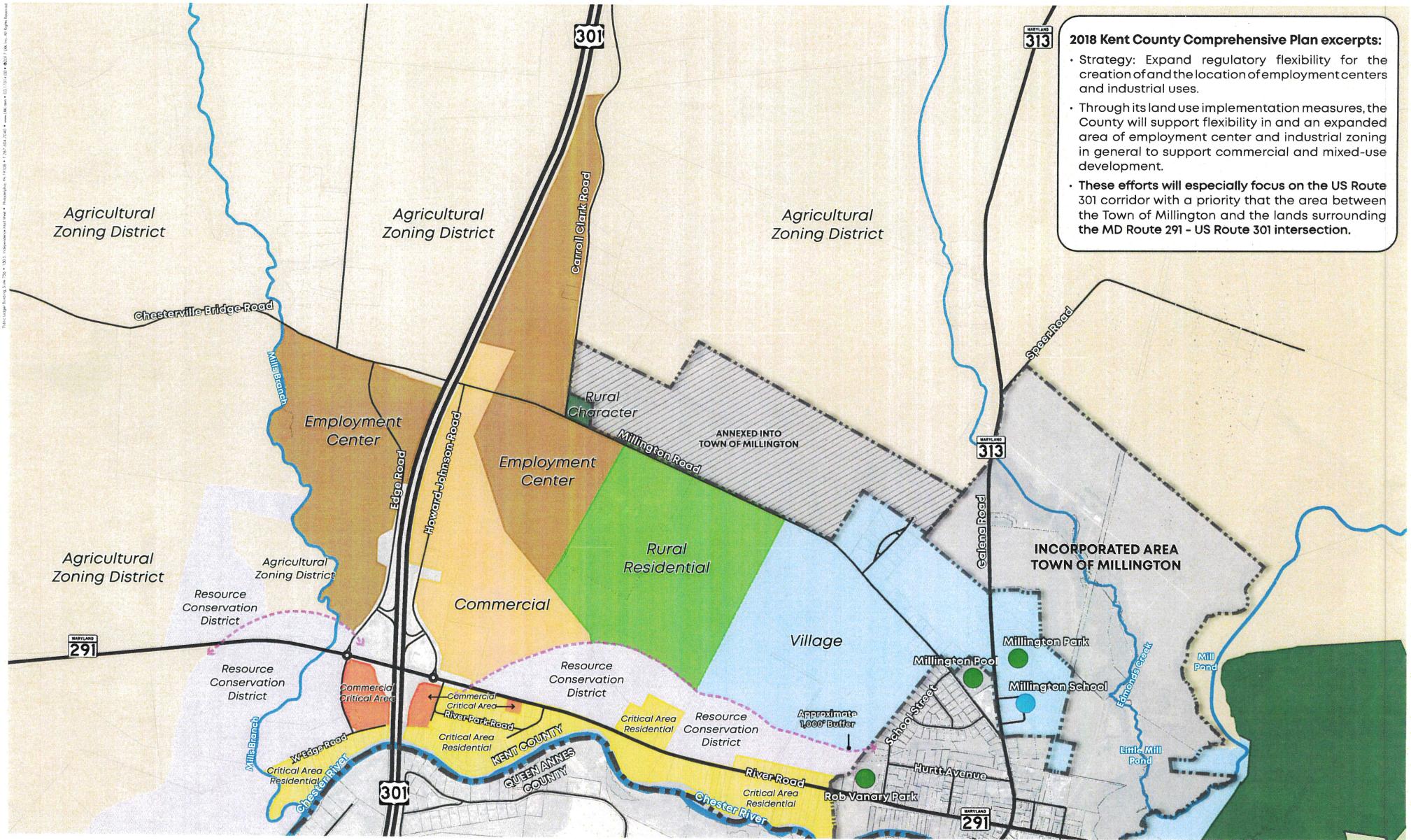


D-1: PROPERTIES IN GROWTH AREA REQUESTING MIXED-USE REZONING & OTHER PROPERTIES REQUIRING UTILITIES & SERVICES

Project Location: Millington, Kent County, Maryland
July 19, 2017 | Last Revised February 15, 2022



Richardson
Properties
Corporation

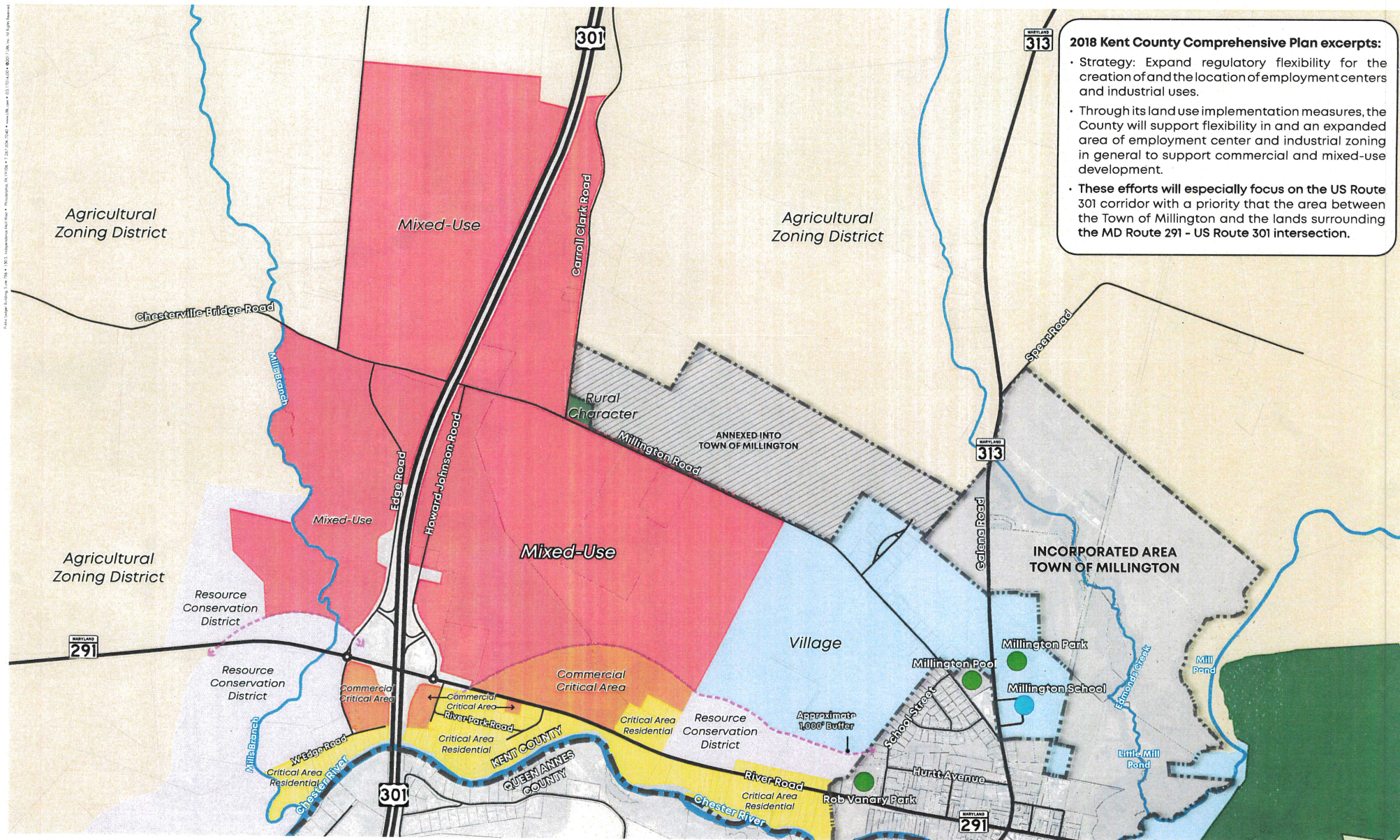


E-1: KENT COUNTY EXISTING ZONING

Project Location: Millington, Kent County, Maryland
May 5, 2017 | Last Revised February 13, 2023



Richardson
Properties
Corporation



E-2: PROPOSED REZONING

Project Location: Millington, Kent County, Maryland
May 5, 2017 | Last Revised April 14, 2023



Richardson
Properties
Corporation

From: Kate Gray <kgray@krm-dev.com>

Sent: Wednesday, May 31, 2023 4:05 PM

To: Ron Fithian <rfithian@kentgov.org>; John F. Price <jfprice@kentgov.org>; Albert Nickerson <anickerson@kentgov.org>; Shelley Heller <sheller@kentgov.org>

Subject: text amendment

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- KCIT Helpdesk

Hello Commissioners -

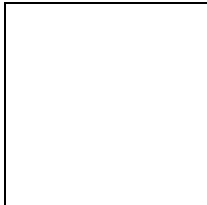
I promise I am not here to beat a dead horse as I know that you have received my thoughts via Kent Forward as well, however I must personally make my opinion known on the text amendment regarding the height increase prior to the hearing. I will, unfortunately, not be able to attend the meeting, but please take into account that we NEED these types of changes in order to grow and prosper. The positive impact speaks for itself. This is a specified area, with appropriate zoning and does not put the County at risk for structures with increased height being in unsuitable areas.

If this is not passed, we are putting yet another nail in the coffin of being a business friendly county...and that coffin already has too many nails.

Please vote in favor of this text amendment.

Thank you for your time and for everything you do for Kent County!

Kate



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From: joanne rich <huntingfieldcreek@gmail.com>

Sent: Thursday, June 8, 2023 8:21 AM

To: Ronald H. Fithian <rhfithian@hotmail.com>

Cc: Jamie Williams <jwilliams@kentgov.org>; Cindy Genther <kentchamber@verizon.net>; Sarah King <sking@kentchamber.org>

Subject: text amendment

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- KCIT Helpdesk

Dear Honorable Commissioners,

I, as president of the Kent County Lodging Assn. and we, as small business owners would like to assert our support of the text amendment regarding height of future building in the 301 corridor.

Kent County is in desperate need of new business growth for sustainability and it is time to stop stifling any progress towards this end.

We would be happy to speak to this if it would be helpful.

Respectfully,

Joanne and Jim Rich
4928 Eastern neck Rd
Rock Hall MD
410 639-7779

--



23746 LOVELY LANE
CHESTERTOWN MD 21620



June 13, 2023

Kent County Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioners Fithian, Nickerson and Price:

I am writing to express my strong support for the warehouse project in the “301 Corridor” near Millington, including the proposed height increase which is the subject of this hearing. This project is an example of how Kent County can facilitate responsible economic development within the areas zoned for that purpose, while preserving the current strong protections which we have established for our farmland. I would be here today to speak in person on this matter if it were at all possible for me to do so.

And economic development is sorely needed here – Kent County desperately needs the increased revenues which this project will bring. As a strong advocate for our public schools, I have participated in all of the public deliberations conducted by our Board of Education regarding next year’s budget. It has been really painful to see the cuts which have become necessary, due to the gap between the needs of our schools and the funds available to meet them. And despite your worthy efforts to help meet those needs, Kent County’s ability to adequately fund our schools is sorely limited due to the serious budget shortfalls which you are now facing at the county level.

So now is the time for the county to take positive steps forward to address these budget shortfalls, by promoting responsible economic growth in the areas zoned for it. I urge you to agree to the proposed height increase in the current project. Thank you.

Respectfully submitted,

Bill Flook

Bill Flook

June 9, 2023

To the County Commissioners of Kent County,

Unfortunately, I will not be in the area the day of the June 13th meeting, and thus am writing to express my support for the proposed zoning text amendment that would increase building heights to sixty feet in designated zones of the 301 corridor.

The county has long desired to take advantage of the 301 corridor as a development area that has direct access to the upper shore's main artery and can support and concentrate industrial and commercial activity that benefits intra- and interstate commerce. Passing this text amendment will make the permitting process simpler for businesses that wish to locate in this area and make the area more attractive for potential developers, businesses, and residents.

Building requirements and sizes for large operations are changing as businesses modernize, and it is essential that Kent County attempt to keep abreast of these changes if we wish to remain competitive with other districts when attracting businesses and pursuing economic development opportunities. We can achieve this with care by focusing on an area like the corridor, which is primed for a new type of growth, i.e. distribution, warehousing, and logistics.

We also already have precedence for buildings of this height and above in Kent County, including supplementary buildings in the Ag zone, as well as some buildings in our towns. Passing this change for the corridor would allow us to concentrate large scale development in an area that makes more sense and as stated above, is more attractive for these businesses as it gives them direct access to a major trucking route.

Best of luck with the meeting and thank you for your consideration of this proposed change for the future prosperity of Kent County.

Sincerely,

A handwritten signature in blue ink, reading "D. Aaron Bramble". The signature is fluid and cursive, with the first name "D." and last name "Bramble" clearly legible.

D. Aaron Bramble

Tolchester Marina, Owner

Tonya Thomas

From: Liz Peterson <eapredtail@gmail.com>
Sent: Sunday, June 11, 2023 3:01 PM
To: Kent County Commissioners
Subject: Zoning Text Amendment

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- KCIT Helpdesk

Dear Commissioners:

Please heed The Kent County Planning Commission's conclusion that this Zoning Text Amendment is not in "the public's best interest".

It seems to me giving builders the right to construct taller buildings without any restrictions is counter to the County's careful and effective planning and land use strategies.

It is also prudent to learn from other jurisdictions that did not institute specific development plans concerning megawarehouses, and are now regretting their decisions.

I am particularly concerned that the proposal does not seem to add significant job opportunities but will increase impervious surfaces, noise, air and water pollution - let alone potentially decrease property values and increase costs for the county as they will need to provide infrastructure and fire protection for these facilities. The negatives sure seem to outweigh any positives.

Thank you for your time and attention. Please continue to protect Kent County, its citizenry and its importance to the state of Maryland and to the health of the Chesapeake Bay.

Elizabeth Peterson
8595 Orchard Drive
Chestertown, MD 21620
June 11, 2023



June 10, 2023

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

Re: Zoning Text Amendment Support

Dear Kent County Commissioners:

Just a couple of quick things.

I am a real estate broker who has listed and/or sold three Industrial/Employment Center land parcels in the Rt. 301 Growth Corridor. During the last 3 years of marketing these properties I have communicated with more than 30 prospective buyers and agents. Prospective buyers included developers, data center and warehousing companies and hi-tech international agriculture corporations. All these companies expressed a need for building heights in excess of 45 ft. Kent County needs every competitive advantage possible to attract these businesses.

Please approve the 60 ft height limit Zoning Text Amendment in the Employment Center and Industrial zoning districts of the Rt. 301 Growth Corridor.

Yours sincerely,

Cindy Genther
Maryland Broker
The Flynn Company

Kent County Commission
c/o Thomas N. Yeager, County Attorney
203 Maple Avenue
Chestertown, MD 21620
tyeager@kentgov.org

June 12, 2023

RE: Zoning Text Amendment – Height of Industrial Structures –

Dear Mr. Yeager and Kent County Commission Members:

We are Michael Kent and Christopher Kent, owners of the Kent Family Farm (aka, “Deer Haven”) located at 31245 Chesterville Bridge Rd. We have owned the farm since 2002. Shortly after our purchase we placed the entire farm in Trust, through the Eastern Shore Land Conservancy and the Maryland Environmental Trust.

We write to you today to express our deep opposition to Resolution 2023-2, which proposes to increase allowable building heights for industrial structures along the “301 Corridor” from 45 feet to 60 feet. Please understand that we support our County attracting new businesses, including warehouse operations. However, not at the expense of creating an environment that is potentially unsafe and unhealthy for people who live near the 301 Corridor.

The current County Comprehensive Plan identifies the concept of warehouses for the development of the 301 Corridor. The reality, however, is that a warehouse with a 60 feet height limitation is VERY different from a warehouse constructed under the County Land Use Ordinance - which limits industrial structures to a maximum height of 45 feet height - from visual, structural, and functional perspectives. The type of warehouse built with a maximum allowable height of 45 feet is compatible with the type of warehouse envisioned by the Comprehensive Plan. A warehouse with an allowable height of 60 feet is not. Quite simply, it is the difference between a traditional “industrial warehouse” and a high-cube fulfillment center warehouse (as defined by the Institute of Transportation Engineers).

This current ZTA is driven by a variance request from Everton, Inc. We don’t know what the ultimate use for the Everton proposed warehouses will be because there is insufficient information to make any informed decision. Even the Planning

Commission staff have had to guess regarding what the proposed warehouses might look like – admittedly using AI to simulate impacts. (Ironically, it seems, that in trying to examine those simulated impacts, staff used the assumptions of a height limitation of 50 feet, not the proposed 60 feet). It is clear to us that the Commissioners do not have adequate data to decide on the proposed height increase. Further, it certainly does not seem prudent to make such consequential change to the Land Use Ordinance, and this is a very consequential change, without considering the proposed project in its entirety.

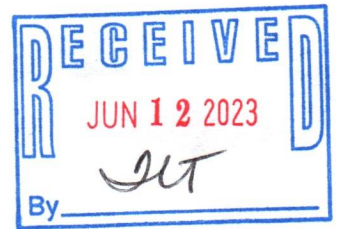
We hope you understand our concern. We urge you not to approve the height increase. One of us will attend and speak at the June 13 hearing. Should you have any questions, please do not hesitate to contact us. We request that this letter be included as part of the official record

Sincerely,

Christopher Kent
703-447-9057

Michael Kent
410-708-6754

201 Greenwood Avenue
Chestertown, MD 21620
June 12, 2023



County Commissioners of Kent County
800 High Street
Chestertown, MD 21620

Dear Commissioners:

Concerning the proposed ZTA, the area in question has been zoned for industrial development for years. The change from 45' to 60' building height would remove one obstacle to potential development and seems a somewhat small change to make.

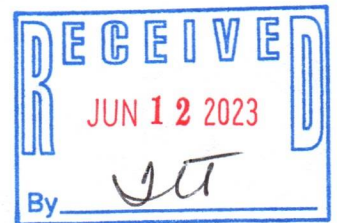
I have lived here long enough to have experienced the NIMBY attitude – we can't possibly support anything other than farms or that support farming. It seems like every time someone wants to do something new, a vocal group will show up with concern about the damage to our farming culture. I believe that we are all united in appreciating the farming culture of Kent County. We need to find ways to protect our beautiful county while ensuring a viable economy.

I am, therefore, interested in seeing the county work to increase our tax base, attract new businesses that might bring young families with children to live here and attend our schools. I support the proposed text amendment for those reasons.

Sincerely,


Beverly Birkmire

201 Greenwood Avenue
Chestertown, MD 21620
June 12, 2023



County Commissioners of Kent County
800 High Street
Chestertown, MD 21620

Dear Commissioners:

Code Home Rule Bill #2-2023 Kent County Land Use Ordinance has been amended many times by the county commissioners. The Rt. 301 corridor is effectively the only industrial zone available for development in Kent County.

Code Home Rule allows for flexibility when progress and new methods and procedures require different district rules, i.e. for commercial solar projects. This bill will do just that.

In the building approval process the height of the structure is a very small cog in a big wheel. But without it, Kent County may lose a competitive edge and potentially lose:

- Increased tax base
- Jobs
- And all that comes with that.

As noted by Tara Weekes Scout in her letter to Mr. Mackey dated April 26, 2023, the 301 corridor has the potential to be an attractive location for developers.

Instead of working against each other, we should and must work together for the good of all. Agriculture and industry can work together as evidenced by the Dixon Valve campus in Chestertown.

As a long-time participant in county planning issues, I fully support and applaud your initiative to further make our beautiful county viable. I have confidence that our county ordinances and guidelines will be applied diligently by county officials to ensure that development will be done well.

Sincerely,


Edward Birkmire



June 10, 2023

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

Dear Kent County Commissioners:

The Greater Rock Hall Business Association supports approval of the Zoning Text Amendment to increase the building height limit to 60 ft in the Rt. 301 Growth Corridor. Kent County needs to attract businesses to grow our tax base and to diversify our economy. With only about 1,000 developable acres available in the Employment Center zone of this corridor, the county should provide every incentive and opportunity for companies to locate here. Having a 60 ft height limit will encourage warehouses and distribution and data centers, like Dixon Valve & Coupling's building in Chestertown, to build in this corridor. In fact, Dixon's warehouse is 57 ft high and could not have located there without Chestertown's 60 ft building height limit.

As enrollment in our schools continues to shrink, we need to attract families with children to move to Kent County. Those families need good paying jobs in high growth industries. The Rt. 301 Growth Corridor is one of only two areas in Kent County available for this type of development.

We recommend the Kent County Commissioners vote to approve this Zoning Text Amendment..

Sincerely,

Suzanne Einstein
GRHBA President

**Testimony on Proposed Text Amendment
To Kent County Land Use Ordinance
Paula Reeder - 6-13-23**

RECEIVED
JUN 12 2023
KENT COUNTY
COMMISSIONERS OFFICE

Good morning, Commissioners. My name is Paula Reeder. I am a 33-year full-time resident of Kent County and a former small business owner in Chestertown. I currently serve on the Economic Development and Tourism Commission and the Kent County Planning Commission which have already weighed in with you on this proposal.

I am here today as a private citizen to urge you to vote for the proposed text amendment. In doing so, I'd like you to know who I am and who I'm not speaking for.

I am not speaking for elitist opponents who recovered more money than they paid for Kent County agricultural land by selling taxpayer-funded preservation easements to the State, pay a pittance in property taxes, and vehemently oppose virtually all County development proposals because they can't abide change. I am not speaking for the minority of County residents who own 89% of County land and contribute just 13% of total property taxes that fund County schools, government, infrastructure, and essential services. I am not speaking for opponents who maintain permanent residences elsewhere to maintain access to jobs, services and conveniences that are not available locally but who, nevertheless, oppose local economic development initiatives that benefit our full-time residents. Lastly, I'm not speaking for the hypocritical opponents of this amendment who chose to dwell near or in the shadow of 80 foot and taller sprawling agri-business compounds without complaint because that's what's required to support their personal business needs and investments.

Instead, I'm here to speak for County residents who can't afford to take off work to be here today and who have encouraged me to speak on their behalf. They include parents who send their children to our public schools, teachers and school personnel who would welcome implementation of the Kirwan mandate in our schools. They include owners of residentially zoned property who have to pay the lions share of property taxes required to fund spiraling public education, infrastructure, and essential services maintenance costs. And, they are among the growing population of County residents who are finding it increasingly difficult to find gainful employment and affordable healthcare and housing in Kent County. For these folks adoption of this text amendment is an important step in the right direction; one that will help Kent County realize increased tax revenue, attract well-paying jobs and better equip County government to support full-time residents' current and future economic wellbeing.

Simply put, adoption of this text amendment is necessary to bring our commercial land use criteria into alignment with industrial building standards that require a 60-foot

exterior building height to house mechanical systems and equipment that enable cost-effective, efficient warehouse and manufacturing operations. The justification for this text amendment is no different than that which permits 80 to 150 foot tall silos and grain storage facilities that exist in droves all over the County. There is no good reason to deny commercial businesses the same consideration we've extended to our farmers to enable them to achieve these shared business performance goals.

Opponents' fear mongering assertion that this text amendment will lead to uncontrolled Middletown-type development and destruction of our "way of life" is patently absurd. The facts are that less than 12% of county land is zoned for commercial, industrial, and residential use and this text amendment applies to just one of two small districts approved for commercial and industrial development. Further, development project permitting will remain subject to developers prior satisfaction of the County's rigorous project approval criteria. Given these conditions, the prospect of unfettered development is simply not plausible.

Opponents' final fallback argument is that action on this text amendment should be deferred until it can be considered in the larger context of a new Comprehensive Plan. As you know, our Comprehensive Plan isn't scheduled for a rewrite for another 5 years. In the meantime, without prompt action to amend our land use code to recognize present day business practice standards and proactively encourage Smart Growth, we will face increasingly severe County budget constraints and shortfalls. And I'm sure none of you look forward to continuing to have to tackle those challenges in the days ahead.

Delaying action on this proposal is not in any of our best interests. It's time for Kent County to strike an appropriate balance between local agricultural, residential, and commercial/industrial business interests. To do so, the County should follow Chestertown's lead and start conforming our county land use ordinance to present day commercial building standards and best practices so we can attract strong new businesses to the one location the County identified as its preferred site for large scale commercial/industrial development over 20 years ago.

Again, I ask for your affirmative vote on this proposal. Thank you for your consideration.

Lacey Cox

From: Emily McCoy -MDH- <emily.mccoy@maryland.gov>
Sent: Monday, June 12, 2023 2:12 PM
To: Kent County Commissioners
Cc: Jamie Williams; Planning
Subject: SUPPORT - Zoning Text Amendment Industrial Height
Attachments: SUPPORT ZTA permitted height industrial structures.pdf

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- KCIT Helpdesk

Good morning,

Please find enclosed my letter of support for the zoning text amendment that will regulate the permitted height of industrial structures in the 301 corridor for consideration during your hearing on June 13, 2023.

Thank you,
Emily McCoy

--

NOTICE: This message and the accompanying documents are intended only for the use of the individual or entity to which they are addressed and may contain information that is privileged, or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, you are hereby notified that you are strictly prohibited from reading, disseminating, distributing, or copying this communication. If you have received this email in error, please notify the sender immediately and destroy the original transmission.

June 12, 2023

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

From: Emily McCoy
21363 Lynn Lane
Chestertown, MD 21620

RE: SUPPORT for Zoning Text Amendment to Code Home Rule under Bill No. 2-2023

Please let this letter serve as formal support for the ZTA that would regulate the permitted height of industrial structures in the 301 Corridor.

The proposed amendment would allow for controlled growth in the county, which is needed to support the economic growth of the county. I am also in full support of defining the 301 Corridor in the Land Use Ordinance. Planning, Housing, and Zoning staff clearly explain how and why this ZTA complies with the Comprehensive Plan and its highest priorities as well as changes in these buildings and automated fulfillment technology require this update to previous regulations.

The existing code continues to inhibit growth, especially to help attract working families who make seek employment in the county.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily C. McCoy", is written over a faint, larger blue outline of the same signature.

Emily C. McCoy, M.B.A., C.M.P.A

Lacey Cox

From: Vernon Miller <vmiller2014@outlook.com>
Sent: Monday, June 12, 2023 3:26 PM
To: Kent County Commissioners
Subject: 301 whare house

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- KCIT Helpdesk

To KENT CO. COMM. DEAR SIR I LIVE VERY CLOSE TO THIS PROPOSED PROJECT in fact on the road it will take place. my property value will be affected severely if it takes place. plus the large amount of vehicles & there size will be a detriment to our community. please allow us to live in our Kent county with out this outrageous monstrosity. WOULD YOU WANT IT IN YOUR NEIGHBORHOOD/ COMMUNITY.

MILLER
Sent from Mail for Windows
VMILLER2014@OUTLOOK.COM

REGARDS VERNON/CAROL

CHESTERVILLE MD 21651

226 N. Kent St., Apt. B
Chestertown, MD 21620
June 12, 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:

The following is my comment on an item on your agenda for tomorrow's meeting, June 13, 2023, concerning Code Home Rule Bill 2-2023 (To Update The Permitted Height Of Industrial Structures In The Route 301 Corridor).

I ask that you vote no for this Zoning Text Amendment. The reason I am urging you to not vote for it is very simple: You don't have to do this. **Sometimes the most careful, conservative course of action is to take NO action.**

It appears that the only reason you are being asked to adopt this amendment is that one developer is seeking to assure buyers for one property that they can build to suit their current plans for a single project. Others commenting will suggest – persuasively, I believe – that this proposed amendment calls for you to take an action that is unconstitutional in Maryland: passing a “special law,” that is, benefiting one influential person. The Maryland constitution prohibits such an action. That risk alone should give you cause to reject this amendment.

Just as important, you have a better way to accomplish the same aims, constitutionally, and in a way that should preserve our community's ability to look carefully at individual proposals for individual sites with individual surroundings and environmental resources.

What you can do is to proceed to consider this request under the Comprehensive Rezoning Update you have had on your collective desk for months if not years.

As someone who participated as much as I could in the Comprehensive Rezoning Update (CRU), I am distressed that you and the Planning Commission and all of us in the public have been caused to take unnecessary time and effort to consider this Zoning Text Amendment. This piecemeal approach to both the height limit and economic development in the 301 corridor disrespects the entire CRU process.

I urge you to undertake a study as part of the continuing CRU process, to identify ways to incorporate support for economic development across the county – not just in the 301 corridor – into your final actions for the CRU. I believe our zoning could use additional attention and research in order to align with our economic opportunities, on a comprehensive basis.

Without such an approach, I predict you will see yet more piecemeal zoning text amendments proposed over and over by developers in the years ahead – a waste of everyone's time and an unacceptable level of uncertainty in our local laws governing development. AND – the reason for undertaking the CRU in the first place.

Let's figure out a way in our land use ordinance to anticipate comprehensive needs in the economic development process, and the county's needs overall, wisely and efficiently and sustainably.

When a developer proposes major changes to our successful land use system, the conservative approach is not to award that request with a "by right" change to our zoning, but to proceed with deep caution. Using the CRU process allows us to think carefully about all possible impacts and establish a means for negotiating ways to mitigate those impacts while preserving the developer's vision in a way that benefits everyone. Please vote no on adopting the Zoning Text Amendment before you. Thank you for your consideration.

Sincerely yours,

A handwritten signature in cursive script, reading "A. Elizabeth Watson".

A. Elizabeth Watson, FAICP

RESOLUTION 2023-02

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION TO INTRODUCE A TEXT AMENDMENT TO REVISE CHAPTER 222, ZONING, OF THE COUNTY CODE OF KENT COUNTY, MARYLAND, ALSO KNOWN AS THE KENT COUNTY LAND USE ORDINANCE, TO UPDATE THE PERMITTED HEIGHT OF INDUSTRIAL STRUCTURES LOCATED IN CERTAIN ZONING DISTRICTS AND LOCATED IN THE ROUTE 301 CORRIDOR.

WHEREAS, the Board of County Commissioners of Kent County, Maryland (the Board) may exercise its right to amend the County Code of Kent County, Maryland (the Code), by legislative action in the form of a Code Home Rule Bill to create an Act and thus propose text amendments to the Code; and,

WHEREAS, in Article XII, *Administrative Procedures*, Section 6, *Amendments*, §1, the Land Use Ordinance states regarding the Board and the Code that “The County Commissioners may amend, supplement, or change the boundaries of the districts or the regulations of this Ordinance. Any amendment may be initiated by resolution of the County Commissioners...”; and,

WHEREAS, the *2018 Comprehensive Plan* specifically identifies as one of its highest priorities that “Through its economic development planning and land use implementation measures [zoning code, among other tools], 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”; and,

WHEREAS, industry standards are changing including up to 40-foot clear ceiling heights for new warehouse facilities and even 50-foot clear ceiling heights, as reported by NAIOP Maryland and others, necessitating new building height limits to accommodate both interior spaces and structures to support roofs and screening of rooftop equipment; and,

WHEREAS, the Board finds that amending the permitted height of industrial structures in certain zoning districts for those properties located along the 301 Corridor addresses the public need to provide for economic development through the aforementioned tool of land use implementation measures by expanding zoning district flexibility in employment center and industrial zoning in general; and,

WHEREAS, the permitted maximum heights for industrial structures in the Employment Center zoning district and the Industrial zoning district could be amended for greater flexibility; and,

WHEREAS, the Code does not currently include provisions for the height of industrial structures in the Commercial zoning district, even though *distribution centers and warehousing* are permitted uses in said district; and,

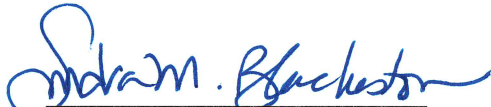
WHEREAS, the Board determines that updating local zoning regulations including provisions to allow for construction of modern, marketable buildings on properties currently zoned for new industrial uses to support economic development does serve to further the health, safety, and welfare of Kent County.

NOW, THEREFORE, BE IT RESOLVED, that on March 14, 2023, the Board does hereby introduce the proposed text amendment, attached hereto as Exhibit A, to amend the height of industrial structures along the 301 Corridor in the Employment Center zoning district and Industrial zoning district, and to add new height regulations for industrial structures both inside and outside the 301 Corridor in the Commercial zoning district that already permits such structures as *distribution centers and warehousing*.

BE IT FURTHER RESOLVED that the Board refers the draft amendment for advisory review and recommendation to the Kent County Planning Commission.

ADOPTED this day, March 14, 2023.

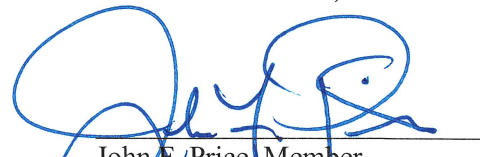
ATTEST:


Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

TESTIMONY LOG

PUBLIC HEARING

June 13, 2023

CODE HOME RULE 2-2023 CHR BILL NO. 2-2023 INDUSTRIAL STRUCTURES IN 301 CORRIDOR

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. EDWARD BIRKMIER
2. BEVERLY BIRKMIER
3. Jamie Williams
4. Joe Goetz
5. Christopher Kent
6. George D. Tek
7. Patricia L. Stock
8. Wayne Wallendorf
9. Pam Reder
10. ~~Melinda~~ Melinda Bookwalter: for Janet Christensen-Lewis,
11. Melinda Bookwalter: self
12. Michael Riggan
13. P. Shama Man
14. ELLIOTT HARWOOD
15. Bryan Matthews
16. Pat Langenfelter
17. DICK STORY
18. DAVID FOSTER

OVER
↓

18. Allan Durham
19. John Lysinger
20. Grant Giel
21. ~~Wally Elizabeth Watson~~ not in attendance
22. WAYNE GILCHREST
23. Judy Gifford
24. Tom Timberman
25. Chip MacLeod
26. Joe Howard
27. Ethan Jones
28. John Canal - Mayer Galena
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.

From: Delmarva Craft <delmarvacraft@gmail.com>

Sent: Monday, June 12, 2023 5:38:40 PM

To: Ron Fithian <rfithian@kentgov.org>; Albert Nickerson <anickerson@kentgov.org>; John Price <jprice@kentgov.org>; Shelley Heller <sheller@kentgov.org>; Economic Development <econdev@kentgov.org>

Subject: Zoning Text Amendment - Commercial Building heights

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- KCIT Helpdesk

Greeting County Commissioners, Administrator Heller and Director Williams,

I am writing to express my support for the zoning text amendment to allow building heights of 60 feet in areas zoned for commercial development.

I have spent a lot of time collecting data and analyzing the economic status of Kent County and the Town of Rock Hall, where I live. I understand the financial issues that face my county and my town. I also understand that there are a variety of very deeply held positions about the future path of this county.

I don't believe I have met a single Kent County resident who doesn't love the rural, "wide open spaces" aspect of our home. It is a breathtakingly beautiful place. This is a big part of why we love living here. However, the decades of suppressing development here has taken a financial and economic toll. I believe our financial "day of reckoning" is at hand.

As I'm sure you are aware, 89% of our land is zoned agricultural, limiting your ability to tax it. This leaves a scant 11% for residential and commercial use. My understanding is that the commercially zoned areas comprise only 5.9%. In my view, regardless of what many / any of us may want individually, we have little choice but to take whatever actions we can to maximize the tax revenues from these commercial areas. If it takes taller buildings to generate these tax revenues then we should proceed, with all haste.

We need to increase the population of this county to generate sufficient property and income taxes to help us thrive in the future. Without new, year-round, industry and jobs it will be difficult to do so. With this in mind, developing the commercial areas ASAP is essential. If passing this zoning text amendment helps to move this process forward then we must do it.

I think it is important for all my fellow Kent County residents to understand our demographics:

1) Current average age for MD = 38.8 years, Kent County = 47.1 years, Rock Hall = 55.1 years
Demographically, we are an "old" county

2) % of residents over 50 years in MD = 36% Kent County = 48% Rock Hall = 56%

3) Median household income for MD = \$90k, Kent County = \$64k, Rock Hall =

\$50k Financially, we earn less than most other counties

Why is this data important? Because our income tax base is already significantly lower than the statewide average AND our population is rapidly aging into retirement.

As more and more residents stop working and begin living off savings / social security the tax base will continue to erode. I am sure you are already aware of this.

These facts only emphasize the urgency for commercial development and the construction of housing for young families. Failure to act on this information will force increases to property taxes and service fees that will fall upon the budgets of an increasingly elderly population. They will be hard pressed to pay.

If these people are forced to sell their homes and leave, I suspect many properties will be acquired as second homes by non-residents. This exacerbates two issues:

- 1) These people are not homesteaded in Kent County and their income will be taxed elsewhere
- 2) Many of these homes will enter the "AirBnB" pool, depriving us of housing for people to live and work in the county

I could go on but I think you already understand these issues.

I respectfully request that you approve this zoning text amendment and start Kent County on a course to a prosperous future that still respects and maintains our rural heritage.

Thank you,

Rick Carter

Rick Carter
Delmarva Craft, LLC.
443.370.7926

Lacey Cox

From: Janet C <jmchris@pucksglenfarm.com>
Sent: Monday, June 12, 2023 6:58 PM
To: Kent County Commissioners
Subject: CHR 2-2023 hearing
Attachments: Public Hearing CHR 2.2023 6.13.2023.docx

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Attached please find my testimony for tomorrows hearing. I am unable to attend but have made arrangements for my testimony to be read during the hearing.

Janet Christensen-Lewis

Janet Christensen-Lewis
jmchris@pucksglenfarm.com
267 357 0466

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

Dear Commissioners;

It seems to be a prevailing belief among supporters of Code Home Rule 2-2023 that the only options available are to either support the amendment or be opposed to the sustainable economic future of Kent County. However, this oversimplifies the concerns raised by most individuals expressing their opinions about the amendment. What is actually being called for is a comprehensive review of the criteria for warehouse development in Kent County. A good example of this approach would be the [Lehigh Planning Commission's Report](#).

Furthermore, the Commissioners are being asked not to pass this text amendment as a piecemeal approach but to consider integrating it as part of the ongoing Comprehensive Rezoning process. By taking this more comprehensive approach, the county can avoid repeating the mistakes made in other locations, such as Harford County, Lehigh Valley Pennsylvania, Riverside, California, New York, and various other places across the country.

These afore mentioned locations share a commonality: they initially welcomed warehouses as a form of economic development without fully considering the consequences. Over time, they realized the negative effects, including loss of farmland, decreased property values, air pollution, deteriorated water quality, and costly infrastructure repairs and upgrades. Kent County can learn from these mistakes and not repeat them.

Therefore, the decision at hand is not binary it merely requires thoughtful consideration to ensure that the benefits of warehouse development outweigh the costs. It is crucial to heed the advice of the Kent County Planning Commission, after much consideration and discussion they provided an unfavorable recommendation for Code Home Rule 2-2023 regarding the height of industrial buildings.

Many individuals speaking up at these hearings will directly experience the impact of this decision, unlike any of you, Commissioner Fithian, Price, and Nickerson. Your homes will not be subjected to the noise of airbrakes and idling diesel engines, your vistas will be unchanged, and the air you breath will not be impacted daily by living within the 2-mile radius identified by the EPA as areas where pollutants like small particulate matter and Nitrogen dioxide are increased around warehouses.

I urge you to invest the necessary time and effort to thoroughly research the effects of warehouse development on communities that have experienced proliferation which this amendment is designed to facilitate. By studying the mistakes made in other areas, Kent County can gain valuable insights and adopt strategies that maximize revenue while minimizing long-term liabilities, including addressing issues such as traffic congestion, air and water pollution, and infrastructure costs. Adopting CHR 2-2023 will not accomplish this outcome.

Janet Christensen-Lewis
Millington, Md 21651

Lacey Cox

From: Dan - Martha Bliss <sailbrunelle@gmail.com>
Sent: Tuesday, June 13, 2023 8:03 AM
To: Kent County Commissioners
Subject: Kent County Zoning Changes

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- KCIT Helpdesk

To: The County Commissioners of Kent County, MD

From: Daniel and Martha Bliss
5902 N Hawthorne Ave.
Rock Hall, MD 21661

Subject: Proposed Zoning Text Amendment 2-2023

Dear Sirs:

Martha and I are opposed to the proposed Zoning Text Amendment. We feel strongly that a detailed study of the impact of warehouse development should be undertaken prior to any change in general policy or even single exceptions to existing policy. We drive from Rock Hall to and through the area in question and often comment on the beauty and peacefulness of the surroundings, both around Millington and the countryside between Rock Hall and Millington. It is a concern to us that a Zoning change would be adopted without a detailed study of the effects of that change to Kent County both now and in the more distant future.

Thank you for considering our opinions.

Sincerely,

Daniel J. Bliss
Martha R. Bliss

Lacey Cox

From: Laura Wolfe <lwolfeva@gmail.com>
Sent: Tuesday, June 13, 2023 8:05 AM
To: Kent County Commissioners
Cc: Marc Krushinski; nicole.mcgill62186@gmail.com; Darryl Calloway
Subject: Zoning Text Amendment 2-2023

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- KCIT Helpdesk

Dear Commissioners:

My family lives in Millington and are deeply concerned about the ramifications this Amendment would have on our immediate community.

We appreciate the current low impact to our living environment with respect to noise, light, water, traffic and air pollution. It is with this deep appreciation of our community that we're asking you to deny the development of "high cube" industrial buildings and automated warehouses. These types of irresponsible developmental decisions come at a high cost to the quality of life communities enjoy and add little to the communities affected.

Please consider our beautiful landscapes and put our quality of life over proposed high cube industrial developments.

Thank you,
Laura A. Wolfe

Lacey Cox

From: Shelley Heller
Sent: Tuesday, June 13, 2023 8:34 AM
To: Kent County Commissioners
Subject: FW: Letter in Support of Bill No. CHR 2-2023
Attachments: Kent County - Bill No. CHR 2-2023 Letter.docx



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: James Cook <jcook@rockhallmd.gov>
Sent: Monday, June 12, 2023 9:56 PM
To: Shelley Heller <sheller@kentgov.org>
Cc: Ron Fithian <rfithian@kentgov.org>; Albert Nickerson <anickerson@kentgov.org>; John F. Price <jfprice@kentgov.org>
Subject: Letter in Support of Bill No. CHR 2-2023

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- KCIT Helpdesk

Hi Shelly and Honorable Commissioners,

I have a letter attached in support of the Bill No. CHR 2-2023. I think this is a great move and am very happy to see this invitation of investment into the county. Feel free to read my letter into the record. I also plan to attend virtually if I can get out of my meeting on time. You'll see I do have a line in the letter referencing the tax setoff discussion. Please do not take this as a dig at any of the productive conversations we have had on the subject. It is intended to garner support from people who are in opposition. I hope this helps. Have a fantastic week.

Thanks,
James

Attn: President Fithian, Commissioner Price, Commissioner Nickerson
Kent County Board of Commissioners
400 High St,
Chestertown, MD 21620

I am writing in support of Bill No. CHR 2-2023 which amends the building height restriction of commercial and industrial buildings located along the Route 301 corridor. This bill has significant potential to draw investment into the County. This investment can produce jobs for county residents and will help expand the property tax base and revenue. Facilitating job creation and offsetting resident's tax burdens is a goal all elected officials should hold at the forefront of their decision-making process. Changing the height restriction along the 301 corridor is an effective and low-impact way to accomplish these goals.

There are always trade-offs when considering or enacting a new policy and many of those who may be in opposition do have valid concerns. However, this change seems to provide more benefits than negatives. I should add that during the recent productive discussions on the County tax set-off issue, one of the important factors discussed was the need to encourage and facilitate growth in areas which can and should host the specific types of development most suited for that area or jurisdiction. The County, through this bill, is practicing exactly this principle by focusing significant commercial and industrial development along an existing major highway where it should be. I believe this action will be a net benefit to the County and will be a net positive to the people who I represent. I fully support this low-impact and thoughtful action on the part of the Commissioners.

Respectfully,

James Cook
Mayor of Rock Hall

Lacey Cox

From: Michael Bitting <m.bitting@baumann-us.com>
Sent: Tuesday, June 13, 2023 12:31 PM
To: Kent County Commissioners
Subject: Entirety of Comments
Attachments: Letter to Commissioners.doc

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- KCIT Helpdesk

Good Afternoon,

Attached is the entirety of my comments today. Thanks again for your time and consideration.

Best,

MICHAEL BITTING, LEED AP BD+C, ActiveScore AP
SUSTAINABILITY PROJECT MANAGER



1424 K Street NW | Suite 500 | Washington, D.C. 20005
cell +1 443 415 5116
email M.Bitting@baumann-us.com
www.baumann-us.com



🌐 Before you print – think about the environment



MICHAEL BITTING

MIKE.BITTING@GMAIL.COM
443.554.5284
209 BIRCH RUN RD, CHESTERTOWN, MD 21620

Good Day Commissioners,

I want to thank you for your service as I know it's a reflection of your care for the County and often a thankless job. Regardless of how you end up voting, I know your vote will reflect what you feel is in the best interest of the county.

My name is Mike Bitting, I have a master's degree from Johns Hopkins University in Watershed Management and an undergraduate degree in Environmental Science from Gettysburg College. I've worked in sustainable development for the entirety of my professional career and feel that I'm uniquely positioned to speak to some of the concerns that the community has surrounding the proposed text amendment as well as in the overall environmental impact that a project such as this would entail.

I love Kent County for the same reasons the opposition does. The sense of community I have experienced here is unparalleled and one of the main reasons I am raising my 3 children here.

Census shows a stagnant population, we essentially have the same population now that we did in 1900 per historic census records. Our poverty rate is approximately 3x the rate of Queen Anne's County. To me that is an indication that intentional adjustments need to be made.

I respect that everyone here has a right to voice their opinion. I fear that many people are not represented by the most vocal in the community for several factors. Due to the structural limitations many of the younger working families face, such as childcare and work schedules, many of us do not have the flexibility to attend these meetings. Amongst my peers there is a lot of uncertainty over the financial future of the county and our ability to meet the obligations that are facing us regarding funding Kirwan.

What we are faced with is a difficult situation. Schools are facing a mandate by Kirwan legislation where Kent is projected to need a significant amount of tax revenue (11-14 million over the next 10 years). To fund that, the commissioners and planning director are tasked with figuring out how. We do not currently have that funding without raising taxes significantly on our current tax base as well as potentially losing many services we currently enjoy.

There is a pattern in the narrative of dissent that skews towards conspiracy and conjecture. We see this presented in the form of well-structured opinion pieces that sprinkle in various methods of misinformation and conspiracy to back up their opinions with baseless accusations. The rhetorical style chosen by the opposition is calculated, conspiratorial, petty, immature, misleading, and purposely divisive.

In my current role I work on many warehouse and distribution centers. My role in this position has given me the first hand opportunity to view the proper way to implement sustainable growth with significant consideration for environmental impact. The vast majority of modern warehouses and distribution centers take extreme care for screening and stormwater management. A significant amount of these project implement rooftop solar and other meaningful strategies to minimize their impact. From an



MICHAEL BITTING

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environmental perspective, these facilities have a lower environmental impact than a farm field with regard to the impact on our beloved watershed. These are the considerations that we need to implement in the approval process which we have the power to do.

To me this situation represents not a threat but an opportunity. How can we move forward and have a viable community that accounts not just for aesthetic appeal but for a functioning community. Development can be done in a sustainable way, maintaining the qualities we love about our place without sacrificing the basic needs of our county. Kent County has the opportunity to become a model for managed and sustainable growth. We just must be intentional with how that is implemented.

The state of Maryland and Kent County have strict zoning laws that Delaware does not. The consistent slippery slope argument comparing any proposed development to turning us into Middletown is just gaslighting. I have an intimate knowledge of the planning process, having been on staff for 3.5 (nearly 4) years. I am acutely aware of the screening requirements and planning process that is required for a proposition such as the proposed development in Millington.

I do not know who Russ Richardson is, but I do know who the planning director is. In my professional career I've never met a person who is more unflappable in his commitment to the rule of law and process. To suggest that the planning department is implicit in a conspiracy (with no apparent personal benefit) is at best an insulting personal attack and at worst libelous.

Using feigned environmental concerns as a backdrop for opposition is completely bananas. It is disingenuous and misguided. If the Kent Preservation Alliance was concerned about environmental impact beyond aesthetic appeal, they would be focusing their energy on much more significant point source pollution, such as the impact of agriculture on water quality. Our county has the least amount of tree canopy in Maryland. The water quality of the Chester River is a direct result of the agricultural processes implemented locally.

The Kirwan Mandate is law, the commissioners are tasked with figuring out how to pay for it, and the result will either be an increase in taxes, a decrease in services, or a combination of the two without increased economic development.

My proposal is to allow this first step in the planning phase to be passed, knowing that multiple steps and reviews will be required for any project to move forward. Consistent opposition to all thing's development related will cause further population decline, demographic segregation, and alienation of younger families to enjoy the area we love. You have an opportunity to change the historic narrative and prop up our incredible community with an openness to intentional economic development.

Best Regards,

Mike Bitting
209 Birch Run Rd, Chestertown

Lacey Cox

From: Joseph Goetz <jgoetz@kent.k12.md.us>
Sent: Tuesday, June 13, 2023 1:46 PM
To: Kent County Commissioners
Cc: WA178
Subject: KCPS BOE Letter of Support Zoning Text Amendment, Bill No. 2-2023
Attachments: KCPS BOE Letter of Support ZTA #2-2023 23-0613.pdf

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- KCIT Helpdesk

Dear County Commissioners,

Please find the letter of support attached for the Zoning Text Amendment, Bill No. 2-2023 that I read into the record during the Public Hearing today on June 13, 2023.

This was a voted action at the June 12, 2023 KCPS BOE Meeting where the vote was three (3) in favor, one (1) against and one (1) abstention. The three votes in favor provided their signatures.

Thank you for providing the time to speak.

Very best,

--

Joe Goetz

Board of Education, President - Kent County Public Schools

President - Maryland Association of Boards of Education (MABE)

Group Pool Insurance Trustee - Maryland Association of Boards of Education (MABE)

5608 Boundary Avenue

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Kent County Board of Education

Growing a Community of Leaders

June 13, 2023

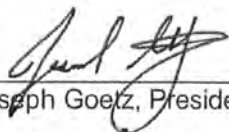
Ronald H. Fithian, President
Albert H. Nickerson, Member
John F. Price, Member
Kent County Commissioners
400 High Street
Chestertown, MD 21620

Re: Letter of Support – Zoning Text Amendment

Dear County Commissioners,

The Board of Education of Kent County is pleased to submit this letter of support for the proposed Zoning Text Amendment, Bill No. 2-2023, that would regulate the permitted height of industrial structures in the Route 301 Corridor.

At its June 12, 2023 meeting, the Board of Education voted to support Bill No. 2-2023 because the increased industrial structure capacity contemplated by bill would create the opportunity for greater economic development in Kent County in a controlled manner within two designated growth areas. Since the Board of Education is funded in part by the County Commissioners of Kent County, the Board of Education hopes that the economic development opportunities created by the bill will strengthen Kent County's financial position and benefit all who are served by the County Government.



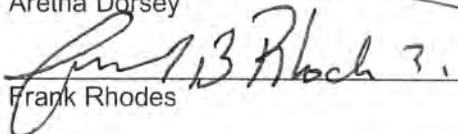
Joseph Goetz, President

Francoise Sullivan, Vice President

Trish McGee



Aretha Dorsey



Frank Rhodes

Lacey Cox

From: Frank Lewis <flewis@fastmail.com>
Sent: Monday, June 12, 2023 10:37 PM
To: Kent County Commissioners
Subject: CHR 2-2023 Hearing
Attachments: Attachment 2-Rutherford, NJ.pdf; Attachment 1-ITE Trip Generation Rates-10th Ed.pdf; Attachment 7-Lehigh Valley Plan Com-Guide to Warehouse Evaluation .pdf; Attachment 6-Milford, MA.pdf; Attachment 5-Bloomington, CA.pdf; Attachment 4-Eastvale, CA.pdf; Attachment 3-Riverhead, NY.pdf

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June 12, 2023

TO: KentCounty@Kentgov.org
FR: flewis@fastmail.com

Subject: CHR 2-2023 Hearing

Ronald Fithian, President, Kent County Commissioners Albert Nickerson, Member John Price, Member

Dear Commissioners:

I am writing to oppose the approval of a Zoning Text Amendment which increases the height limit from 45 to 60 feet in the 301 corridor, and will detail some of the reasons why I believe this would severely degrade the environment in that area in an irreversible manner. In addition, I believe the approval of a ZTA rather than requiring such approvals to be done on an individual basis through a variance for a specific building would eliminate your ability to exercise future control for similar structures and would be an extraordinary hazard to the environment of Kent County, and the specific area of Millington Crossing.

The effect of increasing the height limit from 45 to 60 feet is basically to double the effective usable floor area of the warehouse. The usual ceiling height of warehouses is 30 feet, and an increase to 60 would allow two separate floors to be built, or alternatively would allow storage racks on a single floor to be nearly doubled in height. Automated and computerized technology has made it possible to operate storage and retrieval equipment at these greater heights, and thereby to increase the usable cubic feet within the warehouse without increasing the size of the footprint. The end result of this is to increase the usable volume of the warehouse, which proportionally increases the storage capacity, and subsequently the truck traffic to and from the warehouse. Since the volume of traffic is the principal cause of the environmentally negative impact of the warehouse in the first place, the increase in height limit would effectively magnify the negative impact of the warehouse on traffic by 150-200%.

Since the traffic volume is the principal factor I want to raise as a negative effect of raising the height limit, I want to detail the reasons for my concern about this issue. In my research I have been amazed at the volume of traffic which facilities such as this generate. The standard reference for estimating traffic at high-cube

warehouses or distribution centers, which is what this warehouse is intended to be, is the Trip Generation 10th Edition of the Institute of Traffic Engineers. Attachment 1 to this email provides a summary of estimated volume of peak anticipated evening traffic. These projections are based on the total square footage of the warehouse. The rates provided for peak evening traffic is 1.37 trips per thousand square feet. Since each of the proposed warehouses is 256,000 square feet, the total is 512,000 square feet. Multiplying 512 times the above estimates gives the following projections:

Total daily volume – $512 \times 1.37 = 701$ trips

Assuming an approximate 18 hour operating day, the average hourly trip rate would be $701/18 = 39$ trips/hr, or approximately 1 trip in or out every 1.5 minutes. This relatively uninterrupted traffic flow throughout the day would totally change the character of the traffic flow at the 301/291 crossing. The traffic circles, overpass, and adjacent access roads were not designed for nor anticipated to have such a volume of traffic, now would the people who have to drive regularly through that intersection have any concept of how severe the effect would be on their normal commuting. I doubt that most people contemplating the building of a new warehouse at this location have any conception of how disruptive this would be.

The resulting impact of air pollution from this massive volume of traffic, not to mention the additional emissions from dozens of idling diesel trucks parked at the warehouse, waiting to be loaded or unloaded, would likely create a major environmental hazard with significant degradation of the air quality in that area.

The traffic study which was done by the developers to analyze the impact of these warehouses was done on the assumption that this was an old style warehouse (Type 150) with a 45 foot height limit, and would be primarily a storage facility, not a distribution warehouse or fulfillment center. Such facilities have a dramatically lower traffic flow, as can be seen by consulting Attachment 1 again, for a Type 150 warehouse v. a Type 155 warehouse, which is what is intended. One can see that instead of 1.37 trips per 1000 sq ft, the estimate for Type 150 warehouses is only 0.19 trips/1000 sq ft, generating an estimate of only 97 trips/day, rather than 701. This study, which is all the Planning Commission and County Commissioners presently have, is therefore invalid and of no value whatsoever in projecting the traffic impact from a Type 155 high-cube distribution warehouse, particularly one with a 60 foot height limit which allows the number of floors to be doubled. Before any approvals can be considered for this ZTA, it is essential that the commissioners insist that a new traffic study be done which will accurately project the volumes of traffic which can be anticipated from the intended use of this facility, including the projected height limit increase from 45 to 60 feet. Without this they have no way to accurately evaluate the real impact of these structures on the local environment of Kent County and the residents in that area.

It's also important to note that the initial zoning of this area, which designated the area for industrial warehouse use, was done in 2002, over 20 years ago. At that time no one could have anticipated the explosion in online retail commerce, and the resulting pressure to construct huge warehouses with heights far above a single story, and automation which allows many times the packaging throughput that was normal in the past. The traffic impact which I have outlined here is only one aspect of the multiple negative impacts which such facilities have, and neither Kent County nor the developer have done any such studies, so any zoning decisions in regard to such facilities should be postponed until such information is available. To do otherwise is to ignore the irreversible degradation of the local environment and the basic living quality of Kent County residents. I believe it is the essential obligation of the Commissioners to protect the environmental quality of Kent County and consider the residents' welfare before they move forward with approval for this project. They presently lack a great deal of essential information about the global environmental impacts and must have this to make a truly informed decision.

To illustrate that the above concerns are not purely theoretical, I have included five attachments that describe in detail what the impacts of high-cube warehouses have been in different areas of the country, and how the environments have been severely degraded without adequate evaluation of the impacts before they were

constructed. Once built, such structures will be there for a long time, and it is crucial for the Commissioners to carefully consider what the impact of their decisions will be for decades to come.

Lastly, I have attached a comprehensive planning document which was created by the Lehigh Valley Planning Commission in 2021 to illustrate all of the issues which need to be considered when considering the approval of high-cube warehouses. Traffic volume is only one consideration of many others that need to be evaluated. This is the most comprehensive document I have been able to find that clearly outlines all of the issues which are important to consider.

Sincerely,

Frank R. Lewis
30475 River Road
Millington, MD 21651

List of Attachments

1. ISE Trip Generation Rates, 10th Ed.
2. Rutherford, NJ
3. Riverhead, NY
4. Eastvale, CA
5. Bloomington, CA
6. Milford, MA
7. Lehigh Valley Plan Com Guide to High Cube and Automated Warehousing

INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

				Setting/Location	
Code	Description	Unit of Measure	Trips Per Unit	General Urban/ Suburban	Dense Multi- Use Urban
PORT AND TERMINAL					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
INDUSTRIAL					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		
RESIDENTIAL					
210	Single-Family Detached Housing	Dwelling Units	0.99		
220	Multifamily Housing (Low-Rise)	Dwelling Units	0.56		
221	Multifamily Housing (Mid-Rise)	Dwelling Units	→	0.44	0.18
222	Multifamily Housing (High-Rise)	Dwelling Units	→	0.36	0.19
231	Mid-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.36		
232	High-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.21		
240	Mobile Home Park	Dwelling Units	0.46		
251	Senior Adult Housing - Detached	Dwelling Units	0.30		
252	Senior Adult Housing - Attached	Dwelling Units	0.26		
253	Congregate Care Facility	Dwelling Units	0.18		
254	Assisted Living	1,000 SF GFA	0.48		
255	Continuing Care Retirement Community	Units	0.16		
260	Recreation Homes	Dwelling Units	0.28		
265	Timeshare	Dwelling Units	0.63		
270	Residential Planned Unit Development	Dwelling Units	0.69		
COMMERCIAL					
310	Hotel	Rooms	0.60		
311	All Suites Hotel	Rooms	→	0.36	0.17
312	Business Hotel	Rooms	0.32		
320	Motel	Rooms	0.38		
330	Resort Hotel	Rooms	0.41		
RECREATIONAL					
411	Public Park	Acres	0.11		
416	Campground / Recreation Vehicle Park	Acres	0.98		
420	Marina	Berths	0.21		
430	Golf Course	Acres	0.28		
431	Miniature Golf Course	Holes	0.33		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
432	Golf Driving Range	Teens/Driving Positions	1.25		
433	Batting Cages	Cages	2.22		
434	Rock Climbing Gym	1,000 SF GFA	1.64		
435	Multi-Purpose Recreational Facility	1,000 SF GFA	3.58		
436	Trampoline Park	1,000 SF GFA	1.50		
437	Bowling Alley	1,000 SF GFA	1.16		
440	Adult Cabaret	1,000 SF GFA	2.93		
444	Movie Theater	1,000 SF GFA	6.17		
445	Multiplex Movie Theater	1,000 SF GFA	4.91		
452	Horse Racetrack	Seats	0.06		
454	Dog Racetrack	Attendees	0.15		
460	Arena	1,000 SF GFA	0.47		
462	Professional Baseball Stadium	Attendees	0.15		
465	Ice Skating Rink	1,000 SF GFA	1.33		
466	Snow Ski Area	Slopes	26.00		
473	Casino/Video Lottery Establishment	1,000 SF GFA	13.49		
480	Amusement Park	Acres	3.95		
482	Water Slide Park	Parking Spaces	0.28		
488	Soccer Complex	Fields	16.43		
490	Tennis Courts	Courts	4.21		
491	Racquet/Tennis Club	Courts	3.82		
492	Health/Fitness Club	1,000 SF GFA	3.45		
493	Athletic Club	1,000 SF GFA	6.29		
495	Recreational Community Center	1,000 SF GFA	2.31		
INSTITUTIONAL					
520	Elementary School	1,000 SF GFA	1.37		
522	Middle School / Junior High School	1,000 SF GFA	1.19		
530	High School	1,000 SF GFA	0.97		
534	Private School (K-8)	Students	0.26		
536	Private School (K-12)	Students	0.17		
537	Charter Elementary School	Students	0.14		
538	School District Office	1,000 SF GFA	2.04		
540	Junior / Community College	1,000 SF GFA	1.86		
550	University/College	1,000 SF GFA	1.17		
560	Church	1,000 SF GFA	0.49		
561	Synagogue	1,000 SF GFA	2.92		
562	Mosque	1,000 SF GFA	4.22		
565	Daycare Center	1,000 SF GFA	11.12		
566	Cemetery	Acres	0.46		
571	Prison	1,000 SF GFA	2.91		
575	Fire and Rescue Station	1,000 SF GFA	0.48		
580	Museum	1,000 SF GFA	0.18		
590	Library	1,000 SF GFA	8.16		

A 'high cube' logistic center is not a traditional warehouse, but Riverhead is pretending it is. The consequences will be irreversible.

ATTACHMENT 3
LONG ISLAND



The 650,000-square-foot Amazon fulfillment center built in a former farm field in Nampa, Idaho. Photo: Tracy King/Adobe Stock

By Editorials

Feb 26, 2023, 10:46 am

Riverhead Town is assessing potential impacts of the proposed Riverhead Logistics Center, a 15-acre 'high-cube' warehouse, as if it's a traditional storage facility, as opposed to a potential e-commerce fulfillment center — a dreadful mistake that could have irreversible consequences.

We're baffled by the town's use of what appears to be the wrong measure for projecting traffic impacts of modern "class A" high-cube warehouse/distribution facilities like the 641,000-square foot Riverhead Logistics Center proposed for 39 vacant, wooded acres on Middle Road in Calverton.

The town has agreed to use trip generation estimates adopted by the Institute of Transportation Engineers for a standard warehouse rather than the estimates for the new high-cube warehouses now being developed to meet the needs of modern freight handling and logistics in the era of e-commerce, including distribution centers and fulfillment centers.

MORE COVERAGE: Not a 'traditional warehouse': Residents tell planners
NorthPoint should be analyzed using traffic data for high-cube fulfillment centers

The town's industrial zoning codes, adopted in 2004, allow "warehouse" as a permitted use in the Industrial A zoning district. The code makes no distinction between a standard warehouse and a high-cube warehouse because high-cube warehouses didn't exist when the code was adopted.

But there's a big, big difference between a traditional warehouse and the "modern, class-A, high-cube warehouse" NorthPoint wants to develop. Mind you, that's what NorthPoint itself calls its planned Riverhead Logistics Center. Those are specific terms in the logistics industry used to describe state-of-the-art, often highly automated, facilities built specifically to benefit the e-commerce supply chain. Traditional warehouses are built to store goods for an extended period of time. The high-cube warehouses are built to get goods in and out, typically for direct delivery to consumers.

The Institute of Transportation Engineers publishes a manual of trip generation estimates for every conceivable land use. The manual is relied on by planning agencies and their traffic experts to assess traffic impacts of proposed developments. The ITE manual has been updated to reflect the new high-cube warehouse uses and contains new trip generation estimates for the new high-cube warehouse use — which it subdivides into five distinct categories, depending on the specific use proposed.

According to the ITE manual's tables, traffic impacts of the high-cube warehouses used as fulfillment centers are seven times greater than traffic impacts of

traditional warehouses.

But Riverhead Town is not using the new ITE "high-cube warehouse" land-use code to assess the potential traffic impacts of the proposed high-cube warehouse on Middle Road. Instead, the town is using the general warehouse land-use code to assess traffic impacts — effectively pretending the developer isn't going to build the type of warehouse facility the developer has told the town it's going to build.

The town's justification for this is equally puzzling. Its traffic consultant, L.K. McLean Associates, says the estimates using ITE manual's general warehouse land-use code (150) are "reasonable."

LKMA's explanation for its conclusion that using the land-use code that doesn't pertain is found in its [Jan. 11 memo to the planning department](#). LKMA acknowledged that the estimated daily vehicle trips are higher for high-cube warehouses than for traditional general warehouses. But, the consultant said, the peak-hour trip estimates — one hour in the morning and one hour in the afternoon — are actually lower for high-cube warehouses than they are for general warehouses. So that makes using the wrong code "reasonable," the consultant concluded.

We're not traffic engineers. But that rationale simply defies logic.

We also note that the town's traffic expert, for reasons unexplained in the letter, used for comparison between general warehouse and high-cube warehouse, trip-generation numbers for the "high-cube warehouse: non-sort" land-use code in the ITE manual, rather than the "high-cube warehouse: sort" land-use code. The latter is the land-use code that applies to fulfillment centers of the type used by Amazon. NorthPoint says it does not yet have a tenant for the massive high-cube warehouse it proposes, though it lists Amazon among its roster of tenants at other locations in its portfolio. This part of LKMA's analysis also left us with questions.

A reporter called the author of the LKMA letter seeking explanation of these issues, but he did not return the call.

A reporter also requested interviews with NorthPoint representatives who have been interviewed by RiverheadLOCAL in the past, seeking clarification regarding the company's use of the general warehouse land-use code in its documents, but no one from NorthPoint responded to the request.

We believe these questions require answers — solid, thorough answers. When we asked town planning staff, we were referred to the traffic consultants' letter. For reasons stated above, that just doesn't cut it.

The volume of traffic, the types of truck traffic, the air pollution caused by the volume of truck traffic, the impacts on local two-lane roads not built to withstand the traffic — these are just some of the consequences that will only be thoroughly assessed by using the accurate land-use code for these facilities.

We need not rely on imagination to understand these impacts. We can look at what has taken place in other communities:

A 'Warehouse' By Any Other Name: How outdated zoning codes are fueling the sprawl of e-commerce warehouses.

'Monstrosities in the farmland': how giant warehouses transformed a California town

'Warehouses in their backyards': when Amazon expands, these communities pay the price

Communities Near Warehouses Unprotected by Outdated Zoning Codes

We're encouraged by Planning Board Vice Chairperson Ed Densieski's effort to get these questions answered, so that the community and the Planning Board can

understand exactly what is being proposed by NorthPoint and so that the Planning Board can make an accurate assessment of the actual impacts of that proposal.

A good start for board members and residents it to have a look at the Lehigh Valley (Pennsylvania) Planning Commission guidebook. The LVPC has done extensive work to provide guidance to municipalities to help them prepare for and review these new warehousing uses. Their guidebook can be viewed online [at this link](#).

Densieski is right. Projects like the Riverhead Logistics Center can “change the face of the town” and there will be no “do-over,” as he has said. The Planning Board needs to get this right. And the Town Board must be sure its comprehensive plan update analyzes these matters thoroughly and the zoning code revisions the town will adopt as a result protect the town from unwanted and unexpected impacts of these new uses.

Too bad the Town Board did not heed the Planning Board's call for a moratorium while all of this is sorted out — exposing the town to irreversible damage that will likely occur in the interim.

Editorials are the opinion of RiverheadLOCAL and are written collaboratively by Denise Civiletti, Katie Morosky and Alek Lewis.

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Editorials

ATTACHMENT 4

TECH NEWS

'Treated like sacrifices': Families breathe toxic fumes from California's warehouse hub

"The industry is booming. But the cost is seen through people's asthma, people's cancer and the lack of good jobs," said one local advocate.

SOUTHERN CALIFORNIA



— A truck leaves an Amazon fulfillment center in Eastvale, Calif. on Nov. 12, 2020.

Watchara Phomicinda / Orange County Register / ZUMAPRESS.com

April 27, 2021, 6:01 AM EDT

By Olivia Solon and April Glaser

On a recent weekend, when Ana Gonzalez was driving through Rialto, California, where she has lived for 23 years, she saw a disturbing and increasingly familiar sight. Dozens of 18-wheel diesel trucks idled outside an Amazon warehouse, spewing fumes not far from a high school and homes. It made Gonzalez so angry that she took out her phone to broadcast the scene to her [Facebook page](#).

Gonzalez's frustration with the high concentration of warehouses and the truck traffic they bring was spurred two years ago when she took one of her two kids, Jose, then 12, to the doctor because he was constantly coughing and getting sick. She said the doctor told her that Jose's bronchitis and developing asthma were direct results of local pollution.

Rialto is in an area east of Los Angeles commonly known as the Inland Empire, where warehouses that ship online orders from companies like Amazon and Walmart have proliferated in the last decade. As the warehouses arrived, the air quality worsened, Gonzalez said. San Bernardino and Riverside County, which form the bulk of the Inland Empire, consistently rank as having the worst air pollution in the country, according to [the American Lung Association](#).

"Now, as the years go by, he's getting more bronchitis. We've been able to keep the asthma controlled. But the doctor said his health issues are due to the air quality in our town," said Gonzalez, who is the finance and admin director with the nonprofit the Center for Community Action and Environmental Justice. "We have no history of respiratory problems in our family."



— Ana Gonzalez with Jose, her son. Ana Gonzalez

Amazon alone has built 19 facilities, including fulfillment and air cargo centers, in the Inland Empire since 2012, the company confirmed. Walmart has at least six facilities, according to United for Respect, a nonprofit workers rights group. More warehouses have meant more large trucks driving in and out of the predominantly Black, Latino, immigrant and low-income neighborhoods where the facilities are based. And all that traffic has correlated with a rise in dangerous air quality and subsequent respiratory health problems that hit communities of color the hardest, including asthma, bronchitis and cancer, according to a [report](#) this month by the People's Collective for Environmental Justice, researchers at the University of Redlands and other local groups. These communities are, the report shows, those that least benefit from the convenience of Amazon's two-day delivery promise.

"Who is ultimately paying the cost of free shipping? Is it the developers building these warehouses? Absolutely not," said Anthony Victoria, a local advocate for the People's Collective for Environmental Justice. "The industry is booming. But the cost is seen through people's asthma, people's cancer and the lack of good jobs."



— Anthony Victoria. Noe Montes

The report recommends adopting stricter air quality regulations that are up for a vote by the board of the region's air quality monitor on May 7. They would require warehouse operators to reduce their local emissions output or pay fines.

Conditions have become so problematic that workers within Amazon have raised concerns about the company's handling of air quality issues in the area.

"Families in the Inland Empire are being treated like sacrifices," said Emily Cunningham, a founding member of Amazon Employees for Climate Justice, which is made up of corporate and tech workers at Amazon. "It's as if their lives don't matter as much, and that's wrong and needs to be stood up against. It's unacceptable." Cunningham is no longer an employee; federal labor regulators [ruled recently that she was illegally fired](#) last year for her internal activism.

Walmart declined to comment for this article.

Amazon defended its work in the Inland Empire region. "We're proud to have created more than 40,000 good jobs in the region with industry-leading pay and benefits and are investing heavily to build an environmentally sustainable business and support the communities where we live and work," Amazon spokesperson Xavier Van Chau said. "That's why we co-founded the [Climate Pledge](#) – a commitment to be net-zero carbon across our business operations 10 years ahead of the Paris Agreement and to power our operations with 100 percent renewable energy by 2025."

Amazon, which is the region's largest employer, [announced in 2019](#) that it will deploy 100,000 electric vehicles for its last-mile delivery operations by 2030. Some are scheduled to be [tested](#) for the first time in Los Angeles this year.

But that is unlikely to have much impact in the Inland Empire, where pollution is generated by larger freight trucks. In February, Amazon [ordered 700 medium and heavy-duty cargo trucks](#) that run on low-emission compressed natural gas to test as an alternative to its U.S. fleet of diesel trucks. But that's a fraction of the 30,000 trucks the company has and the 30,000 partner trucks it contracts out, and Amazon doesn't specify where those vehicles will go. The company said it has also installed 135 solar rooftops at its facilities around the world and [invested in off-site renewable energy projects](#) to reduce its reliance on fossil fuels.



— An Amazon truck makes its way along Interstate 5 towards downtown Los Angeles in 2019.

Richard Vogel / AP file

Recent growth

The expansion of the logistics industry in the Inland Empire seemed like a lifeline after the 2008 global economic crisis. Since 2010, more than 174 million square feet of industrial space, the vast majority of which is occupied by warehouses, has been built in the Inland Empire, according to the real estate services company CBRE. The growth brought some jobs, but research shows that many of the jobs [don't pay living wages](#), and [poverty levels remain high in the region](#), particularly among Black and Latino communities, the [report by the People's Collective for Environmental Justice highlights](#).

The growth also brought warehouse development [projects closer to people's homes](#), in some cases right up against their backyards, despite [warnings from state air quality regulators](#) to keep homes more than 1,000 feet from distribution centers because of truck traffic.

While many warehousing companies are drawn to the Inland Empire, Amazon is one of the most high-profile and fastest growing. In addition to its warehouses, the company is expanding the San Bernardino airport with an enormous logistics hub. The 700,000-square-foot facility is

expected to bring 26 additional flights and 500 truck trips per day, which will collectively emit 1 ton of daily air pollution, according to an [environmental assessment](#) by the airport authority.

Van Chau, the Amazon spokesperson, said Amazon will install a solar rooftop and use electric ground service equipment at the airport.

But that's not enough for local officials. In February 2020, Xavier Becerra, then the state attorney general, [sued](#) the Federal Aviation Administration, the San Bernardino Airport Authority and the real estate developer for unlawfully greenlighting the expansion without sufficiently examining its environmental impact.

At the time, Becerra said the defendants had "ignored months of warnings of the significant health risks to residents of this area."

"We filed this lawsuit because 'business as usual' – the kind that hurts low-income, disadvantaged communities – is no longer an option," he said.

Eileen Hards, a spokesperson for Amazon, noted that Amazon was not named as a party in the lawsuit and declined to comment further.

Breathing troubles

Air quality has been poor in the region for decades, in part because the landscape forms a basin where smog lingers. The boom in warehousing, compounded by more frequent wildfires, has intensified the problem over the last decade, correlating with high rates of respiratory disease, particularly among children.

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TECH NEWS

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"The pollution not only affects them in terms of respiratory health, such as asthma, but pollution like the type we see around these freeways and warehouses will also reduce lung development for children," said Dr. Afif El-Hasan, a pediatrician in Southern California and expert with the American Lung Association. "So it's hurting them in the short run and the long run by not allowing them to have full development of their lungs like they would have in healthy air."

From 2016 to 2018, the rate of emergency room visits for asthma and pneumonia in San Bernardino nearly doubled the rate statewide, according to data collected by the [Tracking California](#) project of the Public Health Institute, a California-based nonprofit focusing on health equity. Likewise, rates of ER visits for pneumonia in Rialto, where Gonzalez lives, were 44 percent higher than the state's average.

Because many of the communities alongside busy transportation routes and warehouses are low-income, they are disproportionately affected by the industrial growth. "Those with lower socioeconomic status tend to be more exposed to what's around them, and many of them know that's what's making it difficult to breathe, but they don't have the luxury to pick up and leave," said Dr. Laren Tan, medical director of the Loma Linda University Health Comprehensive Program for Obstructive Airway Disease.

Political pressures

Jorge Osvaldo Heredia, 30, has lived in San Bernardino since he was 15. When he's not working as director for an arts center, he tends fava beans, strawberries and tomatoes in a community garden that was started during the pandemic. It's on the same street as the new Amazon Air depot. On a clear day in winter after some rainfall, the hills around San Bernardino look beautiful, he said.

"But right now I can't see them," he said. "We are sitting in the smog, and it's only going to get worse as the summer heats up."

He's one of many community members concerned that local politicians aren't hearing them.

Elizabeth Sena, founder of the South Fontana Concerned Citizens Coalition, said: "Even in the midst of a housing shortage, the city has allowed these developers to come in and rezone residential areas for industrial use. The city is offering money to property owners to buy their homes and build warehouses there when we need housing."

South Fontana, Sena said, is made up predominantly of Latinos and people of color, and more warehouses are being developed.

San Bernardino City Council member Ben Reynoso, 28, said he's listening. He said he's had enough with the warehouses popping up in the city, bringing mostly poor-quality jobs and hordes of trucks.

Last month he proposed a citywide moratorium on building warehouses. If it is approved, the moratorium would give the city time to focus on reducing emissions and diversifying employment and development in the region.

"We have too many warehouses," he said, saying there are at least 72 in the city. "The city is being bled dry with no infrastructure updates because no responsibility is being placed on developers."

Reynoso has faced opposition from other council members, including Fred Shorett, who [told The Sun newspaper](#) of San Bernardino that the moratorium was "the worst message to send to the development community." Another dissenting member suggested folding measures to mitigate environmental harms of warehouses into the city's general plan, rather than cast them as separate items.

New rules

But Reynoso and many other community members are hopeful that the proposed rules drafted by the South Coast Air Quality Management District, the local air quality regulator, could have even more impact than the moratorium.

The proposed regulations would require warehouses and distribution centers that are 100,000 square feet or larger to adopt measures to reduce the emissions that are released locally, such as by switching to low- or zero-emission trucks and equipment. If the warehouses don't comply, they would be fined.

The [agency estimates](#) that the rule would lead to substantial public health benefits, including 150 to 300 fewer deaths and up to 5,800 fewer asthma attacks if it is implemented from 2022 to 2031. There could be economic benefits, too; the regulation could save up to 20,000 work days that would otherwise be lost to sickness.

"We as a region suffer from some of the worst air quality in the U.S.," said Wayne Nastri, executive director of the air quality district. "It's incumbent on us to take all feasible and reasonable measures to deal with this."

Timothy Jemal, the CEO of NAIOP SoCal, the trade association that represents commercial real estate in Southern California, said there aren't enough zero-emission trucks to serve the

warehouses in the region and argued that California already has the strictest emissions regulations in the country.

The proposed regulations govern warehouses, but "most warehouse operators do not operate their own truck fleets," Jemal said.

Expanding fight

Those pushing back against warehouses in the Inland Empire have the support of some of Amazon's corporate workers through [Amazon Employees for Climate Justice](#), too. The group filed a resolution ahead of Amazon's annual shareholder meeting in May, calling on it to identify ways it can reduce "disproportionate environmental and health harms to communities of color" associated with its logistics operations.

"Amazon's current business model puts the lion's share of pollution in communities that have less power and less wealth to stop it," said Cunningham, the founding member of the Amazon employee climate group. "You don't see Amazon put these warehouses in richer, whiter neighborhoods and communities."

But Ana Gonzalez, who recorded the line of trucks idling outside an Amazon shipping center last week, doesn't expect local advocates' call for accountability to be answered easily.

"At this point the warehouses are already here," she said.

"Many people in our communities are tired of fighting. They're asking, 'If these measures don't pass, then what?' And I tell them that this is our community and we have to keep fighting. These developers don't represent us, and if our representatives don't hold them accountable, we have to elect them out of office."



Olivia Solon

Olivia Solon is a senior reporter on the tech investigations team for NBC News.

April Glaser

April Glaser is a reporter on the tech investigations team for NBC News in San Francisco.



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ATTACHMENT 2

Voiced by Amazon Polly

Citizen Involvement Altered The Course On Planning Approval For A 220,000 Square Foot Warehouse In Valley Cottage

By Rick Tannenbaum

NEW JERSEY

The ITE (Institute of Transportation Engineers) recognizes at least five different types of warehouses and has different land use codes for each one, from what it deems an ordinary warehouse to various kinds of high-cube distribution and fulfillment centers, including cold-storage warehouses.

Most municipal zoning codes lump them all together into a general warehouse category, not recognizing the variety and intensity of uses which different types of warehouses encompass. (Most municipalities do have a separate use designation for mini-warehouses, which are really self-storage units, but that's the subject for a different day.)

For example, a warehouse for a moving and storage company with a few trucks and some long-term storage is a much less intensive use than a typical Amazon or UPS facility with large trucks bringing in masses of goods and a fleet of smaller trucks and vans making deliveries all day long in and around residential areas. Both can be built as-of-right under most current "warehouse" zoning.

Zoning codes need to be updated to reflect these different types of warehousing uses so that each type of warehouse use is situated appropriately in each municipality, whether that be encouraged in proximity to major highways or prohibited in residential neighborhoods. The ITE has dramatically different traffic calculations for each type of warehouse use, and planning boards need to recognize these differences when assessing traffic, air quality, noise, and quality of life environmental impacts. Many don't.

The Clarkstown Planning Board last week greenlighted a proposal for a 220,000 square-foot warehouse on 20+ acres in Executive Park along Route 303.

Lincoln Equities Group of Rutherford NJ agreed to limit its project to being a category "150 warehouse," foreclosing on the possibility of using the facility as a package hub or a fulfillment center, even though either of those uses were permitted as-of-right by the local zoning code. This compromise arose from the recognition that the applicant's traffic study only projected traffic for the 150-warehouse category (see below) in support of its finding that there would be no significant impact on local traffic. By limiting its traffic presentation to the least intensive



interior plan, permitting the more intensive uses for the site.

According to the ITE: A high-cube warehouse is a building that typically has at least 200,000 gross square feet of floor area, has a ceiling height of 24 feet or more, and is used primarily for the storage and/or consolidation of manufactured goods prior to their distribution to retail or other locations. This definition applies to both the 9th and 10th editions of the ITE manual.

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
PORT AND TERMINAL					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
INDUSTRIAL					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		

The two most relevant Land Use categories for High-Cube Warehouses are 155 (High-Cube Fulfillment Center Warehouses) and/or 156 (High-Cube Parcel Hub Warehouse). Local zoning codes generally do not recognize these more intensive uses and leave it to planning boards to determine whether or not high-cube warehouses are appropriate in the locations proposed. Complicating the matter even more is that many developers will not disclose to planning boards who their intended tenants are. And, some building are constructed on spec, without a particular tenant signed up.

The difference between the code choices is significant, as the ITE Common Trip Generation Rates for each category differs significantly.

For the 150 general warehousing category, the ITE estimates .19 trips per 1000 square feet of Gross Floor Area for Peak Hour Trip Generation Rates.



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For High-Cube Fulfillment Center Warehouses (category 155), the ITE estimates 1.37 trips per 1000 square feet of Gross Floor Area for Peak Hour Trip Generation Rates.



Area for local code generation notes.

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The Fulfillment Center estimate is more than seven times (7X) the traffic trips per unit than the general warehouse category. And the Parcel Hub Warehouse is more than three times (3X) the estimates of the general warehouse category.

Many zoning codes allow "warehouses" in the manufacturing, industrial, light industrial, office park and laboratory/office zones. As towns and villages prepare updates to their comprehensive plans, they must consider establishing limited zones where high-cube warehouses are permitted as-of-right or where they may be allowed only by special permit.

Given the proliferation of new warehouse projects, especially those seeking to be "last mile" projects, the failure to update zoning codes accordingly is certain to compromise residential and mixed use areas where general warehousing is currently permitted.

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This piece first appeared in the "CRE-Connect (Commercial Real Estate)" Substack

Tagged ITE lincoln equities Map Note planning board traffic studies warehouses zoning codes

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COMMUNITY GUIDE

High Cube and Automated Warehousing

Updated January 2021



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This document serves as guidance to Lehigh and Northampton counties, the 62 municipalities of the Lehigh Valley, developers and community members, all of which have a vested interest in the impacts of high cube and automated warehousing on the health and well-being of the region. The LVPC is committed to supporting municipal governments and building collaboration between public and private partners to ensure the region's continued sustainability and resilience.

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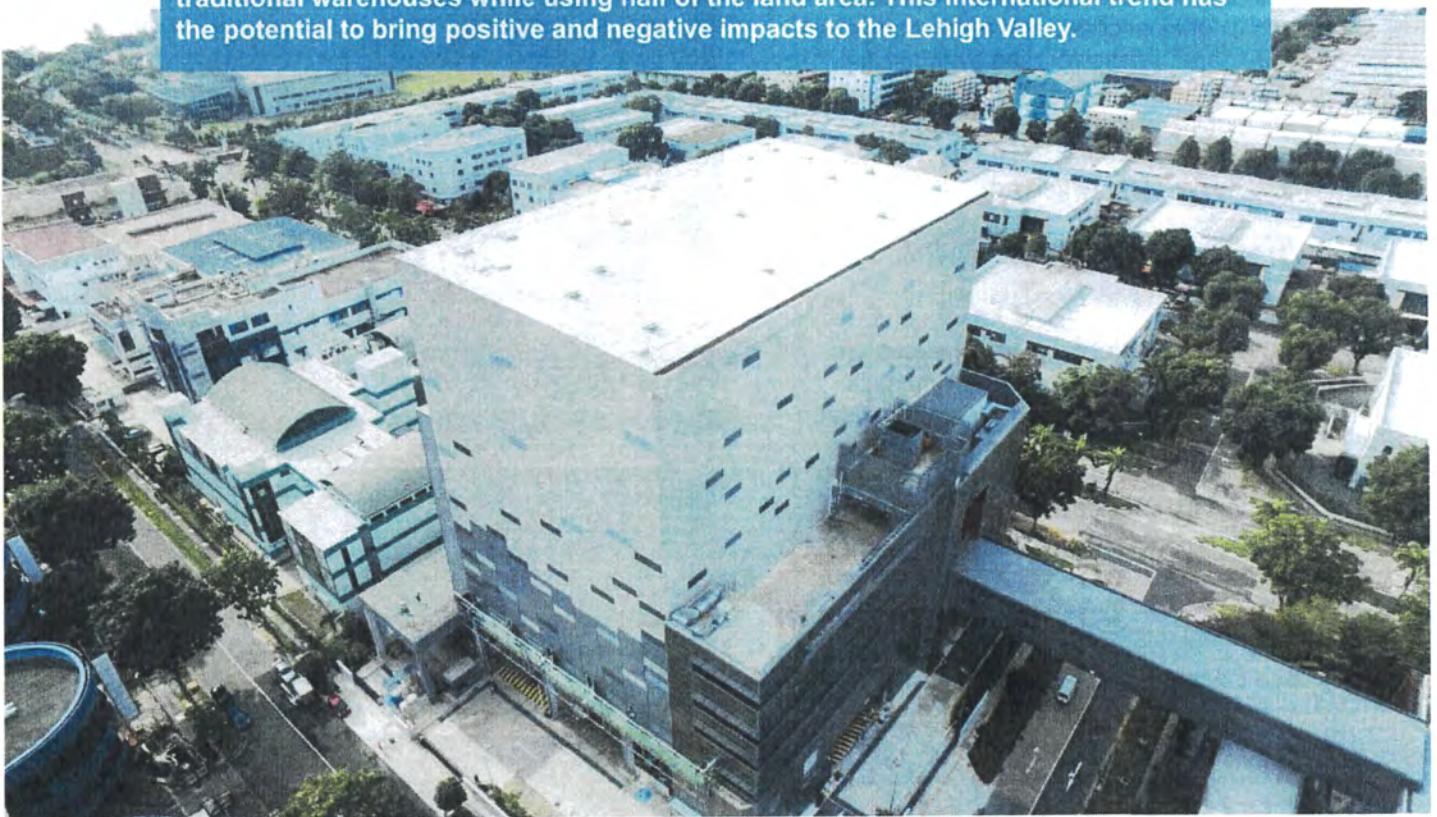
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In July 2017, Coca-Cola opened this 19-story, fully automated cold storage warehouse in Singapore. The built-in automation moves products nearly three times faster than traditional warehouses while using half of the land area. This international trend has the potential to bring positive and negative impacts to the Lehigh Valley.



Photos courtesy of CT-Technologies

Introduction

High Cube and Automated Warehousing

As the growth of e-commerce and one-day delivery makes the Lehigh Valley one of the fastest-growing freight corridors in the nation, companies are increasingly looking for ways to move goods through the region more efficiently. High cube and automated warehouses are the latest trend that carries the potential to bring positive and negative impacts to the region. This shift in how warehouses operate will push the limits of local codes and regulations and require careful consideration by municipal governments. However, there are several steps municipalities can take to better manage the location, size and look of this emerging development trend.

What is High Cube and Automated Warehousing?

High cube and automated warehouses are differentiated from traditional warehouses because of their height, which to date, have been proposed up to 180 feet tall. They are highly automated, with newer warehouses being built for specific uses utilizing rack systems that also serve as the building's structure. The rack system is then wrapped with a metal skin that serves as the building's walls.

These tall structures typically integrate Automated Storage and Retrieval Systems (ASRS) to maximize storage space availability, and for the processing of goods in a more efficient manner than traditional human-manipulated storage movement systems. The intricate racking system increases the efficiency of goods moving into and out of these warehouses, with faster turnaround times for trucks, theoretically reducing the time a driver needs to stage or park.



High Cube Warehouses utilize automated storage and retrieval systems (ASRS) to move and retrieve goods. Photo Courtesy of Westphalia Technologies, INC.



Traditional warehouses utilize people operated forklifts to move goods. LVPC file photo.

Potential Impacts

High cube and automated warehouses enable freight and distribution businesses to build massive warehouses that are as much as eight times the height of other warehouses in the region. By allowing companies to build higher, these automated structures need less physical land to develop, with their intricate racking systems moving both products and the trucks that deliver to them through the site more quickly. Less land being developed is potentially a positive outcome, leading to reduced pressure on farmland and open space. Increased efficiency within the warehousing industry is also likely to lead to increased economic productivity.

This emerging land use also has the potential for tremendous adverse impacts on the local and surrounding communities. Their high-tech automation means fewer jobs are created at the facility. Their height means drastic changes to landscapes in communities that have no other structures higher than three or four stories. These communities often do not have the emergency management service infrastructure necessary to serve structures of this scale, posing a threat to the public health, safety and welfare. While the efficiency of these facilities likely increases freight trips in and out of the site, the real impacts on traffic, and on the road and bridge infrastructure are not fully known because examples are not yet available to accurately assess trip generation. These factors will require proactive measures by municipal governments. Many of the impacts and recommendations detailed in this document could also apply to traditional warehouses and other industrial uses.

Potential Effects of High Cube and Automated Warehouses

Possible Positive Outcomes	Possible Negative Outcomes
Development type may need less land per facility	Increased emergency management needs
Reduction of energy used for operations	Increased freight traffic
Reduction of customer wait times for goods	Increased wear and tear on roads and bridges
Reduction of customer returns and damage losses	Fewer jobs
May be located where adequate infrastructure exists to support development	Potential increased demand for broadband, electric, gas, water, and stormwater and sewer services
May include green and renewable infrastructure to offset environmental impacts of development	Decreased air quality due to freight traffic increases and truck idling
Compatible design may improve community skyline	Incompatible design could substantially harm community skyline

Locally, these vertical structures are being proposed for refrigerated and frozen storage and computer and electronics warehousing because their height allows them to be more energy efficient, reduce labor and product damage costs, and increase order accuracy and customer service. This design is also being proposed nationally and internationally for other types of warehousing, including dry goods and retail commodities.

Simultaneously with the development of new high cube warehouse facilities, traditional existing warehouses are redeveloping and retrofitting for automation as well. In these cases, the density of goods stored increases, potential for freight vehicle trips grows and the job roles for employees shift and decline.

With this increase in high cube warehousing and deployment of automated storage and retrieval systems, the Lehigh Valley's industrial economy has entered into its second phase of the 4th Industrial Revolution.

New construction of high cube and automated warehouses utilize the tall, intricate racking system for two purposes. The racks increase the efficiency of goods moving into and out of the warehouses, and serve as the building's support structure, before being wrapped in a metal covering that acts as the building's exterior walls. The racking system encompasses the entirety of the building's height. The completed building photo below offers a glimpse of comparison to the height of a traditional warehouse. Traditional warehouses, found broadly throughout the Lehigh Valley, typically don't exceed 50 feet, but the bottom photo shows how the 130-foot-tall building dwarfs the tractor-trailers at the first-floor bays.



The 130-foot-tall Americold Automated Storage and Retrieval System under construction in Rochelle, Illinois (above) and completed (below). Photos courtesy of Griffco Design/Build, Inc.



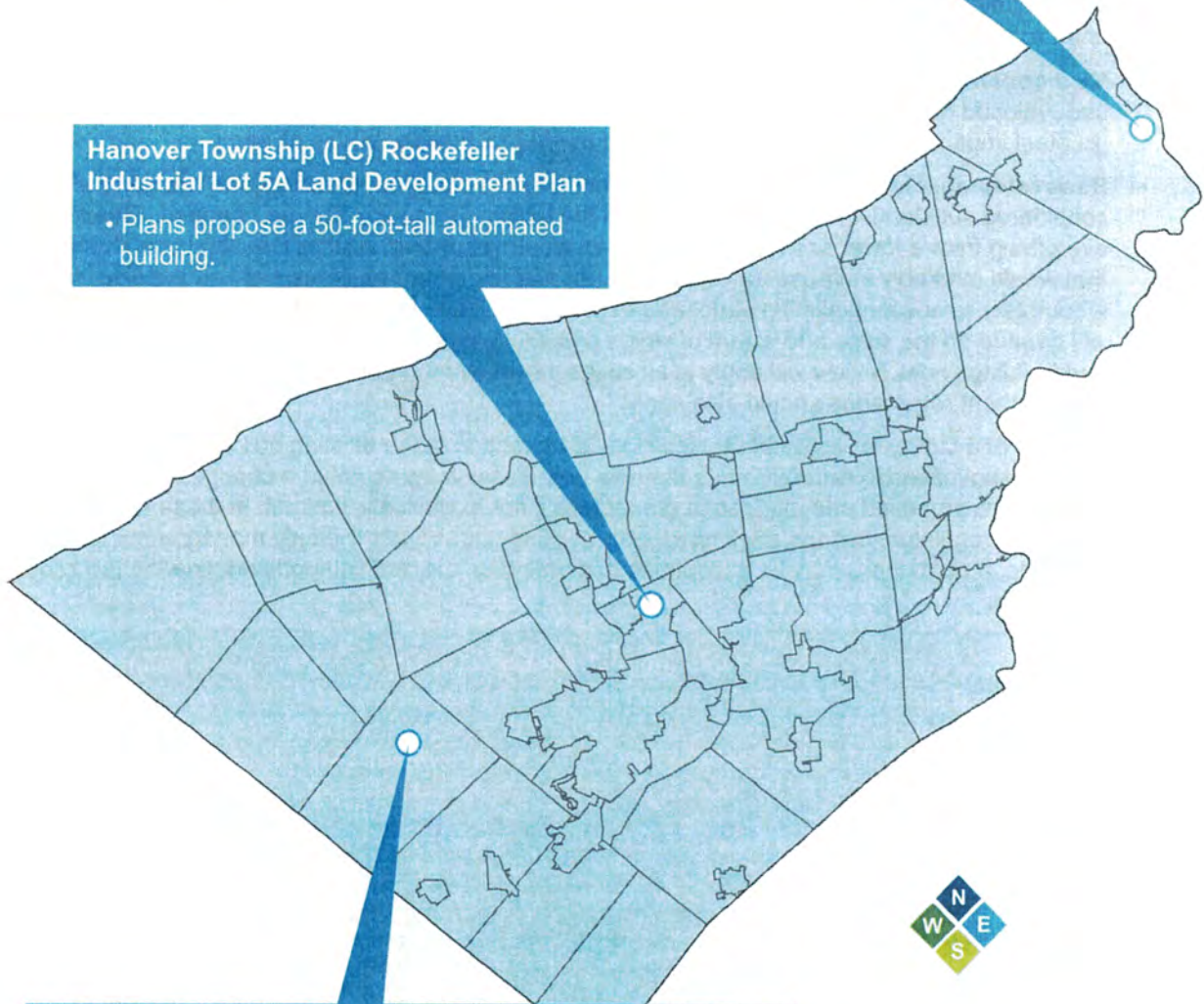
Local Examples

Upper Mount Bethel Township Proposed Ordinance Amendments

- Ordinance proposal would allow for building heights of 100 feet by right, and 110 feet with conditional use approval.

Hanover Township (LC) Rockefeller Industrial Lot 5A Land Development Plan

- Plans propose a 50-foot-tall automated building.



Upper Macungie (Americold) Zoning Ordinance Amendment

- Original ordinance proposal would allow for buildings up to 140 feet in height.
- Ahead of the proposed ordinance amendment, the Upper Macungie Zoning Hearing Board allowed for a height variance up to 140 feet. The Upper Macungie Board of Supervisors appealed the decision and a Lehigh County Court judge overturned the zoning hearing board decision.

Municipal Considerations

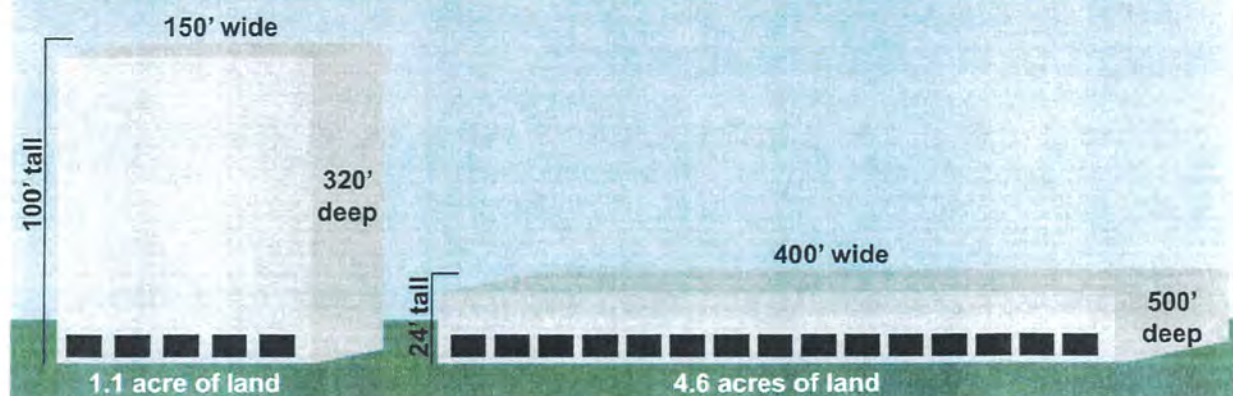
High cube and automated warehousing brings numerous implications that should be considered and planned for by local leaders in response to changing landscapes, safety and quality of life impacts. These considerations stem from the height of these development types, impacts on the workforce, reuse potential, transportation, water, sewer and stormwater system impacts and emergency services implications. Therefore, municipal considerations are wide-ranging, from traffic and transportation, to land use and zoning, to fire and police services.

As municipalities consider the most appropriate ways to address these uses between zoning, subdivision and land development or building code regulations, it's important to understand the three distinct manners in which they may emerge:

- **New construction, or greenfield development**, involves the construction of a facility at an undeveloped new location. In this situation, municipal regulatory controls are likely to have the greatest impact because zoning, land development and building codes all apply.
- **Redevelopment** is when a building or developed site is changed. Modifications are generally considered substantial when 50% or more of the building(s) and/or site are changed. This covers everything from a tower or major addition to an existing building, a large industrial use change that would markedly increase traffic but may not alter the structure of the existing building, or a complete removal of existing structures to build new. Municipal control in redevelopment will depend on the scale and extent of which a building and/or site is redeveloped. Zoning and building codes review will apply in all cases, however in major redevelopments local land development regulations should also apply.
- **Retrofit** of a facility for automated uses includes retention of the existing building and site, with interior renovations to accommodate the new use. Essentially, no volume changes to the existing building are proposed and alterations are largely, if not exclusively, internal. In these cases, municipal regulatory options are limited, with building codes likely the only management tool available, though there may be exceptions depending on the use categories defined in the zoning ordinance.

Volume is a vital consideration in high cube and automated warehousing because instead of the traditional model of storing goods on the ground floor, nearly all of the space within a high cube building is used for goods storage. While a 24-foot traditional warehouse is often shorter than a typical three-story home, a 100-foot high cube warehouse rivals the nine or ten stories found in Allentown's Lehigh County Courthouse or Easton's Alpha Building.

This 3D graphic illustrates the same 4.8 million cubic volume of space allocated in a high cube versus a traditional warehouse. The traditional warehouse is 200,000 square feet with a 24-foot ceiling height common in the Lehigh Valley, built over 4.6 acres of land, while the footprint of a 100-foot ceiling height high cube fits on 1.1 acre of land.



Municipal governments can be challenged in determining which rules and regulations apply as a result of the variety and scale of high cube and automated warehousing. It is easiest to think about the volume of a development as a measure of its impact on the community.

Zoning Ordinance

- **New construction:** Requires zoning approval for appropriately locating the land use within a community and on the property itself.
- **Redevelopment:** Standards for zoning districts must be met, although a comprehensive review of the proposal in consideration of all standards within the zoning ordinance may only be required when a substantial change to the site is proposed, such as a change to the building footprint or land use. For example, the Americold cold storage facility in Upper Macungie Township is pre-existing, therefore, increasing the height scale of that existing use above the locally allowable limit has triggered a zoning review and subsequent height variance request.
- **Retrofit:** Least likely to trigger a zoning review, unless there are significant site improvements proposed simultaneously, because the use and building footprint are not typically changing. Though substantial changes in water, sewer, stormwater, electric, gas, transportation and emergency management services needs may require other reviews and permits beyond zoning. Specifically defining High Cube and Automated Warehouses in the zoning ordinance is extremely important here. A retrofit that changes the defined use of a facility will trigger a zoning review and enable the municipality to better assess the impacts of the proposal on the community.

In any of the three potential development scenarios, the land use must be permissible in the zoning district in which it is proposed. In all cases, a project cannot exceed maximum lot or building provisions standards outlined for the applicable zoning district.

Subdivision and Land Development Ordinance

- **New construction:** New developments require a subdivision and land development plan, enabling a community to more comprehensively assess impacts of the proposal. The provisions of the municipal subdivision and land development ordinance are applicable for new projects, including general impact and improvements provisions. The Pennsylvania Municipalities Planning Code specifically requires that, at a minimum, development plans outline "any subdivision, all covenants relating to use, location and bulk of buildings and other structures, intensity of use or density of development, streets, ways and parking facilities, common open space and public facilities." [Act of 1968, P.L.805, No.247 as reenacted and amended, Article 1§107. Definitions].
- **Redevelopment:** The municipal subdivision and land development ordinance typically only applies if the proposal substantially changes the site or the building. Again, the Pennsylvania Municipalities Planning Code gives broad power to the municipal government to decide whether to process a redevelopment plan as a retrofit or a development proposal. Specifically, the state law broadly outlines:
 - "(1) The improvement of one lot or two or more contiguous lots, tracts or parcels of land for any purpose involving:
 - (i) a group of two or more residential or non-residential buildings, whether proposed initially or cumulatively, or a single non-residential building on a lot or lots regardless of the number of occupants or tenure; or
 - (ii) the division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups or other features." [Act of 1968, P.L.805, No.247 as reenacted and amended, Article 1§107. Definitions].
- **Retrofit:** May or may not require a land development plan based on the intensity, timing, character and cumulative nature of what is being proposed.

This table provides a quick reference for which municipal tools are most applicable to each development scenario:

Local Regulatory Authority: What Tools Apply and Where

Development Type	Zoning Ordinance	Subdivision and Land Development Ordinance	Building Codes
New Construction	Yes	Yes	Yes
Redevelopment	Situational • Change of use • Site improvement qualifying as land development (as defined by the MPC)	Situational • Over 50% change to building or site	Yes
Retrofit	Situational • Change of use	Unlikely	Yes

Building Codes

In cases of redevelopment and retrofit where only building codes apply, municipalities should establish a process by which they can adequately determine the same use-related information that would otherwise be provided in a zoning or subdivision and land development review. The Pennsylvania Universal Construction Code is a statewide standard, applicable in all development scenarios that a municipality cannot supersede. However, the building code review process contains opportunities to implement alternative tools to help assess impacts of a development. An assessment form, for example, may provide a municipality with information relating to impacts to emergency services, transportation infrastructure, the economy and the environment.

Land Use and Zoning Implications

Municipalities and the development community should work together to identify and address the potential impacts of high cube and automated warehousing, as municipalities amend their zoning ordinances and subdivision and land development ordinances to reflect these emerging and rapidly evolving uses. High cube and automated warehousing can happen anywhere, from new construction on former agricultural fields, to redevelopment of existing retail properties, to retrofit of existing buildings. When evaluating these different development approaches, municipalities should consider the tools at their disposal in the form of zoning ordinances, subdivision and land development ordinances, and building codes, that can assist in planning for an increase in these uses, while mitigating adverse community impacts.

The following sections provide specific considerations for communities when assessing potential impacts—positive, negative or neutral—of high cube and automated warehousing:

Permitting and Review/Approval Process

Municipalities looking to regulate high cube and automated warehousing in their zoning ordinances should consider a number of zoning specific factors, including refining industrial use types, as high cube and automated warehousing uses require specific definitions and regulations.

Zoning Districts

Zoning district locations are critically important for matching the intensity of land use with locations that minimize impacts and provide the best outcomes for municipalities. Generally, locating these uses in existing industrial parks and in urban areas with proximity to major arterial roads and highways will mitigate conflicts between area residents and commercial vehicles. Municipalities must balance their needs between matching building form and scale, to matching transportation demands, to appropriate infrastructure. Locating a high cube or automated warehouse in an urban area with similar building heights may be appropriate for the landscape, but traffic generated by the use may also be detrimental to the street network. Conversely, matching the use and scale of development to appropriate infrastructure may result in an inconsistent building form if there are no existing buildings of the same scale.

Special Exceptions and Conditional Use

Municipalities should consider allowing these as special exceptions or conditional uses, rather than uses permitted by right, to allow thorough understanding of project specifics and resulting impacts of the proposed use.

“Special exceptions and conditional uses are usually reserved for those land uses that will have a significant impact on the zoning district or the whole community, or for those uses that necessitate additional safeguards. Common examples of such uses include, but are not limited to, landfills, warehouse and distribution facilities, telecommunications towers, etc. These additional safeguards take the form of specific standards and criteria stated in the zoning ordinance. The applicant for a special exception or conditional use must demonstrate compliance with the specific standards and criteria stated in the zoning ordinance.”

- Pennsylvania Department of Community and Economic Development, Planning Series 07

Municipalities should position themselves for developing the best projects in the interest of their community by periodically reviewing and amending ordinances to reflect modern or emerging development trends like high cube and automated warehouses. Subdivision and land development ordinance amendments should be made to require an impact analysis for these specific types of uses. Analyses should consider not only traffic impacts but economic impacts, such as job creation, as well as environmental impacts, including but not limited to watershed analysis and environmental impact evaluations. Studies of this nature allow communities to make more informed decisions on land development proposals, especially related to public safety.

Sketch Plans

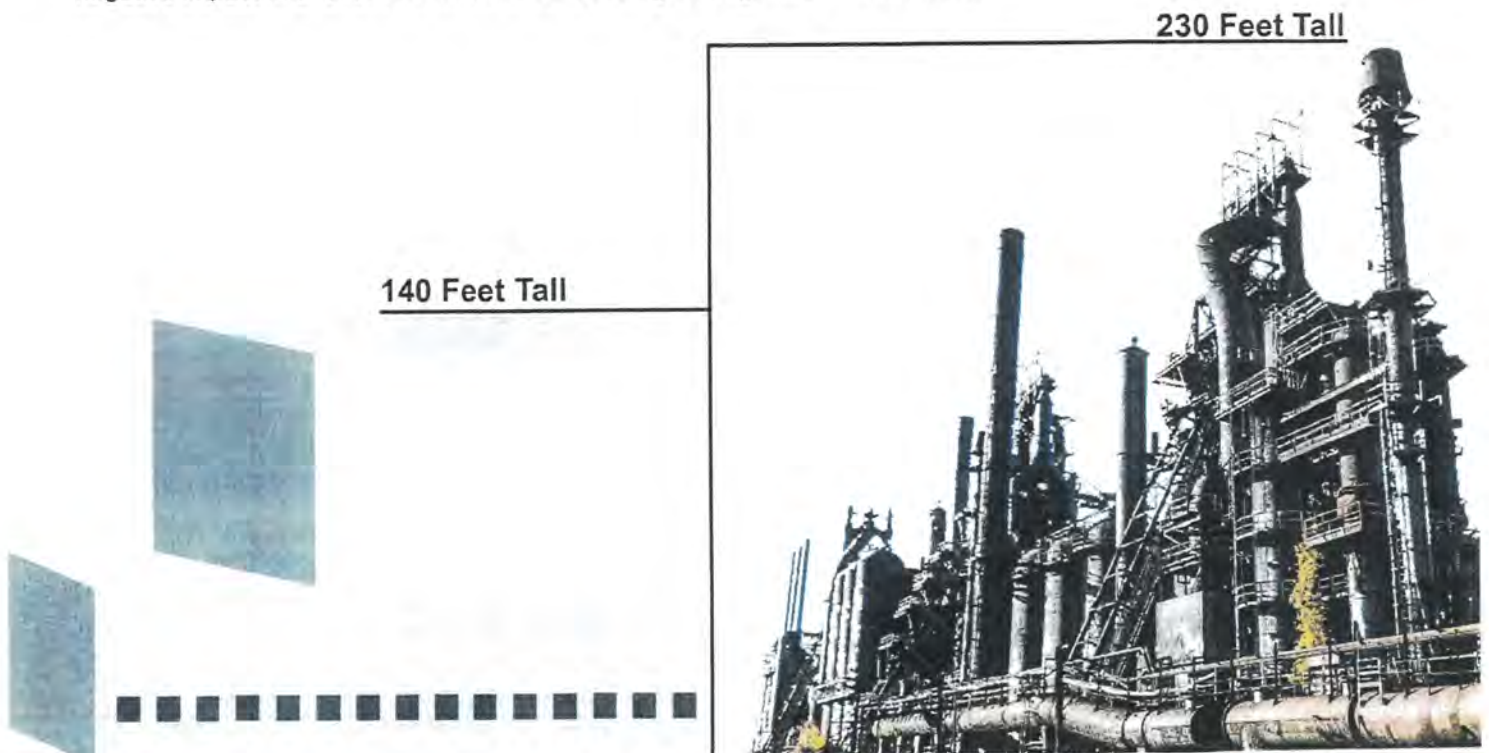
One tool used to facilitate conversations between a municipality and developer is a sketch plan. A sketch plan submittal and review requirement is designed to provide developers an opportunity to informally discuss project intentions with municipalities. The plan is reviewed for general scope and layout, conformity with applicable municipal requirements and the local comprehensive plan, as well as for conditions which might affect the implementation of the development. Incorporating a sketch plan requirement in the subdivision and land development ordinance will enable public and private collaboration to ensure the project is designed to fit the fabric of a community, while also respecting property rights. Municipalities may also choose to require that the sketch plan be reviewed by the LVPC. This is recommended, as it allows for review of consistency with *FutureLV: The Regional Plan*, and provides an opportunity for a municipality to receive additional recommendations for improving upon the proposal.

Amending both the zoning code and subdivision and land development ordinances with these provisions allows a developer, in a site development or redevelopment scenario, or an end-user, in the case of a building retrofit, to understand community needs and vice versa. This allows communities to consider industrial sector needs related to goals outlined in the comprehensive plan, empowering communities to facilitate discussion among residents, stakeholders, appointed officials, elected representatives and developers and facility end users. Ultimately, this leads to more sustainable and resilient businesses and communities.

Height and Viewshed

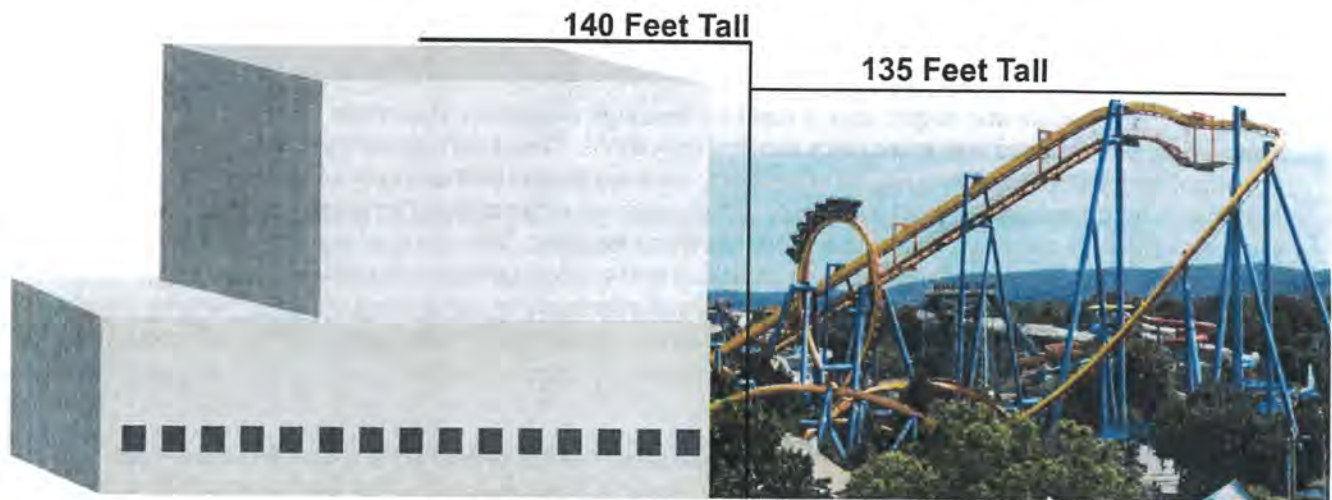
In consideration of the larger region, there is a possibility of significant changes to the landscape created by tall industrial buildings, lacking architectural features, potentially visible from miles away. These projects set unique standards for warehouse height, resulting in significant visual impacts across the region. Building architecture and articulation standards should be considered to support community character.

This substantial building height could not only change the character of the municipality where it is proposed, but of neighboring communities and even the region. Permissible building heights should take into account distance to adjacent buildings and property lines to avoid impacts to emergency access and changes in neighborhood character—both critical to safety and to the tax base. Topography and tall structures nearby are also considerations for viewshed impacts. For example, a 100-foot-tall high cube warehouse may not have a negative impact in a location with other tall buildings or high hills or mountains.



Height of high cube warehouse compared to Bethlehem Steel Blast Furnaces

On the other hand, high cube warehousing could have a sharp effect if the heights of buildings nearby or topography are out of scale with the proposed tall structure. In these cases, the high cube warehouse becomes the “landmark” or the dominate feature in the landscape. In communities and neighborhoods with lower height buildings and flatter topography, taller structures will have more of an impact.



Height of high cube warehouse compared to Talon rollercoaster at Dorney Park

The contrast between these two points of reference is created by the topography and character of the communities in which they are located, and underscores the importance of municipal height and viewshed consideration.

Communities should amend subdivision and land development and zoning ordinances to require viewshed information and analyses to assess the potential impacts, both positive and negative, where high cube and automated warehousing is proposed. Appropriateness of these taller structures in environments that can accommodate their impacts to the landscape, such as in existing industrial parks, with similarly tall buildings and where substantial elevation changes exist in the surrounding landscape should be considered.

Airport-Related Height and Use Restrictions

An important consideration municipalities must make in allowing for high cube and automated warehousing are Federal Aviation Authority (FAA) height restrictions related to airports. These regulations are reinforced through Pennsylvania Act 164 of 1984, the Airport Hazard Zoning Law.

Height restrictions exist to ensure obstructions, such as buildings and signs, are not constructed in airspace associated with airport approaches. They are mandated through both the state and federal governments and should be reflected in municipal ordinances through airport overlay zoning. The FAA identifies surface zones, which are associated with aircraft approaches to airports and have varying degrees of height restrictions depending upon the type of aircraft utilizing the airport, approach paths and topography, among other things. These height restrictions must be considered when municipalities are implementing zoning ordinance changes.

Regionally, the Lehigh-Northampton Airport Authority oversees Lehigh Valley International Airport, Queen City Municipal Airport and Braden Airpark. Half of all municipalities in the Lehigh Valley are within one or more surface zones. As many municipalities are experiencing the pressure of industrial growth, coordination with the Lehigh-Northampton Airport Authority and implementation of standards that do not allow for obstructions in airspace is vital.

Use restrictions are also a consideration for municipalities that are within surface zones. The permissibility of industrial uses is not of concern outright, but detailed assessment should be made into the proposed materials used, stored or manufactured at facilities within the surface zones to ensure no site-specific hazards are presented. Limitations or outright prohibition should be made to the extent and intensity of hazardous materials stored or utilized at high cube and automated warehouses to mitigate impacts of a disaster, should one occur.

Municipalities must also consider that they are likely at increased liability should an emergency event occur without these mandated restrictions in place. While municipalities move to adopt standards in response to the emergence of high cube and automated warehousing, they should utilize the opportunity to incorporate provisions reflective of their proximity to the Lehigh Valley's airports and related surface zones.

Emergency Response

Structures of this scale and height pose a need for thorough evaluation of services provided by fire companies, police forces and emergency medical operations. These considerations are especially important for those entities that rely on volunteers, have equipment that can only serve lower height buildings, and organizations that lack specific emergency response training for larger, taller and high-powered (potential electrical, hazardous materials risks) facilities. Communities should evaluate the equipment required to mitigate emergency situations and engage service organizations in conversations about capital equipment needs, training and resources necessary to serve these facilities. Simultaneously with the development or use alteration or change, communities need to understand the fiscal impact and ultimate pressure on the tax base.

Emergency Services Impact Statement

Municipal subdivision and land development ordinances should be amended to reflect standards that consider the equipment and capital needs of emergency service operations. The best way to do this is to involve emergency management personnel including police, fire and ambulance services, in the application review process. Emergency services impact statements, which could be in the form of a questionnaire included with the zoning or subdivision and land development application, should be developed and codified for high cube and automated warehousing proposals. This is especially vital to the success of service provisions to existing facilities that are retrofitted to accommodate these emerging technologies. Impacts evaluated in association with existing facilities should consider not only those on the surrounding community but also on the project site, such as reviews of parking, drive aisle, fire lane and staging adequacy.

In many ways, use changes or expansions should almost be treated like a new development proposal by the local government. This doesn't necessarily mean that a full land development application is required, though it could, depending on the extent of the proposal. In some cases, a municipality may simply require a building permit to retrofit a structure. However, if traffic could double, the types of materials stored is changing, volume of goods warehoused is substantially increasing, or amount or type of energy being used to operate a facility is changed, then emergency response needs will change.

Public Safety Committees

In order to facilitate communication and coordination between emergency response organizations affected by a development proposal, it is recommended that municipalities establish a 'public safety' or 'emergency services' committee. As appropriate, based on entities providing service in a particular municipality, the committee should be comprised of local police, state highway patrol, fire companies, ambulance services, municipal public works departments, and appointed municipal residents. This committee would afford an early opportunity for engagement and review of the potential impacts of a plan on the general health, safety and welfare of a community.

A committee of this sort would further allow for emergency services, such as fire departments, to coordinate anticipated emergency response and planning for future service to a proposed high cube or automated warehouse, and ensure that the most accurate data is included in the *Lehigh Valley Hazard Mitigation Plan*. It is important for first responders to have knowledge of the internal structure of a building, any operations that may hinder or complicate emergency response and inner workings of a proposed facility, including any hazardous material situations particularly involving automation or stored goods. The location of areas accessible to employees is also important to planning for future public safety needs, especially in high cube and automated warehouses where employees are not generally located within the structure above the typical first floor height.

Economic Impacts

The LVPC recommends that municipalities incorporate requirements for the economic study and assessment of development impacts into their subdivision and land development ordinances. Proactive municipal provisions will ensure that a community is not required to bear full responsibility for costs associated with a proposed development.

Changes in development patterns and community character associated with high cube and automated warehousing pose potential impacts to property values, for example, by reducing market interest in buying a home near a facility that has high rates of ongoing daily traffic, noise generation, or a blocked viewshed. Considerations of all possible economic impacts to the region, municipality and residents compels a partnership between the public and private sectors to ensure the long-term viability and success of these facilities. The use of cost-benefit analysis in planning, development and infrastructure decisions is vital to quantify potential impacts.

In addition to considering the amount of tax revenue a community may receive, it is important to assess potential costs to ensure:

- Public safety officials have the training and equipment needed to service a facility
- Public works and engineering departments have funding to add new infrastructure and maintain existing roads and bridges affected by new traffic and changing mobility patterns
- Transit has adequate facilities and funding to support emerging and changing transit needs

Ultimately, if workers cannot get to their jobs because of poor system quality or congested infrastructure and a lack of public safety, businesses will struggle, tax revenue will decline and the potential economic benefits of a high cube or automated warehouse will decline.



Cargill Cooler DRY Automated Storage and Retrieval System – 103 feet – Sidney, Ohio. Photo courtesy of Griffco Design/Build, Inc.

Job creation and retention is a major consideration and should be integral to any negotiations between municipalities and developers or end users. Municipalities can account for economic impacts of both new and existing facilities by including high cube and automated warehouses as a special exception or conditional use in their zoning ordinances as a mechanism to allow for municipal negotiation through the development review and approval process.

Counties, school districts and municipalities should consider ways to ensure a return on investment in terms of tax revenue compared to local costs associated with service of these facilities. Monitoring industrial occupancy and vacancy is also important to maintaining jobs and the tax base, and ensuring that development is as additive to the community and region as possible. Creating a database of building and property actions allows local governments to monitor use and allows municipalities, counties and the region to get in front of major changes. This allows for incentives for redevelopment; changes in employment density, transit ridership, and emergency response needs; and other impacts to be managed in the best interests of all segments of the community.

Reusability

High cube warehousing and related industrial land uses are often built with the intent of leasing to companies based upon agreed timeframes for property rental. By leasing a property, a company does not need to commit to the additional expenses and responsibilities of long-term property ownership. At the end of a contract the leaseholder will either need to renegotiate an agreement or may be free to vacate the warehouse or industrial space. This can, in turn, create the need to redevelop or renovate such structures to attract new leaseholders.

An industrial development analysis by CBRE Group, a national commercial real estate services and investment firm, identifies the Lehigh Valley as a key region for assessment in the Interstates I-78/I-81 Corridor. Analysis from the second financial quarter in 2020 has identified several trends in the supply of industrial space for leasing that may impact the long-term viability for high cube and automated warehousing. As speculation and the supply of industrial space throughout the Lehigh Valley region has increased, the long-term usage of these structures should be considered.

The "persistent demand" for industrial space is indicative of the need to prepare for change. CBRE notes that both third-party logistics companies, e-commerce, retailers and food and beverage manufacturers are the primary sub-markets leasing industrial facilities. Space that has been vacant for several quarters was beginning to fill as a result of the stay-at-home order, which halted new construction in the spring and early summer. The Lehigh Valley, in particular, has the lowest industrial vacancy and corresponding highest contract rents in the I-78/I-81 Corridor. As the land available for industrial development declines, inventory declines and consumer demand for products and services purchased online increases, proposals for high cube and automated warehousing will only increase.

Municipalities should strive to understand the existing development trends to best plan for a healthy supply of various land use needs. Permitting too much industrial space, or any type of land use for that matter, may create an oversaturated market, and lead to high vacancy rates or a need to constantly revitalize existing structures. The technology used in high cube and automated warehouses is often built with a dual-purpose of serving as the support structure for the building frame as well as facilitating goods movement. These structures, particularly in instances of new construction, are often built to serve a specific tenant. Municipal plans and ordinances should encourage flexibility to support reusability and long-term marketability of these facilities, as the specificity of building design may reduce opportunities for reuse if the tenant vacates.

Below is a warehouse in the City of Allentown proposed for redevelopment into apartment units in 2020. The structural building frame lends itself to a variety of reuse options that would not be available for structures built to consist only of automation technology.



LVPC file photo

Workforce

Approximately 10% of the region's workforce, 31,795 Lehigh Valley employees, is in the transportation and warehousing industry (Lehigh Valley Workforce Development Area Profile, October 2020). Highly-automated facilities are bound to have substantial impacts on the local and regional workforce, with the distinct possibility of requiring fewer employees. This could result in fewer jobs available to people with minimal education and younger workers with little work experience. It's a concern for many communities as the potential loss of regional warehousing jobs to robotics technology occurs simultaneously with the ongoing decline of retail positions. Scott Anderson, director of Amazon Robotics Fulfillment, said in a 2019 statement that it's possible that existing facilities will convert to high automation within the next 10 years (Gizmodo), and a 2020 report from the National Bureau of Economic Research indicates that companies are likely to move even faster towards automation investments as a result of the COVID-19 Pandemic.

As one of the largest employment sectors in the Lehigh Valley, changes in the number of warehousing jobs resulting from the trend toward automation should be closely monitored by municipalities, counties and the Lehigh Valley Workforce Investment Board. However, there is currently no data to confirm that rapidly increasing automation will result in massive layoffs in the near future. Reports by the University of California Berkeley Labor Center and Harvard Business Review suggest that automation is more so changing the day-to-day functions of existing jobs.

Assessing Employment Impacts

Communities should assess potential employment impacts related to new development, redevelopment and retrofit projects. Public and private partnerships should be formed to ensure that developers are advising municipal governments of job creation and loss, or overall change, as a measure of impact to a community. Subdivision and land development ordinances should include provisions for economic impact statements with these types of proposals that specifically address impacts to a community's workforce. For building retrofits, where the subdivision and land development ordinance is not applicable, municipalities should consider the implementation of assessment forms with required zoning applications. These assessment forms should collect pertinent information, such as expected change in employee volume and traffic generation, so that municipalities can appropriately plan for shifts in municipal service needs.

Sustainability and Design

Incorporating sustainable building practices and design provides immense benefits to the community and developer. Utilizing renewable resources or employing sustainable design increases asset value, and decreases operational costs for the user through energy, water, maintenance and waste savings. Additionally, stormwater management benefits are generated through overall green infrastructure design.

As communities implement sustainable building practices, the benefit of reduced building footprint through increased building height should be considered. Increased 'vertical' impact is likely to result in the need for less land to develop these facilities and will result in reduced pressure on greenfield development, helping to sustain the Valley's limited natural resources. Building retrofits for automated warehousing are also supportive of the environment in this way.



Geneva II Warehouse in Charlotte, NC.

Photo courtesy of Shelco LLC.



Prologis Park 33 Building 1 (above) in Lower Nazareth Township utilizes energy-efficient lighting. Prologis Park 33 Building 2 (below) utilized recycled and locally sourced materials for construction.

Photos courtesy of Mowery

Developers should also consider the benefits of incorporating sustainability into designs, as green building has become an increasingly popular and widespread practice that can enhance business reputation in the industry. Warehousing and distribution developers such as Prologis are pushing the envelope in this area.

Although a relatively new land use, the nature of high cube and automated warehouses to be highly efficient opens them to many sustainable opportunities to reduce development pressure and lessen their carbon footprint. Developers or end-users can initiate these energy cost savings by installing solar panels or energy-efficient light fixtures.

Municipalities can incentivize the inclusion of renewable energy systems and energy-conserving building design in their subdivision and land development ordinances, per the Pennsylvania Municipalities Planning Code (MPC) Section 503(6). For example, offering a density bonus when meeting sustainability thresholds can benefit the developer and the community by offsetting the associated costs of sustainable systems over the long-term, while lessening impacts of the development on the environment.

For greenfield and redevelopment sites, aesthetic features such as building form and shape, as well as minimum percentage of window area per building wall, would supplement these sustainable design recommendations and reduce the visual impact of the building's height. Standards for building form and shape should address wall and roof scale to break up one's line of sight. For instance, municipalities could require columns on building walls to break up the monotony of a flat wall. Minimum window requirements should ensure adequate visibility into and out of spaces accessible to employees and the creation of the appearance of windows, through building wall design, in storage areas.

Allowing high cube and automated warehouses as a special exception or conditional use supports the ability to secure minimum architectural standards. In addition to building form, architectural standards can also involve a variation of colors on building walls to reduce the perception of a 'white box', all of which can be negotiated through the special exception or conditional use process.

Community Collaboration

Establishing a process that enables and encourages community feedback on proposals helps build trust between local governments, residents and the private sector, educates the community on the legally applicable process, and ultimately results in better projects that are more suitable to community needs and desires.

It is in the private sector's best interest to have an understanding of a community's goals and objectives. For instance, a public open house allows residents to visualize what the project may look like early in the planning process. This can garner community support and understanding, and can serve to address or mitigate concerns that may not otherwise be raised until substantial investment has already been made in the project design. These community engagement opportunities provide a platform for resident voices to be heard prior to any formal review and informs developers of potential historical issues within the area, such as road flooding. It also allows resident desires, such as a walking trail or buffering beyond what the subdivision and land development ordinance requires, to be considered.

In addition to internal meetings held between a municipality and developer, pre-submission meetings can involve the other community partners, such as the LVPC, Lehigh and Northampton Transportation Authority (LANTA) and the Lehigh Valley Workforce Investment Board. Pre-submission meetings are highly encouraged because they offer parties the opportunity to provide higher-level insight into regional implications and consider a holistic approach to development, transit accessibility and sourcing workers once the project is completed.

Traffic Impacts

Changes to existing traffic patterns, especially truck traffic, is a principal concern of most communities. The LVPC encourages that any special exception or conditional use, and particularly any warehouse use, include a traffic impact study. Traffic impact studies are reports that estimate the changes that are likely to occur to the overall transportation network near the land development project based upon access needs, projected trip generation of traffic and potential effects to congestion along access roads.

Traffic Impact Studies and Trip Generation

Traffic impact study requirements are established within a municipality's subdivision and land development ordinance. A traffic impact study is another tool used to assess the ramifications of a development, inform of future transportation constraints and enable a community to plan the best possible project outcome. Transportation impacts specifically related to high cube and automated warehousing are not fully known and are changing rapidly, therefore such scrutiny should be taken for these types of land uses.

Traditional and high cube warehouse land uses are each estimated by a separate traffic trip generation rate by the Institute of Traffic Engineers (ITE) Trip Generation Manual, 10th Edition. The ITE Manual is the engineering standard for calculating estimates of vehicle trip generated by developments. There is a relatively small volume of study information available in the high cube warehouse land use database. The database relies primarily on floor area, while there is a stronger correlation between vehicle trips and building gross square footage in regard to high cube warehousing. Gross building storage square footage is currently not available in the ITE Trip Generation manuals.

The ITE manual calculates traffic based only on gross floor area, a reflection of traditional warehouse footprints, which may not necessarily reflect the impacts of structures with storage capacity of 100 vertical feet or more. In essence, by measuring only floor area ITE treats a 24-foot-tall building with a floor area of 200,000 square feet the same as it treats a 100-foot-tall building with 200,000 square feet of floor area. In reality, the 100-foot-tall high cube or automated warehouse building is akin to stacking four traditional warehouses on top of each other.

Trip Generation Example

For the purposes of this example, every land use category in ITE in regard to warehousing was calculated with a base assumption of a structure of 1,000,000 square feet gross floor area

Land Use Category	Description	250,000 SF (GFA)		500,000 SF (GFA)		1,000,000 SF (GFA)	
		Total Trips	Truck Trips	Total Trips	Truck Trips	Total Trips	Truck Trips
Land Use 150: Warehousing	A warehouse is primarily devoted to the storage of materials.	435	150	870	300	1,740	600
Land Use 154: High-Cube Transload and Short-Term Storage Warehouse	Buildings that have a primary function of consolidation and distribution of pallet loads (or larger) for manufacturers, wholesalers, or retailers. They typically have little storage duration, high throughput, and are high-efficient facilities.	350	55	700	110	1,400	220
Land Use 155: High-Cube Fulfillment Warehouse	A facility characterized by a significant storage function and direct distribution of e-commerce product to end users. These facilities typically handle smaller packages and quantities than other types of HCWs and often contain multiple mezzanine levels.	Sort Warehouse 1,610 48		Sort Warehouse 3,220 95		Sort Warehouse 6,440 190	
	Sub-Categories of Land Use 155						
	Sort Warehouse: Fulfillment center that ships out smaller items, requiring extensive manual sorting. Non-Sort Warehouse: Fulfillment center that ships large box items that are processed primarily with automation.	Non-Sort Warehouse 453 58		Non-Sort Warehouse 905 115		Non-Sort Warehouse 1,810 230	
Land Use 156: High-Cube Parcel Warehouse	Warehouses that typically serve as regional and local freight forwarder facilities for time sensitive shipments via airfreight and ground carriers. These sites also often include truck maintenance, wash or fueling facilities.	1,158	145	2,315	290	4,630	580
Land Use 157: High-Cube Cold Storage Warehouse	Facilities typified by temperature-controlled environments for frozen food or other perishable products.	530	188	1,060	375	2,120	750

Careful consideration is necessary to develop policies regarding a 'warehouse built on top of a warehouse'. As these uses appear it may mean radical changes in trip generation calculations. The goods stored and moved are available in far greater quantities when stored vertically rather than in traditional warehouses, making assumptions of transportation impacts a complicated endeavor. The limited data available for cold storage facilities produce acceptable levels of accuracy for vehicle trip estimates. However, vehicle trip generation rates based on data collected in recent years are higher than those derived from data collected at least 10 years ago. It is recommended that further investigation be made into the existing data and that additional data be collected.

In the meantime, it is anticipated that industrial developers and engineers will utilize the ITE Trip Generation Manual to calculate vehicle trips and level of service changes to the roadway system. It is critically important to note that bridge sufficiency ratings, pavement quality and maintenance, transit connections, air quality impacts, among other key questions should be addressed as part of a transportation impact statement. Some of these factors have standardized data available to assess impacts, like the ITE Manual and PennDOT traffic safety data, but other impacts are more localized, like bridge condition assessments or the ability of a road to withstand higher frequency and higher weight vehicles without falling apart. Proximity to housing, hospitals, elder care facilities and schools can have impacts as well. These may be negative, such as lowered air quality, or positive like infrastructure already built to standards that support more intense uses. Transportation Impact Statement requirements should accommodate the variety of scenarios that can arise when development is proposed.

As automation makes loading and unloading of trucks more efficient, it is likely that truck turnaround time may be faster as well, enabling a higher usage of the transportation network than traditional warehousing.

Challenges have been noted, but opportunities also exist. Higher intensity uses can be clustered to target costly infrastructure improvements to limited areas, reducing upfront and long-term maintenance costs, as one example. Also, high cube and automated warehousing, in and of itself, is a significant technological achievement. This increase in efficiency and advancement can be carried beyond the building's interior and to the parking areas through electric charging stations for tractor-trailers and solar powering for the building's operation, as well as supporting automated traffic signal corridors key to reducing congestion and air pollution and enhancing emergency management services delivery. Again, each development or redevelopment will have unique needs, as will the seamless integration of that facility into the community. Holistically approaching issues and needs through traffic impact assessments can support facility and community success.

This 68-foot-tall Prologis facility in Seattle features a highway-style ramp network that enables tractor-trailers to dock at two levels of bays, potentially doubling truck traffic at the building. These increased impacts are something for the Lehigh Valley region to consider. Locations with substantial industrial development near highway interchanges, near the Lehigh Valley International Airport or along major freight corridors should prepare for highly intensive facilities as industrial land becomes more limited



Photo courtesy of Prologis

Truck Routes and Access

The scoping of a traffic impact study should identify all transportation impacts, including vehicular, truck, pedestrian, multimodal and transit access. The scope of the traffic impact study should scrutinize the planned truck routes, particularly between the project location and the closest highway or interstate because the trucks utilizing these facilities will ultimately want to connect to a highway. It is critical to plan and identify the best logical and capable truck route to access these high classification roadways, to minimize tractor-trailer impacts on local roads. Improvements to potential conflict points along these routes may be negotiated between the developer, municipality and Pennsylvania Department of Transportation (PennDOT), which will ultimately make a project more accessible to tenants and users. Traffic impact studies should also consider on-site needs, including parking and insufficient infrastructure capacity.

Tractor-Trailer and Driver Amenities

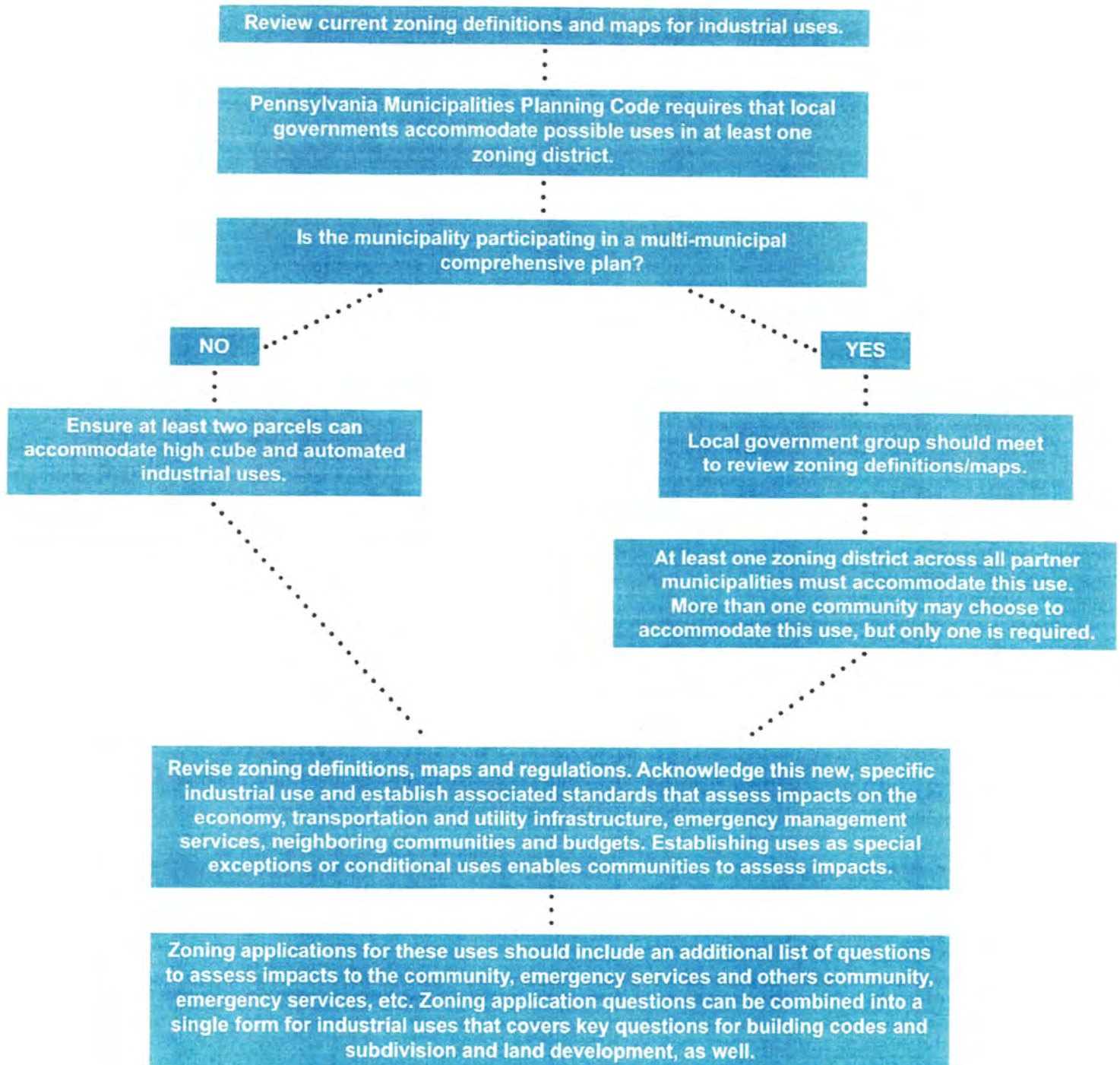
Minimum truck parking and queuing requirements at facilities, along with driver amenities, should be included within the subdivision and land development ordinance. This recommendation also involves access opportunities, such as gated facilities, to ensure that trucks are not queuing along the roadway but rather internal to the site.

Municipal standards should also require or incentivize electrical hookups within truck parking areas, both for trucks and for refrigeration trailer units in which goods are transported. Electric-diesel hybrid refrigeration trailer units are becoming more common. The availability of hookups will mitigate the impacts of diesel-run units on the neighboring area and regional air quality.

Impacts to the origin and destination of goods, as well as staging and parking concerning the commodity flows to logistics of freight, are anticipated to change. Driven by continual e-commerce demand, it is likely that regulation of these uses will require ongoing evolution to maintain the service expectations of citizens. Direct attention by both PennDOT and municipal officials should focus on monitoring traffic generation and its impact on the Lehigh Valley transportation network. The true changes to both state of good repair and existing conditions present an ongoing issue, and the growing demand on the transportation network will require continued assessment on both a case-by-case and global basis.

High Cube and Automated Warehousing: Municipal Considerations for Updating Standards

Serving as a 'to do list' for what and how a municipality should consider making updates to local zoning codes, this chart should be used in conjunction with the detailed information provided in the High Cube and Automated Warehouse Guidance Document. Municipalities should follow a similar process when proposing updates to subdivision and land development ordinances and/or other municipal procedures and codes.



Zoning Codes Must Consider Regulations for:

Location

Location has a big impact on whether a land use is appropriate for that community.

ADEQUATE ROAD, BRIDGE AND TRANSIT INFRASTRUCTURE

Where can transportation-intensive high cube or automated uses operate without adversely affecting infrastructure?

FREIGHT ROUTES AND CORRIDORS

Where are there designated freight routes that can accommodate higher frequency and higher weight vehicles?

QUALITY OF LIFE

Where will the 24-hour operational potential of these uses have the least impact on residential, medical, educational, recreational and other uses that's value is inherently connected to lower noise, emergency access and high air quality?

EMERGENCY MANAGEMENT SERVICES ACCESS

Can emergency management services, including fire, police and ambulance, access high cube and automated warehouse use locations effectively?

Is there an established emergency service delivery corridor providing traffic signal preemption to these uses from police, fire and ambulance facilities and hospitals? Do traffic signals need to be upgraded in order to ensure corridors are established?

Do local emergency response agencies have adequate staffing and equipment to handle any emergency at tall or very large buildings with 24-hour operations, and as the scale of industrial facilities and multi-tenant developments grow?

Is there water capacity and conveyance infrastructure, including adequately sized pipes and fire hydrants, to fight a fire should one occur?

Volume

Volume considers not only the building footprint, but the height and dimensions that allow more goods to be stored.

COMMUNITY CHARACTER

What impacts does the building volume have on the community's existing character?

Consider assessing not just the front, rear and side yard setbacks, but also maximum height and size limitations.

VIEWSHED

What is visible to and from these facilities?

Consider impacts to residential; protected open space; historic and cultural sites; parks or recreational lands; farmland; other businesses; schools; hospitals; continuing care facilities; emergency management facilities; and other types of uses.

PROPERTY VALUES

Will property values decline in a specific neighborhood(s) or other land use or group affect municipal revenue and therefore make it more challenging for the delivery of governmental services, including but not limited to, road and bridge maintenance, sewer, water and stormwater infrastructure maintenance, police, fire and ambulatory needs?

Will a specific neighborhood(s) or other land use or group be directly affected? Will those specific neighborhoods(s) or other land use or group see a decline in the value of their property(ies)?

QUALITY OF LIFE

What impact could an individual high cube or automated warehouse, or grouping of industrial facilities, have on the quality of life of the community?

Conclusion

The true impacts of high cube and automated warehousing uses are yet to be fully determined. These emerging land uses pose both positive and adverse impacts to a community's transportation network, economy, municipal budget, character and viewshed. Municipalities have an interest in protecting the health, safety and general welfare of their residents through regulation of these types of warehousing. The manner and approach to regulating these land uses are based upon whether the plan is for a new construction project, redevelopment of an existing lot or renovation to an existing structure.

Municipalities are encouraged to begin early in planning for this evolving land use. The most desirable outcomes benefiting communities are achievable by leveraging proper regulations in the subdivision and land development ordinance, zoning ordinance and building codes. These tools serve to assess the real impacts of a proposal, identify appropriate locations for development and ensure the prevention of additional costs to a community. Further, they serve to support the long-term success of a development.

Continually assessing the effectiveness of subdivision and land development ordinances and zoning ordinances allows a municipality to remain abreast of rapidly evolving development and industry trends, such as high cube and automated warehousing. Engaging with the private sector, relevant municipal departments, public safety organizations and residents early and often in the planning process facilitates widespread and comprehensive understanding of overall needs, resulting in the best possible outcome for all parties.

Be proactive. Install new regulations now, before they arrive.



148-foot Americold High Cube warehouse in Atlanta, Ga. Photo courtesy of Griffco Design/Build, Inc.

Resources

Project Examples

<https://www.wibw.com/content/news/Frito-Lay-one-step-closer-to-building-new-warehouse-486523091.html>

<https://www.westfaliausa.com/resources/case-studies/organic-valley>

<https://www.prologis.com/industrial-logistics-warehouse-space/washington/seattle/prologis-georgetown-crossroads>

https://www.gcca.org/system/files/coldfactmagazine/0584_GCCA%20ColdFacts%20CEBA%20Insert%202019_V6_lowres.pdf

<https://rsmowery.com/project/prologis-warehouse-park-33-building-1/>

Land Use and Zoning

<https://dced.pa.gov/download/planning-series-07-special-exceptions-conditional-uses-variances/>

Lower Macungie Township Zoning Example: Specific Criteria for Warehouse, Wholesale, Storage, or Distribution uses; <https://ecode360.com/34785641>

Economic Impacts and Incentives

<https://www.easternlandpa.com/listings/parcel-9northampton/LERTA.pdf>

<https://www.nber.org/papers/w27249.pdf>

<https://www.itprotoday.com/artificial-intelligence/us-recession-will-automation-help-or-hurt-recovery>

<https://laborcenter.berkeley.edu/future-of-warehouse-work/>

<https://hbr.org/2015/06/robots-seem-to-be-improving-productivity-not-costing-jobs>

Workforce

<https://gizmodo.com/fully-automated-warehouses-are-a-decade-away-amazon-sa-1834459784>

Reusability

CBRE Marketview, Pennsylvania I-78/I-81 Corridor Industrial, Q1 2020, Market fundamentals remain strong amid speculative development starts, 2020, www.cbre.com/researchgateway.

Sustainability

<https://www.prologis.com/sustainable-industrial-real-estate/environmental-stewardship/LEED-certification?title=&page=0>

Traffic Impacts

<https://www.ite.org/pub/?id=a3e6679a%2De3a8%2Dbf38%2D7f29%2D2961becdd498>

Wall Street Firm Citadel Securities Courts AI Startups for Trading
Edge [READ MORE](#)

ATTACHMENT 6

When Amazon Comes to Town

MASSACHUSETTS

Residents of Milford, Mass., didn't think twice when the internet retail giant opened a warehouse in town. But then trucks carrying Amazon cargo began choking its roads with traffic, making late night rackets and damaging a local cemetery.



Amazon vans departing a new staging lot outside an Amazon delivery station in Milford, Mass. Photo by Paris Martineau



By Paris Martineau

[Subscribe Now](#)

July 8, 2021 6:00 AM PDT

MILFORD, MASS.—When the Amazon warehouse came to town in 2016, most residents of Milford, located 45 minutes from Boston, didn't think much of it. The internet retailer submitted plans to city officials for a delivery station—essentially a post office exclusively for Amazon packages—that it wanted to open in a vacant warehouse on the east side of town. Amazon engineers downplayed the traffic impact on the surrounding area, saying in a meeting with town planners that it would be less disruptive than the humidifier manufacturer that had occupied the warehouse previously.

Soon after the delivery hub opened, though, hundreds of Amazon delivery vans began flooding the streets each day, moving in caravans of 50 to 100 vehicles that brought local traffic to a standstill and left nearby roads littered with trash and bottles of urine that residents blamed on Amazon drivers, according to local officials. Those vans, which The Information witnessed on a recent visit to the town, also compete for space on Milford's aging roads with more than a hundred semitrucks a day hauling Amazon cargo. The trucks regularly cause property damage and noise complaints as they rumble through narrow intersections and down one-way residential streets.

In March, one of those semitrucks knocked over a fence and a large tree at a cemetery located across the street from a second Amazon facility that opened in Milford last year. A

Read this article for free



ATTACHMENT 5

NEWS

3

Your Cyber Monday shopping is polluting this small town

Lawsuit and airport protest showcase the dark side of the e-commerce boom

By **Patrick Sisson** | Updated Dec 2, 2019, 12:02pm EST | 3 comments

CALIFORNIA



A line of trucks wait outside a distribution center in San Bernardino. A recent lawsuit and airport protest underscore community complaints about the growth of warehouses and traffic in the region. | Courtesy Center for Community Action and Environmental Justice

Enrique Jaime moved to Bloomington, California, in 2008 seeking something different. The 75-year-old retiree was sick of the traffic and pollution that came with living in Lynwood, near the ports, freeways, and refineries of Long Beach, and decided to move

with his wife, Carmen, 64, to this more peaceful and rural area in San Bernardino County, about 50 miles east of downtown Los Angeles.

“We wanted to enjoy a better life, with no traffic hassles,” he said.

Everything was good until the warehouses came. In the last decade, as the rapid growth of e-commerce has created a seemingly insatiable demand for logistics facilities, this portion of Southern California has become one of the nation’s largest hubs for warehouses. Even though it measures just 6 square miles, Bloomington already has four large warehouses within its boundaries, and plans were approved in 2017 to build a 680,000 square-foot facility 260 feet from Walter Zimmerman Elementary School.

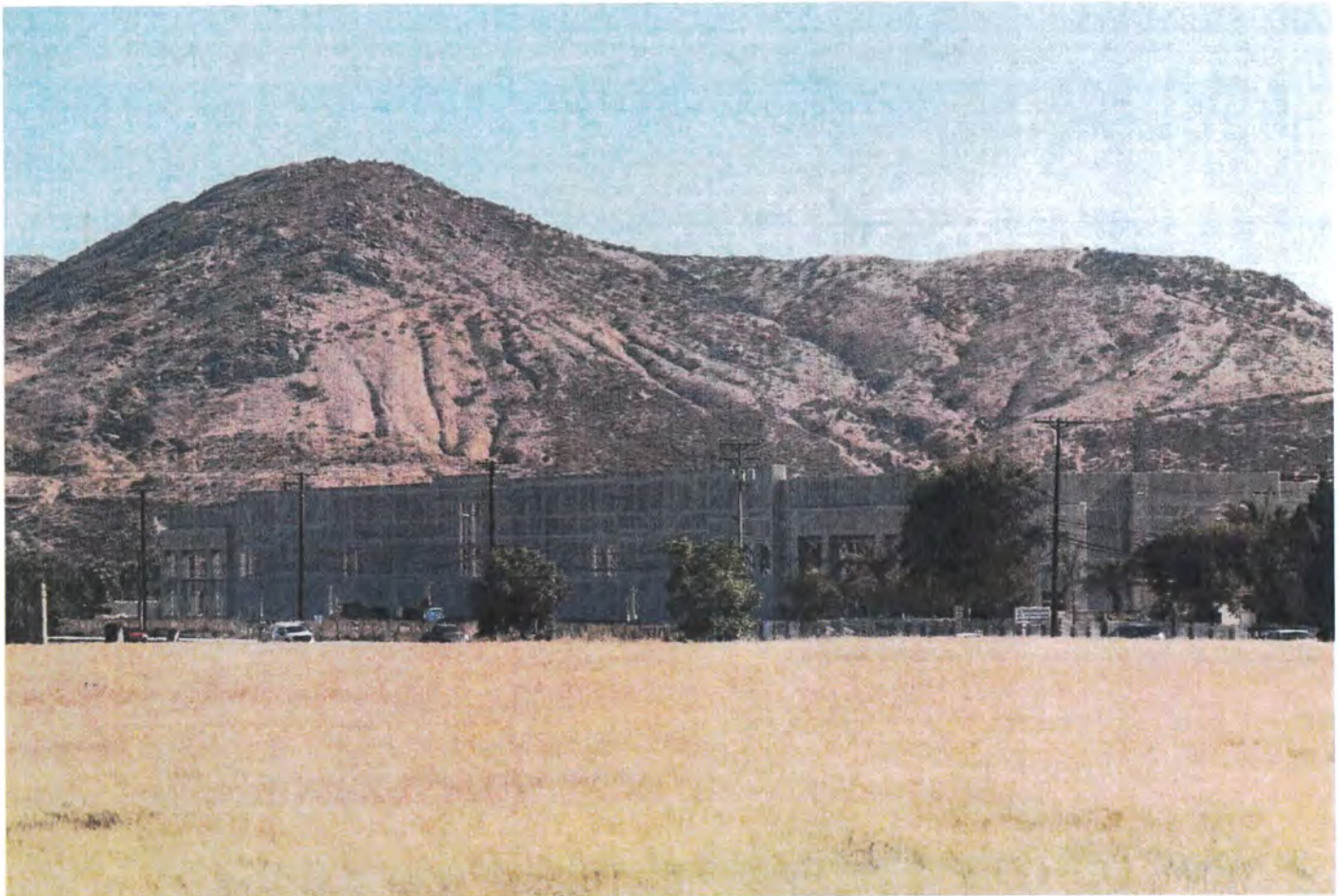
Last September, the county approved construction of the Slover Distribution Center, a 334,000-square-foot facility set on 17 acres of re-zoned residential land at the corner of Slover and Laurel avenues, 550 feet from a high school and 50 feet from the property line of nearby homes, including the Jaimes’. “With this particular warehouse,” Jaime says, “our health will be diminished because of the diesel fumes.”

“There’s no bigger hotbed for this issue than the Inland Empire area of Los Angeles, which has seen a massive proliferation of warehouses,” says Adrian Martinez, a staff attorney for Earthjustice, an environmental law firm. “There’s an appetite for more and more warehouses, taking more and more cargo. It’s under the guise of adding jobs, but if you look under the hood, it’s exacting a big toll on communities, and changing the landscape of the area.”

On October 26, 2018, Earthjustice filed a lawsuit against the San Bernardino Board of Supervisors on behalf of the local Center for Community Action and Environmental Justice, alleging that the review process for the Slover project, specifically the 292-page environmental impact report, doesn’t meet the standard of the California Environmental Quality Act (CEQA), and didn’t properly factor in air pollution and traffic impacts. On December 2, 2019, Cyber Monday, environmental groups and residents will stage a large protest at an Amazon facility meant to push the company, rumored owner of a new \$200 million air cargo logistics center at the nearby San Bernardino International Airport, to sign a legally enforceable Community Benefits Agreement that will help reduce pollution.

The lawsuit—which was settled earlier this year, without being able to stop construction of the Slover facility—and the cargo center protest highlight how, in a retail economy increasingly dictated by e-commerce and home delivery, the downsides can often be out of sight, and out of mind. The quickening pace of warehouse development—an additional 16.8 million square feet of warehouse space broke ground nationally during the third quarter of 2019, according to Cushman & Wakefield—and increased truck traffic, is often concentrated in smaller, rural areas, especially those near large metro areas.

“This will be one of those things, part of the shifting landscape of American consumerism,” says Martinez. “People often don’t think about, how does this package from Amazon, or rug from Target, get here. All along the way, there’s places where toxic pollution is essentially poisoning communities. There’s a growing frustration that this industry isn’t doing enough to clean up its act.”



Just like the Bloomington Industrial Facility, seen here, the Slover Distribution Center will be close to homes and schools. | CCAEJ

How the warehouse boom is impacting rural communities

According to San Bernardino county's public information officer, David Wert, logistics activity is a big factor in the county's recent job growth. In Southern California, nearly all the fulfillment centers serving the e-commerce industry are in San Bernardino, he says. In 2017, the county's logistics centers added 12,000 new jobs, a steep increase from the 4,500 added the year before, with a median pay of \$48,000. The county has added roughly [84,000 jobs in the warehouse and logistics industry in the last decade](#), reshaping the local job market. Real estate brokerage CBRE said land costs in the county [rose 35 percent](#) in 2018 due to high demand.

The developer behind the Slover project, JM Realty, told the [San Bernardino Sun](#) that the project will generate \$6 million in general fund revenue for the county by 2029 and create 290 temporary and permanent jobs.

Wert also says these new projects bring much-needed infrastructure upgrades to an unincorporated area with few sidewalks aging streets, and no sewer system. Every project is responsible for street improvements, landscaping, as well as intersection improvements and traffic control improvements.

According to Anthony Victoria-Midence, communications director for the Center for Community Action and Environmental Justice (CCA EJ), the local group that was party to the Slover lawsuit, that's not enough.

"This is not pioneer development, this is polluting development," he says. "The pollution outweighs the economic development. We don't think it'll provide any benefit. It may bring a couple new sidewalks or pave a couple new roads, but it won't provide any real solution, it'll provide more issues."

Opponents of these warehouses point to the dangers of diesel pollution from a constant stream of trucks coming to and from these large facilities. [Health studies](#) have shown that children who live near heavy traffic, and are exposed to particulate pollution from heavy trucks and [diesel engines](#), develop higher incidences of health problems such as asthma. Some physicians have gone so far as to call areas near distribution centers and highways "[diesel death zones](#)." The Draft Environmental Impact Report for the Slover Project, which will have 162 truck docks, predicted the distribution center would add more than 1,000 trips per day to and from the busy I-10 and I-60 corridors. Victoria-

Midence's groups has gone so far as to ask for pollution caps for facilities and the [electrification of delivery vehicles](#).

The Inland Empire is far from alone in feeling the effects of this industry's rapid expansion. In Chicago, Dallas, Houston, Philadelphia, and Miami, the number of warehouses has grown by 20 percent since 2003. Due to their size and cost, there's great economic incentive to locate them in less desirable, more inexpensive, suburban or rural areas. According to a [study of warehouse locations](#) in the greater Los Angeles area by Quan Yuan for the Union of Concerned Scientists, "low-income and medium-income minority neighborhoods contain a vast majority of warehouses and distribution centers." A [Brookings Institution report](#) found that despite recent growth in the region, "a series of economic booms and busts have left the region with more residents but fewer good jobs."

Bloomington has been hit particularly hard by the warehouse boom, according to Victoria-Midence. Warehouses have sprouted up in nearby Rialto and Fontana, serving companies such as Amazon, Target, and Walmart, which bring in increased truck traffic. Between San Bernardino and nearby Riverside County, Amazon has 14 large facilities in the region—the most of any metropolitan area in the U.S. In a region with scattered farmland and horses running through fields, these large warehouses are taking root close to schools and residences.

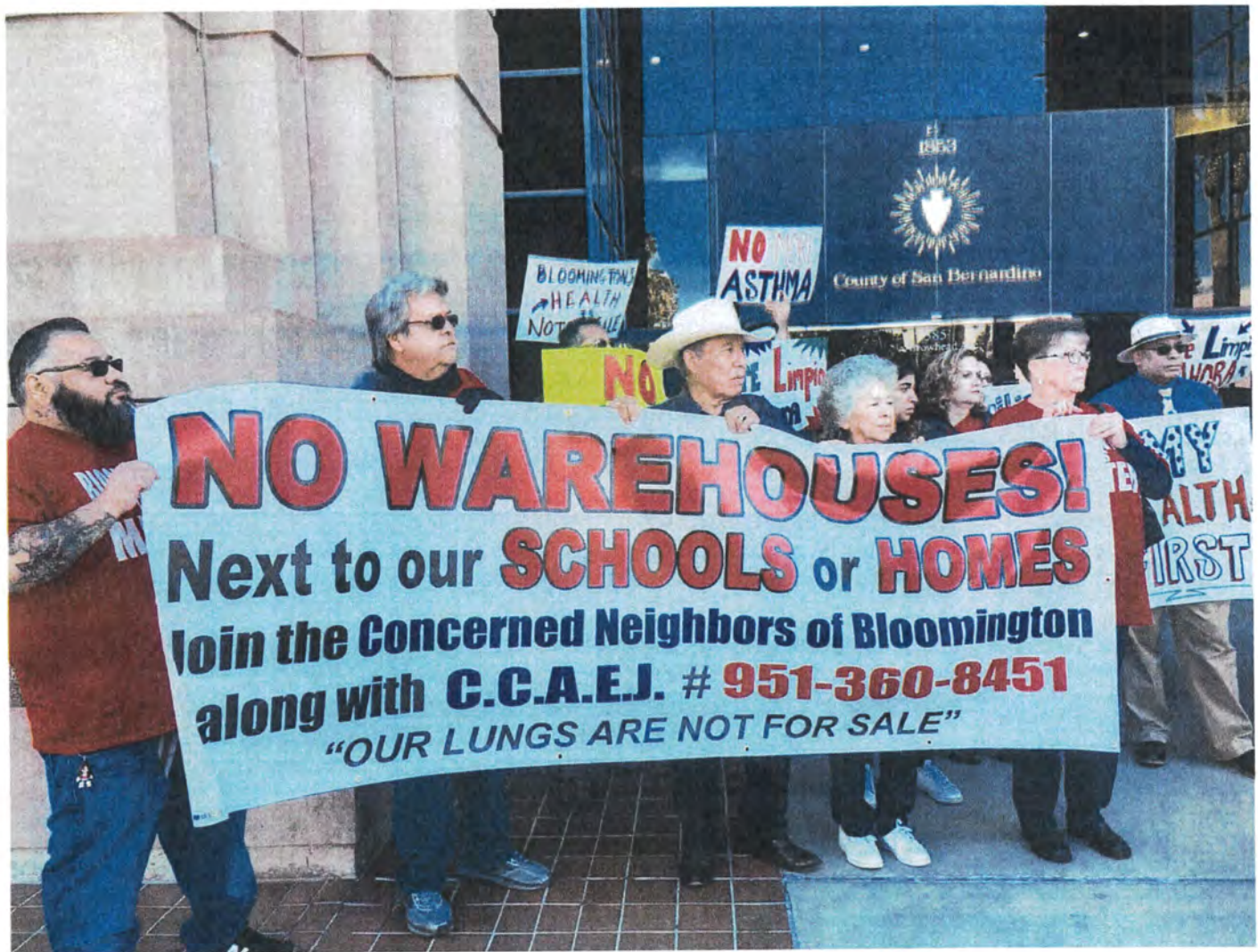
These areas have some of the [worst air pollution in the state](#), so increased road usage, as well as idling diesel engines at warehouse facilities, contributes to an already-serious problem.

Bloomington residents who are against the warehouses—a 2017 [survey](#) by local economic development group IE2030 found that 75 percent of residents don't want warehouses near homes—also argue they aren't being fairly represented. Since the town is located in an unincorporated part of the county, which lacks a mayor or city council, land-use decisions are made by the County Board of Supervisors.

The region's state representatives, Senator Connie Leyva and Assemblymember Eloise Gomez Reyes, agree, [writing in a op-ed](#) in the *Inland Empire Community News* that "the approval of the proposed warehouse in Bloomington by the San Bernardino County Board of Supervisors will further erode our quality of life and have serious health

impacts on the hardworking community that will be most directly impacted by this project.” Local school board member Abigail Medina wrote an op-ed last week that “It is time for us to demand better for our schools, our children, and our community.”

“The San Bernardino County Board of Supervisors acted with inconceivable neglect by approving a warehouse project that fails to consider the health and safety of Bloomington families,” Ericka Flores, senior organizer at CCAEJ, said in a statement. “Land use decisions should be made to benefit working class communities, not harm them.”



Bloomington residents protesting outside the San Bernardino County Government Center in February 2018. | Anthony Victoria

The side effects of e-commerce

The Slover facility represents just one project in the region’s continuing logistics boom. UPS started operating five cargo flights a week out of San Bernardino International Airport (two package handlers were killed in a tragic accident at the facility last week),

and Ontario International Airport will allow service from Frontier and international carrier China Airlines, developments expected to fuel future growth. The forthcoming Eastgate Air Cargo Logistic Center and will add at least 24 around-the-clock air cargo flights and 7,516 vehicle trips daily, including 500 daily truck trips, according to estimates from CCAEJ.

A coalition of community groups, under the banner of [San Bernardino Airport Communities](#), are asking for, among other things, soundproofing, air filters and double-paned windows for schools and residents, zero-emission delivery trucks, and limits on truck idling to reduce pollution.

According to Victoria-Midence, this isn't just a Bloomington or San Bernardino issue. Areas such as [Fresno](#) have also seen rapid growth in logistics and warehouse facilities.

"We're not pushing back against logistic workers and those involved in the industry, because it does provide a lot of jobs in our community," he says. "At the same time, a lot of decisions have been made that aren't responsible, the jobs aren't as stable as promised, and the community hasn't been consulted."

When asked about the traffic impact of the warehouses last fall, Wert said the county would normally order traffic studies on a project-by-project basis, so they'd have information on what would be needed to mitigate impacts, such as wider streets, altered traffic signals, and new freeway interchanges. But the county was currently in the midst of a massive update to the general plan, and is currently reviewing the entire road networks, warehouses and all.

"Short answer: We don't have data that measures that, but we're working on it," he wrote.

Victoria-Midence says that the Jaimes aren't alone; a number of Bloomington residents moved there from the LA area in search of a quieter lifestyle. The Jaimes specifically asked about the big, empty lot next to their home when they purchased their current house, the future site of the Slover project, and were told a home would be built there in the future.

Carmen has found that the traffic and pollution irritates her, and she has trouble breathing. Now the Jaimes are considering moving.

“When we lived in Lynwood, the traffic from trucks and trains and refineries had a huge affect on my respiratory health,” she said through a translator. “Once we moved to Bloomington, I was able to live and breathe better, and the environment is more peaceful and nice. That’s why I’m fighting hard against the warehouses in the community. It’s coming to the point where I’m going to have to choose to live in an area with cleaner air, or breathe in this toxicity.”



**Resolution 2023-08 Establishing the Kent County Tax Levy
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

06.13.23 Resolution 2023-08 Establishing the Kent County Tax Levy

RESOLUTION 2023-08
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

ESTABLISHING THE KENT COUNTY TAX LEVY
July 1, 2023 through June 30, 2024

WHEREAS, by the County Commissioners of Kent County, Maryland, the following accounts are allowed and included in the levy for the Fiscal Year July 1, 2023 through June 30, 2024, and it is further; and

WHEREAS, the following taxes are hereby levied upon the assessable property in Kent County, Maryland, for the Fiscal year July 1, 2023 through June 30, 2024. These taxes exclude any taxes levied by the State and Municipalities.

Real Property

\$1.022 on each One Hundred Dollars (\$100.00) of real property subject to taxation for County purposes.

Public Utilities

\$2.555 on each One Hundred Dollars (\$100.00) of property subject to taxation for County purposes.

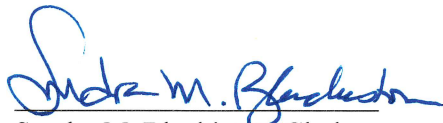
Business Personal Property Taxes on Public Utilities

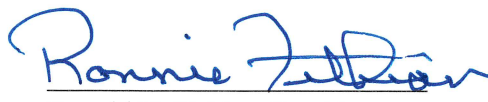
\$2.555 on each One Hundred Dollars (\$100.00) of real property subject to taxation for County purposes in accordance with Chapter 152, Taxation, Article IX, Business Personal Property Taxes on Public Utilities of the Code of Public Laws of Kent County, Maryland.

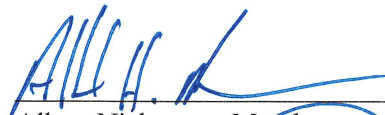
THEREFORE, BE IT RESOLVED, by the County Commissioners of Kent County, Maryland that the above tax rates are adopted and be it further resolved that in accordance with §10-204.3 Tax Property Article of the Maryland Annotated Code, that the service charge for the semi-annual payment of property taxes shall be 1.320% annually - the anticipated lost interest income to the County associated with delay in payment of the second installment, plus 10% of the lost interest income charge – to cover the administrative expenses associated with the semi-annual collection of property taxes.

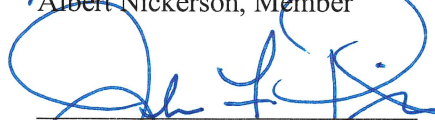
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert Nickerson, Member


John F. Price, Member

ADOPTED: June 13, 2023



**Resolution 2023-09 Adoption of Income Tax Rate
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

06.13.23 Resolution 2023-09 Adoption of Income Tax Rate

RESOLUTION 2023-09
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

COUNTY INCOME TAX RATE

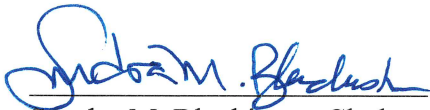
WHEREAS, Section 10-103 of the Maryland Annotated Tax-General Code requires each Maryland county to have a local or county income tax based upon an individual's Maryland taxable income; and

WHEREAS, Section 10-106 of the Maryland Annotated Tax-General Code authorizes the Board of County Commissioners for Kent County to change by resolution the County's local income tax rate.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Kent County, pursuant to the authority and requirements contained in the above-referenced provisions of the Maryland Annotated Code, that a local or county income tax of 3.20 percent of an individual's Maryland taxable income is levied upon the residents of Kent County for the calendar year beginning January 1, 2024, and this rate shall continue in effect for each succeeding calendar year until changed by the Board of County Commissioners of Kent County.

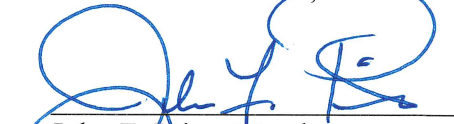
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ADOPTED: June 13, 2023



**Resolution 2023-10 Establishing Water and Sewer Rates
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

06.13.23 Resolution 2023-10 Establishing Water and Sewer Rates

RESOLUTION 2023-10
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

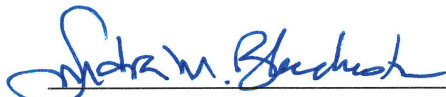
ESTABLISHING WATER AND SEWER SERVICE RATES

WHEREAS, the County Commissioners of Kent County, Maryland, have included in the Fiscal Year 2024 budget an increase to the water and sewer rates per the schedule attached hereto as Exhibit A; and

THEREFORE, BE IT RESOLVED, by the County Commissioners of Kent County, Maryland, that effective July 1, 2024, all water and sewer rates charged by the County shall be the FY2024 rates as set forth in "Exhibit A" which is attached hereto and incorporated herein, until changed by the County Commissioners by resolution; provided that charges not based on consumptions or minimums in lieu or a part thereof (e.g., hook up charges, penalties, disconnection charges, etc.) shall remain unchanged.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



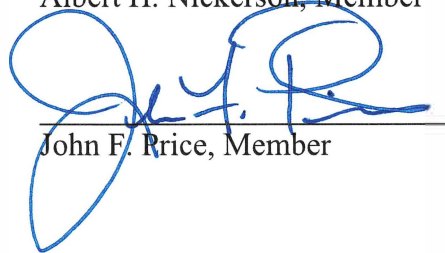
Sondra M. Blackiston, Clerk



Ronald H. Fithian, President



Albert H. Nickerson, Member



John F. Price, Member

ADOPTED: June 13, 2023

Exhibit A

Kent County Department of Water and Wastewater Services Quarterly Rate Schedule July 1, 2023 – June 30, 2024

Universal Rates throughout Kent County

Residential/Commercial

Water	\$142.00	
Sewer	184.07	
Bay Restoration Fee	<u>15.00</u>	
	\$341.07	12,000 gallon max; \$3.87/1,000 gallons overage

Vacant Lot

Water	\$71.00
Sewer	<u>92.04</u>
	\$163.04

Vacant Lot - Water Only

Water	\$71.00
-------	---------

Vacant Lot - Sewer Only

Sewer	\$92.04
-------	---------

Water Only

Water	\$142.00	12,000 gallon max; \$3.87/1,000 gallons overage
-------	----------	---

Sewer Only

Sewer	\$184.07
Bay Restoration Fee	<u>15.00</u>
	\$199.07

Small Business

Sewer	\$92.04
Bay Restoration Fee	<u>7.50</u>
	\$99.54

Genovique Specialties Corp (6 sewer)

Sewer base	\$1,104.42
Bay Restoration Fee	<u>90.00</u>
	\$1,194.42 + sewer consumption



**Resolution 2023-11 Adoption of the FY2024 Budget
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

06.13.23 Resolution 2023-11 Adoption of the FY2024 Budget

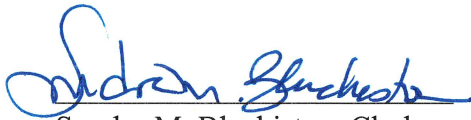
RESOLUTION 2023-11
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

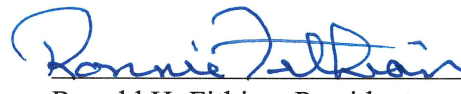
ADOPTION OF THE FY2024 BUDGET

The County Commissioners of Kent County, Maryland do hereby adopt the Fiscal Year 2024 Budget attached hereto as Exhibit A on this 13th day of June 2023.

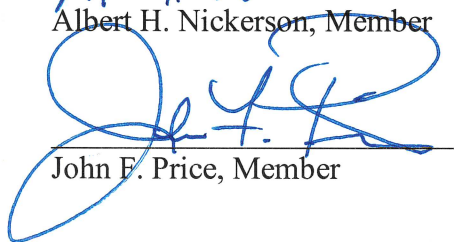
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ADOPTED: June 13, 2023

**KENT COUNTY, MARYLAND
FISCAL YEAR 2024 BUDGET
GENERAL FUND**

REVENUES

Real and Personal Property Taxes	34,046,285
Income Taxes	17,260,000
Other Local Taxes	2,548,000
Licenses and Permits	343,228
Intergovernmental Revenue	1,840,151
Service Charges	630,263
Fines and Forfeitures	7,000
Rental Income	111,020
Miscellaneous	543,609
Capital Lease Proceeds	289,153
Subtotal	57,618,709
Transfers From Fund Balance	2,719,998
Transfers From Other Funds	-
Total General Fund Revenues	60,338,707

EXPENDITURES

General Government	
Legislative	660,846
Circuit Court	424,680
Orphans' Court	64,156
State's Attorney's Office	951,789
Election Office	724,150
Independent Accounting and Auditing	35,500
Finance Office	937,910
Legal	72,330
Human Resources	528,642
Planning, Zoning, Housing	1,023,215
Information Systems	1,250,454
General Services	241,987
Building Maintenance	1,193,617
Total General Government	8,109,276
Public Safety	
Law Enforcement	4,660,218
Volunteer Fire Companies	1,208,196
Corrections	3,942,319
Building Code Inspection	37,210
Board of License Commissioners	61,544
Emergency Management	261,290
Communications Division	1,413,477
Emergency Medical Services	2,156,379
Animal Control/Humane Society	313,140
Total Public Safety	14,053,773
Public Works	
Public Works Administration	596,712
Environmental Operations	1,158,831
Highways	4,091,362
Street Lights	13,750
Crossing Guards	4,400
Public Landings	105,667
Total Public Works	5,970,722
Conservation of Health	
Health Department	1,352,438
Mosquito Control	40,300
Total Conservation of Health	1,392,738

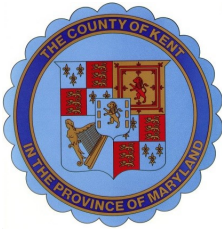
EXPENDITURES (cont)

Social & Other Services	
Upper Shore Aging	354,082
Delmarva Community Services	87,351
Department of Social Services	66,036
Kent Center	42,193
Department of Health & Mental Hygiene	20,132
Saint Martins Ministries	10,700
Court Appointed Special Advocates	14,980
Community Mediation Upper Shore	10,000
Commission on Aging	3,550
Mid-Shore Regional Council	5,000
Human Relations Commission	100
Imagination Library	5,000
Total Social Services	619,124
Education	
Board of Education-Operating	19,654,557
Board of Education-Debt Service	205,581
Community College	537,832
Kent County Learning Center	2,500
Total Education	20,400,470
Parks, Recreation and Culture	
Kent Cultural Alliance	13,375
Museums of Kent County	6,520
Parks and Recreation	2,135,936
Total Parks, Recreation and Culture	2,155,831
Library	756,152
Conservation of Natural Resources	
Agriculture Extension Service	153,155
Soil Conservation Service	213,534
Waterman's Association	8,000
Forestry Board	1,693
Total Conservation of Natural Resources	376,382
Economic & Tourism Development	605,057
Debt Service	1,213,636
Intergovernmental	
Municipalities	23,576
Department of Assessment & Taxation	112,000
Total Intergovernmental	135,576
Miscellaneous	
Insurance	299,459
Miscellaneous Benefits / Benefit Refunds	663,025
Contingency	400,000
Total Miscellaneous	1,362,484
Transfers to Other Funds	
Agricultural Preservation Fund	1,689
HotDesks	6,175
Infrastructure Grants	10,000
Program Open Space	69,588
Capital Projects	996,000
Circuit Court Law Library	13,000
Kent Family Center	126,147
Local Management Board	59,281
Water and Wastewater Enterprise Fund	1,905,606
Total Transfers to Other Funds	3,187,486
Total Expenditures	60,338,707



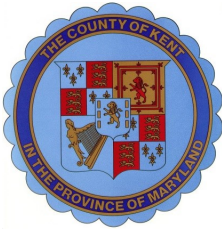
**#1 - Regular Session Minutes, June 6, 2023
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



**#2 - Liquor Minutes, June 6, 2023
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, June 6, 2023
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



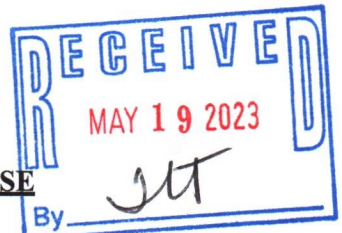
**ShoreRivers, Beer, Wine, and Liquor, June 24, 2023
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

4881 ShoreRivers, Fundraiser, Beer, Wine, and Liquor, June 24, 2023 Application

#4881



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

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

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

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

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

ShoreRivers

Address 114 S. Washington Street, STE 301, Easton MD 21601

Type of Function Fundraiser

Location of Function Wilmer Park, Chestertown, MD

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) June 24, 2023.
Begin at: 5:30pm End at: 10pm and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$ 25)
in payment for the license.

Please Select One:

() Pick Up

(x) Mail Permit (will be mailed to above address)

paid \$25.00 cash

Special Class "C" (Per Diem) License Affidavit

Page 2 of 6

04/25/2022

9. Applicants

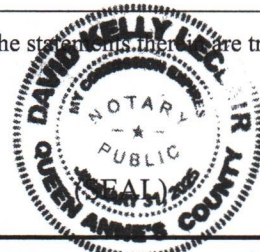
(1) Rebekah Hock 117 Elm Street Chestertown, MD 21620
Name
/A 10+ Staff 410-708-9965 Rebekah L. Hock
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of MAY, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared REBEKAH HOCK the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

David Kelly Leclair



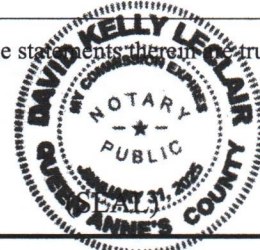
(2) Kelly Anne Richards 8355 Broad Neck Road Chestertown MD 21620
Name
25+ Staff 443-480-3040 K. Richards
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of MAY, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared KELLY ANNE RICHARDS the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

David Kelly Leclair



(3) Zack Kelleher 312 Cypress St, Millington, MD 21651
Name
5+ Staff 408-797-9901 Zack Kelleher
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of MAY, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ZACHARY KELLEHER the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

David Kelly Leclair



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

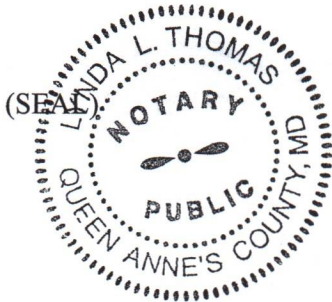
(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State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

W. S. Ingersoll Signature (s)
W. S. INGERSOLL Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 19th day of May, 2023,
before the subscriber, a Notary of the State of Maryland, personally appeared _____
W. S. Ingersoll and acknowledged the execution of the foregoing
statement to be a true act.

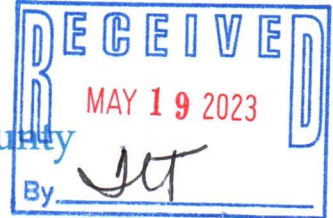
WITNESS my hand and official seal.



Linda L. Thomas
6.30.2024

#4881

The Board of License Commissioners of Kent County



P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BONNIE PEARSALL
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. ShoreRivers

Address 114 S. Washington Street, STE 301, Easton MD 21601

Name Freya Farley Phone # 410-829-3566

(Please Print)

(Signature)

Date 4/18/23





**Eastern Shore Rabbit Rescue & Education Center, Beer Only, July 4,
2023
6/13/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Eastern Shore Rabbit Rescue & Education Center, Inc., Beer Only, July 4, 2023, Application

#4882

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): ~~Beer~~ ☒ **Beer and Wine ()** **Beer, Wine and Liquor ()**.

We submit and certify to the following information and statements as required by said Article 2B.

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

Eastern Shore Rabbit Rescue & Education Center

Address Mailing: PO Box 697, Rock Hall, MD 21661 Outreach Building: 21267 Rock Hall Ave Unit #111

Type of Function

Fundraiser during July 4 Parade

Location of Function In front of Cricket's Pet Supply, 5745 N Main St, Rock Hall, MD 21661

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

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

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

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

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) July 4, 2023.
Begin at: 9:30 AM End at: 3:00 PM and the applicant tenders herewith the sum of (\$ 5.00 Per Day) (\$ 5.00) in payment for the license.

Please Select One:

☐ Pick Up

☒ Mail Permit (will be mailed to above address)

9. Applicants

(1) Cora Dickson 6023 Bayce Lane Rock Hall, MD 21061
Name Residence
15 years President (410) 639-7120
Length of Residence in Kent Co. Committee Title Phone No. Cora Dickson
(Signature of Applicant)

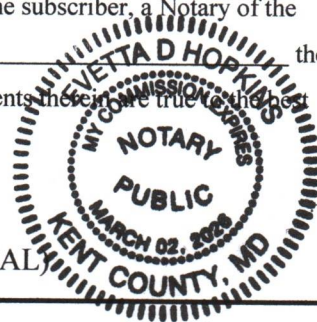
STATE OF MARYLAND

This certifies, that on the 2nd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Cora Dickson the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

EVETTA D HOPKINS

(SEAL)



(2) William Fiana 6023 Bayce Ln Rock Hall, MD 21061
Name Residence
15 years Treasurer (410) 639-7120
Length of Residence in Kent Co. Committee Title Phone No. William Fiana
(Signature of Applicant)

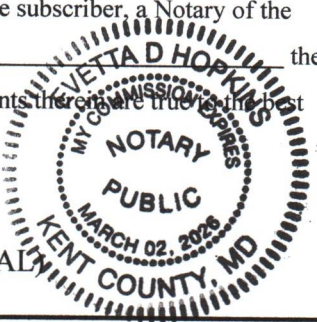
STATE OF MARYLAND

This certifies, that on the 2nd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared William Fiana the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

EVETTA D HOPKINS

(SEAL)



(3) Sarah Palmer 21452 E Sharp St Rock Hall, MD 21061
Name Residence
2 years Volunteer 801-698-9594
Length of Residence in Kent Co. Committee Title Phone No. Sarah Palmer
(Signature of Applicant)

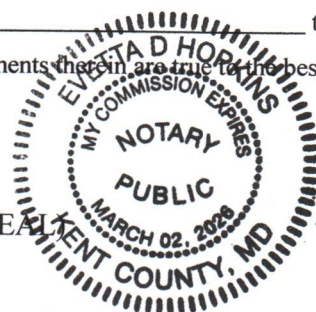
STATE OF MARYLAND

This certifies, that on the 2nd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Sarah Palmer the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

EVETTA D HOPKINS

(SEAL)



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

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

GCBB (Signature)
George Barnett (Print Name)

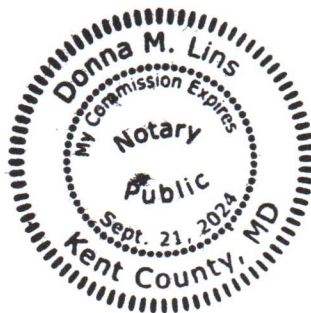
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 6 day of June, 2023,
before the subscriber, a Notary of the State of Maryland, personally appeared George Barnett
and acknowledged the execution of the a foregoing
statement to be true act.

WITNESS my hand and official seal.

Donna M. Lins

(SEAL)



The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
FACSIMILE 410-778-7482
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

In applying for this Special Class "C" License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Section 7-101 of Article 2B of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
(Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

Failure to comply with the laws of the State of Maryland may make the responsible person subject to a fine.

The issuance of this license is to be for a bona fide religious, fraternal, civic, veterans, hospital, or charitable club, society, association or organization. This license is for the use of your organization only any may not be transferred or reassigned.

The cost of a one day license is: **Beer \$5.00, Beer & Wine \$15.00, and Beer, Wine, & Liquor \$25.00.** Please submit your check made out to **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Eastern Shore Rabbit Rescue & Education Center

Address PO Box 697, Rock Hall, MD 21661

Name Cora C. Dickson

(Please Print)

Phone # 240-475-4555

Cora C. Dickson

(Signature)

Date 6/6/2023





**Eastern Shore Rabbit Rescue & Education Center, Beer Only,
September 9, 2023**

6/13/2023

County Commissioners Meeting

ATTACHMENTS:

Description

Eastern Shore Rabbit & Education Center, Inc., Beer Only, Sept 9, 2023, Application

#4883

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

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

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

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

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

Eastern Shore Rabbit Rescue and Education Center, Inc.

Address PO Box 697 Rock Hall, MD 21661 (Outreach Building: 21267 Rock Hall Ave Unit #111)

Type of Function Running Race

Location of Function 13003 Turners Creek Rd. Kennedyville, MD 21645

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) September 9th, 2023.
Begin at: 08:00am End at: 06:00pm and the applicant tenders herewith the sum of (\$ 5 Per Diem) (\$ 5)
in payment for the license.

Please Select One:

() Pick Up

(X) Mail Permit (will be mailed to above address)

9. Applicants

(1) William Fielder 6023 Boyce Ln, Rock Hall, MD 21661
 Name Residence
15 years Treasurer 410-708-3651
 Length of Residence in Kent Co. Committee Title Phone No. [Signature]
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 25th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared William Fielder the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sarah Kavina

Sarah Kavina
Notary Public
Kent County, Maryland
Commission Expires: June 01, 2025

(SEAL)

(2) Cora C. Dickson 6023 Boyce Ln. Rock Hall, MD 21661
 Name Residence
15 years President 410-639-7120
 Length of Residence in Kent Co. Committee Title Phone No. [Signature]
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Cora C. Dickson the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Joanne C. Chek

JOANNE C CHEK
Notary Public - State of Maryland
Kent County
My Commission Expires Dec 6, 2025

(SEAL)

(3) Deborah B. Guthrie 11885 Clark Rd, Worton, MD 21678
 Name Residence
23 years Volunteer 410-348-2565
 Length of Residence in Kent Co. Committee Title Phone No. [Signature]
 (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Deborah Guthrie the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Joanne C. Chek

(SEAL)

JOANNE C CHEK
Notary Public - State of Maryland
Kent County
My Commission Expires Dec 6, 2025

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

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

George B Hopkins Signature (s)

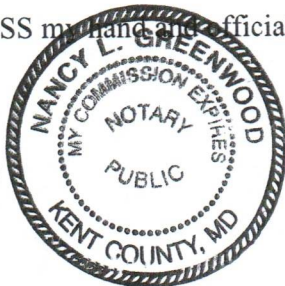
George B Hopkins Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the _____ day of _____, 20____,
before the subscriber, a Notary of the State of Maryland, personally appeared _____
George B Hopkins and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

(SEAL)



Nancy L Greenwood
My Commission expires
3/21/2025

4883

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Eastern Shore Rabbit Rescue and Education Center, Inc.

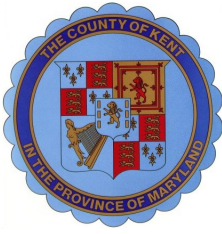
Address . PO Box 697 Rock Hall, MD 21661

Name Cora Dickson Phone # 240-475-4555

(Please Print)

Cora C Dickson Date 6/6/2023
(Signature)





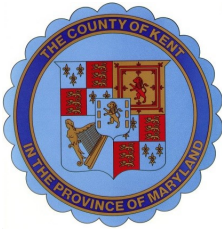
Kent Family Center
6/13/2023
County Commissioners Meeting

Item Summary:

Child Development Teacher Vacancy

ATTACHMENTS:

Description



Patricia Merritt, Office of Finance
6/13/2023
County Commissioners Meeting

Item Summary:

Audit Services

ATTACHMENTS:

Description

S B & Company Fee Quote



SB & COMPANY, LLC
KNOWLEDGE • QUALITY • CLIENT SERVICE

Fee Quote

May 30, 2023

Patricia Merritt
Chief Finance Officer
Kent County, Maryland
400 High Street
Chestertown, MD 21620

Dear Ms. Merritt,

SB & Company, LLC ("SBC") is pleased to present our qualifications to Kent County, Maryland and the Kent County Public Library. SBC proposes to perform the annual financial statement audit, Single Audit, 9-1-1, Agricultural Land Preservation Fund, and Landfill Agreed Upon Procedures and for the fiscal years ended June 30, 2023, 2024, 2025, 2026 and 2027. We consider it an honor to have the opportunity to continue our partnership with the County.

Our proposed fee quote for the scope of services listed above are as follows:

County

FY2023 - \$35,000

FY2024 - \$36,400

FY2025 - \$37,850

FY2026 - \$39,370

FY2027 - \$40,940

Library

FY2023 - \$11,000

FY2024 - \$11,400

FY2025 - \$11,800

FY2026 - \$12,300

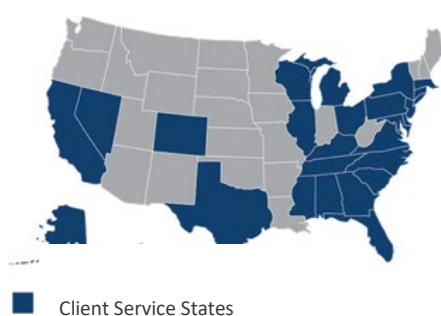
FY2027 - \$12,800

Firm History

Established in 2005 by Former ‘Big 4’ Partners and Managers.

SBC was formed in 2005 as a Minority Business Enterprise (“MBE”) certified public accounting and business advisory firm with a strong presence along the east coast. The founding partners of SBC wanted to create a unique public accounting firm that operated as a valued business partner to nonprofit, governmental, and commercial organizations. Their vision was to build a firm that would serve emerging as well as larger organizations. SBC was created with a greater level of partner attention, strategized business perspective, and the critical thinking practices of a nimble firm, coupled with the quality, discipline, and focus on training and development of a large firm.

SBC has offices in Washington, DC; Owings Mills, Maryland; Richmond, Virginia; Philadelphia, Pennsylvania; and Hollywood, Florida. With approximately sixty professionals, SBC has a robust nonprofit practice. SBC is a certified public accounting and business advisory firm serving primarily the Mid-Atlantic region, although we perform a variety of audit, tax, and business consulting services for many nonprofit, governmental, and commercial clients throughout the United States.



Active Involvement with the State and Local Government

SBC was founded to serve state and local governments. Because of this focus, our firm has gained considerable experience within them, and has earned the reputation as a technical expert on state and local government issues. Accompanying our expertise, SBC remains dedicated to an active involvement within the state and local governments.

Through our active participation in a variety of professional associations and industry organizations, our team members have developed valuable relationships with standard-setters that will provide our clients with access to the latest industry information and real-time knowledge of upcoming pronouncements. The knowledge we can provide you is relevant and effective in assisting you with making the business and accounting decisions that you are faced with throughout the year. We have performed numerous similar audits for many cities, counties, and other local and state government entities. This experience enables us to understand the standards and requirements that apply to the Authority and identify issues promptly, collaborate with management on solutions, and meet your deadlines with no last-minute surprises. We take pride in our work and have had no legal disputes regarding providing any services. SBC has conducted audits to comply with the requirements of Title 2 CFR Part 200 (previously OMB Circular A-133), as amended, issued by the U.S. Office of Management and Budget. SBC has experience completing the Single Audit for the State of Maryland and performs Single Audits for various other governments and nonprofit organizations.



Governmental Clients

- Anne Arundel County, MD
- Calvert County, MD
- Capitol Technology University
- Cecil County, MD
- City of Annapolis, MD
- City of Aberdeen, MD
- City of Baltimore, MD
- City of College Park, MD
- City of Dover, DE
- City of Hagerstown, MD
- City of Hazleton, PA
- City of Philadelphia, PA
- City of Seat Pleasant, MD
- Coppin State University
- DC Department of Health Care Finance
- Delaware State University
- Denali Commission
- Department of Labor, Licensing, and Regulation
- Frederick County, MD
- Frederick County Public Schools
- Frederick Community College
- Harrisburg Housing Authority
- Harford County, MD
- Harford County Health Department
- Harford County Public Schools
- Health Services Cost Review Commission (Maryland)
- Housing Authority of Cambridge
- Housing Authority of the City of Annapolis
- Howard Community College
- Howard University
- Kent County Library
- Kent County, MD
- Maryland Department of Housing and Community Development
- Maryland Supplemental Retirement Plans
- Maryland Affordable Housing Trust
- Montgomery County, MD
- Norfolk State University WNSB Radio Station
- Northumberland County, PA
- Organization of American States
- Pennsylvania Public School Employees' Retirement System
- Philadelphia Housing Authority
- Prince George's County Memorial Library
- Social Security Administration
- State of Maryland - Baltimore City Community College
- State of Maryland – College Savings Plan
- State of Maryland - Correctional Enterprise
- State of Maryland - Department of Business and Economic Development
- State of Maryland – Department of Information Technology
- St. Mary's County, MD
- St. Mary's County Public Schools
- State of Maryland – Maryland Department of Transportation
- State of Maryland - Maryland Environmental Services
- State of Maryland - Maryland Food Center
- State of Maryland - Maryland Transit Administration Pension
- State of Maryland – Morgan State University
- State of Maryland – Post Retirement Health
- State of Maryland – Single Audit
- State of Maryland – St. Mary's College
- State of Maryland – Stadium Authority
- State of Maryland – Unemployment Insurance
- Susquehanna Township, PA
- Talbot County, MD
- Town of Bel Air, MD
- Town of Centreville, MD
- Town of Garrett Park, MD
- Town of Ocean City, MD
- Town of New Windsor, MD
- University of Maryland College Park
- U.S. Coast Guard Academy
- U.S. Department of Housing and Urban Development
- Washington County, MD
- Washington Metropolitan Area Transit Authority
- Washington Suburban Transit Commission
- Wilmington Housing Authority

Should you have any concerns about our fees, we can engage in further discussion as needed. We look forward to the opportunity to continue our relationship with the County.

Respectfully,

SB & Company, LLC

Mr. Christopher Lehman, CPA, MBA - Member



Herbert Dennis, Warden, Kent County Detention Center
6/13/2023
County Commissioners Meeting

Item Summary:

Trinity Services Group - Contract Renewal For Inmate Meals

ATTACHMENTS:

Description

06.13.23 Kent County Detention Center Inmate and Staff Food Services Contract By and Between Kent County and Contractor Trinity Services Group, Inc., #24DCISFS0626



**KENT COUNTY DETENTION CENTER INMATE AND
STAFF FOOD SERVICES CONTRACT
BETWEEN COUNTY & CONTRACTOR**

This Contract, made this 13th day of June 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Trinity Services Group, Inc., hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see Exhibit A), the CONTRACTOR will perform all work required by the Request for Proposal documents referenced within Exhibit A, and will provide such services at the price that is outlined in the Contractor's Proposal in response to the RFP (see Exhibit B).
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin work covered by this contract, as outlined within the RFP Documents (see Exhibit A), on July 1st, 2023, in accordance with the beginning of the OWNER's Fiscal Year (FY24). All work shall be completed on a continual basis, without pause, for the duration of this Contract term.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, as calculated and quoted in the Contractor's Proposal (see Exhibit B).
6. **INVOICING PROCEDURES.** Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, which should include the fully executed and signed Annual Generator Check List (see Exhibit D), and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned.
7. **CONTRACT TERM / RENEWAL.** This contract will be for a three (3)-year period, effective by Fiscal Year, which runs from July 1 to June 30, and shall remain in effect until June 30, 2026. Any

renewal options upon expiration of this Contract shall be upon mutual agreement of the CONTRACTOR and OWNER, subject to available funding and circumstance, and shall be published and fully executed by both parties prior to initiation of such a renewal of Contract.

8. The Contract Documents include the following:
 - A. Exhibit A - RFP # DC 23-10 documents (which includes the County General Terms & Conditions).
 - B. Exhibit B - Contractor's Proposal.
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents, further defined within Section 6.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This Contract will remain active for three (3) full calendar years, effective by Fiscal Year terms, as aforementioned and further outlined in Section 7.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
(OWNER)

Iruya L. Thomas

By: *Ronnie Z. Khan*
President
County Commissioners' Office

TRINITY SERVICES GROUP, INC.
(CONTRACTOR)

Sonia H Jackson



By: *James M. Perry*
James M. Perry
Sr. Vice President
Title
59-3026703
Employer Identification Number (EIN)



Herbert Dennis, Warden, Kent County Detention Center
6/13/2023
County Commissioners Meeting

Item Summary:

Medical and Mental Health Services For Inmates

ATTACHMENTS:

Description

06.13.23 Kent County Detention Center Comprehensive Health Services Agreement By and Between Kent County and PrimeCare Medical, Inc., Contract #RFP-21-04

COMPREHENSIVE HEALTH SERVICES AGREEMENT

THIS AGREEMENT is entered into between the County of Kent, State of Maryland (hereinafter, "County") and PrimeCare Medical, Inc., a Pennsylvania Corporation with offices located at 3940 Locust Lane, Harrisburg, Pennsylvania 17109 (hereinafter, "Company").

WITNESSETH:

WHEREAS, the County is charged pursuant to federal and state law with the responsibility for providing comprehensive health care services for all persons committed to the care, custody and control of the Kent County Detention Center (hereinafter, "Facility"); and

WHEREAS, the County's goal is to operate a health care program in accordance with established community standards of care and applicable law; and

WHEREAS, Company is in business solely to provide health care services, through properly licensed employees and independent professionals, to inmates/patients in prisons, jails and juvenile detention centers; and

WHEREAS, Company was awarded contract #RFP-21-04 which was competitively bid by Cecil County, Maryland; and

WHEREAS, Kent County will piggyback off this contract; and

WHEREAS, Company has been fully informed as to the scope of the project and has read contract #RFP-21-04; and

WHEREAS, Company represents that it is professionally qualified to render the services detailed in contract #RFP-21-04; and

WHEREAS, Company has submitted a Pricing Analysis, dated March 23, 2023, outlining the terms and conditions of its offer to furnish medical services consistent with those called for pursuant to #RFP-21-04; and

WHEREAS, County desires to accept that offer as set forth in the Pricing Analysis, as detailed hereinafter.

NOW, THEREFORE, in consideration of the covenants and promises set forth below and for other valuable consideration, and intending to become legally bound thereby, the parties agree as follows:

1. Scope of Services. Company agrees to provide mental health, medical and related health care services to the inmate/patient population at the Facility in accordance with the Pricing Analysis, dated March 23, 2023, specifically whereas County has selected Option 1, except as specifically excepted hereinafter, which Pricing Analysis is incorporated herein by reference, as if fully set forth in its entirety.

2. Effective Date and Term of Agreement. The effective date of this Agreement shall be July 17, 2023. The term of the Agreement shall be for a period of five (5) years, concluding on June 30, 2028. There shall be three (3) additional one (1) year option periods, as mutually agreed upon by the parties in writing. This Agreement may be terminated sooner only in accordance with the provisions of paragraph 4, infra.
3. Medical Clearance. Company shall have the right to medically clear all inmates/patients. Those with pre-existing injuries or serious medical problems which cannot be treated appropriately in the Facility environment may be diverted to an acute medical facility or otherwise referred for care. Company shall not be responsible for any costs incurred for inmates/patients who are not cleared for incarceration. Once cleared, however, Company assumes treatment and financial responsibility for all medical conditions existing during an inmate's/patient's incarceration, subject to the limitations set forth at paragraph 5, infra.
4. Termination. This Agreement may be terminated sooner than provided in paragraph 2, supra., only as follows:
 - a) Upon prior written notice of one hundred eighty (180) days without cause by either party.
 - b) Upon default of any material provision of this Agreement, if not cured to the satisfaction of the non-defaulting party, which shall not be unreasonably withheld, within sixty (60) days of written notice of default.
 - c) Immediately, if annual appropriation by County is insufficient to fund this Agreement. In such case, the Agreement shall be considered null and void.
5. Limitations on Catastrophic Liability. As set forth herein, the County shall be financially responsible for all health-related expenses incurred for services rendered to its inmate/patient population (both on-site and off-site), as well as, for all necessary medical and office equipment and supplies. Company shall have no financial liability for any such services provided.
6. Inmates Housed From Other Jurisdictions: Should the County house inmates/patients from the Immigration and Naturalization Service (INS), Federal Bureau of Prisons (BOP), U.S. Marshals Service, State Department of Corrections, or other county facilities, medical services shall still be provided by Company. All costs associated with such services shall be the financial responsibility of County.
7. Other Limitations on Services To Be Provided and Financial Responsibility. Notwithstanding anything to the contrary in either this Agreement or the Pricing Analysis, the following are not covered under the terms of this Agreement:

- a) Company shall not be financially responsible for the non-routine medical costs of Kent County inmates/patients housed at other jurisdictions where PrimeCare Medical, Inc. is also the provider. Such medical costs shall be the financial responsibility of Kent County. Kent County inmates/patients housed at other jurisdictions where PrimeCare Medical, Inc. is not the provider shall not be the financial responsibility of PrimeCare Medical, Inc.
- b) Company shall not be responsible for any medical costs prior to an inmate/patient being medically cleared for incarceration.
- c) Company will not perform body cavity searches or any other collection of forensic evidence.
- d) It is recognized that once this Agreement either expires or is terminated, medical services which were being provided to individual inmates/patients by outside hospitals or providers may continue. The Company shall have no obligation for payment to the outside hospital or provider for services rendered after the expiration or termination date of this Agreement.
- e) Company shall not be responsible for the costs associated with any Staff Wellness Program. County shall reimburse Company for the costs of such tests and vaccines at the current market rates.
- f) Inmates/Patients injured on the way to, while at, or on return from work release or while on community service details at other towns, townships, etc. are not the financial responsibility of Company.

8. Compensation.

YEAR	ANNUAL FEE	MONTHLY FEE	ADP	PER DIEM
Contract Year #1	\$741,669.84	\$61,805.82	78	\$1.42

Annual increases in compensation shall be adjusted by the twelve-month average of the Cost-of-Living Index for the U.S. City Average of Medical Care Services or All Items in U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, whichever is greater, as published by the United States Department of Labor, plus an additional one percent (1.0%). Such annual increases shall not be less than three percent (3.0%) in any year of this agreement.

9. Terms of Payment By County. Company shall be paid for its services by the first day of the month in which services are being provided. Company agrees to invoice the Facility's Warden as of the first day of the preceding month for which services are to be provided for one-twelfth (1/12) of the annual contract price, plus any per diem adjustments.

10. Regulatory Compliance. Company shall ensure and warrant that all staff furnished pursuant to the terms of this Agreement possess the necessary licenses and certifications required under State Laws in order to conduct the professional activities for which they have been hired or contracted. In addition, Company agrees to include appropriate provisions in all employment and independent contractor agreements, requiring its agents and employees to comply with all relevant civil rights laws, anti-discrimination provisions, and sexual harassment statutes. Moreover, the Company's Policy on Equal Opportunity and Sexual Harassment shall be read, signed and adhered to by all employees and contractors.
11. Exercise of Medical Autonomy. It is acknowledged and agreed that, in accordance with Standard J-A-03 of Standards for Health Services in Jails of the National Commission on Correctional Health Care (NCCHC), decisions and actions regarding health care services provided to inmates/patients are the sole responsibility of qualified health care personnel and cannot be compromised for security reasons; thus, all decisions involving the exercise of medical judgment are the responsibility of Company and its health care practitioners.
12. Food, Linen And Other Services. The County shall provide food, linen and other maintenance services to the inmates/patients, including those inmates/patients receiving contracted medical services. Company shall be responsible for evaluating the need for and prescribing medically required special diets. The County shall be responsible for all costs associated with the provisions of these diets. In addition, the County shall be responsible for providing all other juices, food products and supplements necessary for Company to administer said services.
13. Insurance. At all times during the term of this Agreement, Company shall maintain professional liability insurance, including M Care Fund surcharges, in at least the amount of \$1 million per loss event and \$3 million annual aggregate. Company shall furnish a certificate evidencing such coverage, which names Kent County and the Kent County Detention Center as an additional insured. Company agrees that all of its professional employees and medical subcontractors shall carry professional liability coverage. Company also agrees to maintain comprehensive general liability insurance covering its operations in the Medical Department of the Kent County Detention Center.
14. Indemnification. Company shall indemnify, defend, and hold harmless County as well as its officers, employees, and agents from and against any and all lawsuits, losses, claims, actions, damages, liability and expenses resulting from any acts or omissions of Company, its agents and employees as a result of performance of its medical responsibilities under this Agreement. County agrees to indemnify Company and to defend and hold it harmless from and against all losses, claims, actions, damages, liability and expenses occasioned by any negligence or violation of inmate/patient civil rights by employees or agents of the Facility or other acts by County employees not connected with medical care furnished by the

Company pursuant to this Agreement. In addition, this County obligation to indemnify and hold harmless shall extend to lawsuits based upon security, rather than medical issues. When both medical and security issues are raised in a lawsuit, the County and Company shall be responsible for the defense of security and medical issues, respectively.

15. Status of Parties. Nothing herein shall be deemed to create an employer/employee relationship between County and Company or between County and any employee or subcontractor of Company. The parties stipulate that Company is an independent contractor, as that term is defined under State Law, and not an agent, partner or joint venturer with the County.
16. Civil Rights Laws. Company agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972 and 45 CFR part 92, and other relevant civil rights laws, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion. Company agrees to include this language in all subcontracts which are entered into for work to be performed pursuant to this Agreement.
17. Third Party Beneficiaries. The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement.
18. Final Agreement of the Parties. This writing, together with the Pricing Analysis, dated March 23, 2023, constitute the final expression of the Agreement of the parties and is intended as a complete and exclusive statement of terms, superseding all prior promises, oral representations, negotiations and discussions in connection with the subject matter hereof, all of which shall be deemed as merged into this writing. No modification of this Agreement shall be binding upon the parties hereto unless in writing and signed by both parties.
19. Notices. All notices required under the terms of this Agreement shall be sent in writing to the following individuals and addresses:

PrimeCare Medical, Inc.
Attn: Derek G. Hughes
3940 Locust Lane
Harrisburg, PA 17109
(717) 545-5787

Kent County Detention Center
Attn: Herbert Dennis, Warden
104 Vickers Drive – Unit A
Chestertown, MD 21620
(410) 778-6025

20. Assignment. This Agreement may be assigned by Company only with the approval of County, which shall not be unreasonably withheld. It shall inure to the benefit of any successors and/or heirs of Company.
21. Choice of Law. The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of the State of Maryland.

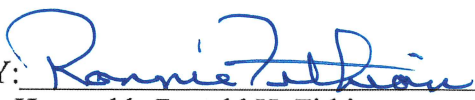
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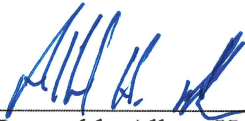
IN WITNESS WHEREOF, and intending to be legally bound hereby, the following have caused these presents to be executed by the Board of Commissioners of Kent County, Maryland and the Chief Executive Officer of Company on the day and year below written.

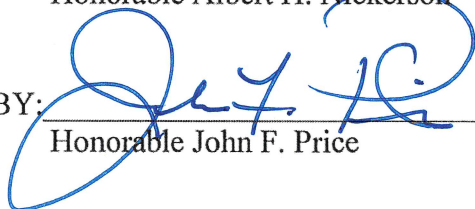
KENT COUNTY

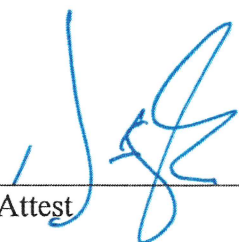

Attest

June 13, 2023
Date

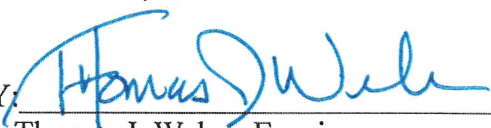
BY: 
Honorable Ronald H. Fithian

BY: 
Honorable Albert H. Nickerson

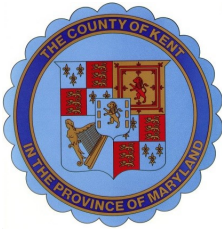
BY: 
Honorable John F. Price


Attest

PRIMECARE MEDICAL, INC.

BY: 
Thomas J. Weber, Esquire
Chief Executive Officer

MAY 31, 2023
Date



Scott Boone, Director, Information Technology
6/13/2023
County Commissioners Meeting

Item Summary:

Request For Purchasing Approval

ATTACHMENTS:

Description



Scott Boone, Director, Information Technology
6/13/2023
County Commissioners Meeting

Item Summary:

Fifth Year Central Square Contract

ATTACHMENTS:

Description

Contract with Central Square

Central Square Invoice



Solutions Agreement

This Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superior LLC, a Delaware Limited Liability Company ("**Superion**") and Kent County, MD ("**Customer**"), together with Superior, the "**Parties**", and each, a "**Party**".

WHEREAS, Superior licenses and provides access to software applications ("**Solutions**") for its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and Superior desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC		Kent County	
1000 Business Center Dr. Lake Mary, FL 32746		400 High Street Chestertown, MD 21620	
By:		By:	
Print Name:	Tom Amburgey	Print Name:	P. Thomas Mason
Print Title:	General Manager	Print Title:	President, County Commissioners
Date Signed:	March 5, 2019	Date Signed:	06/18/19

1. **Solution: Public Administration (ASP Renewal)**

2. **Term.**

2.1. **Initial Term.** The Initial Term of this Agreement commences July 1, 2019 and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.



- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.



- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Vendor Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Vendor Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. **Delivery.** Superior shall deliver by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "Delivery Date."
- 5.4. **Documentation License.** Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
 - 5.5.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. **Limitations.** Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations herein, including if required, remote access to Customer Systems. Superior is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. **Exceptions.** Superior has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;



- 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.7.3. any negligence, abuse, misapplication, or misuse of the Solutions other than by Superior personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
- 5.7.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
- 5.7.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 5.7.6. any relocation of the Solutions other than by Superior personnel;
- 5.7.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
- 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.9. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").
- 5.11. **Security Measures.** The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Solutions; (b) Superior may deny any individual access to and/or use of the Solutions if Superior, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
 - 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;



- 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or Superion's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superion's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Superion Personnel with such access to Customer's premises and Customer Systems as is necessary for Superion to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superion may reasonably request to enable Superion to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superion of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superion Personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing or in advance. Customer shall promptly reimburse Superion for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the



Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);



- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Superion shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.



- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 email: info@Superion.com
Attention: Contracts Department / General Counsel

If to Customer: **Kent County**
400 High Street
Chestertown, MD 21620
Phone: 410.778.5315 email: itdirector@kentgov.org
Attention: Patricia Merritt

14. Force Majeure.

- 14.1. No Breach or Default.** Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification.** Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1.** Third-Party Materials or Customer Data;
 - 15.1.2.** access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3.** modification of the Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
 - 15.1.4.** failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
 - 15.1.5.** act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.
- 15.2. Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1.** Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;
 - 15.2.2.** Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.



15.3. **Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. **Sole Remedy.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. **For cause by either Party.** By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. **For lack of payment.** By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. **Budgetary Appropriations.** Superion acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Superion that it has appropriated sufficient funds due to Superion under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Superion as soon as commercially reasonable. If Superion and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay Superion any amounts owed for goods and services provided prior to termination of the Agreement.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superion's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Superion, or at Superion's request destroy and erase Superion's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superion of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. **Return of Customer Data.** If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superion shall within 60 days following such expiration or termination, deliver to Customer in Superion's standard format the then most recent version of Customer Data maintained by Superion, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superion will provide reasonable assistance. Superion and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superion and Customer in effecting Deconversion, as well as the appropriate date for completion. Superion shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superion's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superion's prior written consent, which consent Superion may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or



disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

- 19. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 20. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
 - 20.1. Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 21. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 22. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 23. LIMITATIONS OF LIABILITY.**
 - 23.1. LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
 - 23.2. EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
 - 23.3. BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.



- 24. Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 25. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
- 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines



**EXHIBIT 1****Project Cost Summary**

Annual Terms	Annual Access Fees
July 1, 2019 - June 30, 2020	\$ 121,946.33
July 1, 2020 - June 30, 2021	\$ 126,214.45
July 1, 2021 - June 30, 2022	\$ 130,631.96
July 1, 2022 - June 30, 2023	\$ 135,204.07
July 1, 2023 - June 30, 2024	\$ 139,936.22

	Applications and/or Services	Annual Access Fee
Renewal Services	141527-1, -2	\$ 121,946.33
Existing NaviLine Products (Currently Licensed)	NaviLine Payroll/Personnel, NaviLine GMBA w/Extended Reporting, NaviLine Purchasing/Inventory, NaviLine Land Management, NaviLine Building Permits, NaviLine Code Enforcement, NaviLine Planning & Engineering, NaviLine Cash Receipts, NaviLine Customer Information Systems, NaviLine Tax Billing, NaviLine CIS Handheld Interface, NaviLine Timekeeping Interface, Document Management Services	Included in Annual Access Fee
Existing Third Party Products (Currently Licensed)	ACOM	Included in Annual Access Fee
Terminating Third Party Products	ExecuTime Time & Attendance - Horizon (500)	N/A
Retrofit Modifications	40 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superior applications, ASP HelpCard	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Annual Access Fee
Total Proposed System:		\$ 121,946.33

PAYMENT TERMS**RECURRING FEES**

- a. The Annual Access Fee is due: July 1, 2019 and annually thereafter.

ANCILLARY FEES

- b. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("Travel Expense Guidelines") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- d. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current list price rates for the services at issue.



EXHIBIT 2 Support Standards

1. Superion Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). ("Service Period") means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing in twelve (12) month increments, each a ("Support Term"), Superion shall provide ongoing Support Services described herein, subject to and conditioned on sustained payment of Fees and compliance with all terms and conditions of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superion's hosted environment. Superion has technology monitoring,



measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by Superior and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on Superior's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.



5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	Superion will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	Superion will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	Superion will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	Superion will respond within 24 hours of the issue being reported.	95%

5.1. **Measurement.** Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** Superion provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
7. **Exceptions.** Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing Superion from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superion provides a continuous resolution effort until the issue is resolved.
9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superion will prioritize these requests, and determine if extra time is needed to order equipment or software.
10. **Non-Production Environments.** Superion will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. **Maintenance.** All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 10.2. **Incidents and service requests.** Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.



11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.



16. Telephone Support & Support Portal

- 16.1. **Hours.** Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. **Releases.** Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.
- 16.3. **Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superion support representative has been directly contacted by Customer either by phone, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.





EXHIBIT 3

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.



Renewal Order #: Q-130925
Start Date: July 1, 2023
End Date: June 30, 2024
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
April Bitter, Project Manager
Kent County
400 High Street
Chestertown, MD 21620
(410) 778-5315

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ACOM Annual Access Fee	1	0.00 USD
2.	ASP - Technical Annual Access Fee	1	139,936.22 USD
3.	Distribution Services	1	0.00 USD
4.	NaviLine Building Permits Annual Access Fee	1	0.00 USD
5.	NaviLine Cash Receipts-Annual Access Fee	1	0.00 USD
6.	NaviLine CIS Handheld Interface Annual Access Fee	1	0.00 USD
7.	NaviLine Code Enforcement Annual Access Fee	1	0.00 USD
8.	NaviLine Customer Information System Annual Access Fee	1	0.00 USD
9.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
10.	NaviLine Global Financials Annual Maintenance Fee	1	0.00 USD
11.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	0.00 USD
12.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	0.00 USD
13.	NaviLine Payroll/Personnel-Annual Access Fee	1	0.00 USD
14.	NaviLine Planning & Engineering Annual Access Fee	1	0.00 USD
15.	NaviLine Purchasing/Inventory-Annual Access Fee	1	0.00 USD
16.	NaviLine Tax Billing & Collections Annual Access Fee	1	0.00 USD
17.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	0.00 USD
18.	NaviLine Time & Attendance Interface-Generic Annual Access Fee	1	0.00 USD

19. Technical Services - TS

1

0.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. HELP Card Subscription Plan Annual Subscription	0.00 USD
Renewal Order Total:	
139,936.22 USD	

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
6/13/2023
County Commissioners Meeting**

Item Summary:

First Amendment to Minary's Dream Alliance, Memorandum of Agreement

ATTACHMENTS:

Description

06.13.23 First Amendment to County Commissioners of KC Local Management Board Memorandum of Agreement, Minary's Dream Alliance, Academy After School Program

FIRST AMENDMENT to
County Commissioners of Kent County, Maryland
Kent County Local Management Board
Memorandum of Agreement with Minary's Dream Alliance
for the Minary's Dream Academy After School Program

This First Amendment (this "Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between the County Commissioners of Kent County, Maryland ("County") and Minary's Dream Alliance ("Recipient").

WHEREAS, the County and Recipient are parties to a Memorandum of Agreement ("MOA") dated December 6, 2022; and

WHEREAS, the funding for this project is provided by the Children's Cabinet Interagency Fund and the County Commissioners of Kent County, Maryland; and

WHEREAS, the Governor's Office of Crime Prevention, Youth & Victims Services approved a budget modification on May 1, 2023 to increase the Children's Cabinet Interagency allocation by \$9,989 from \$76,609 to \$86,598 for this program; and

WHEREAS, the County's original award for this initiative was \$13,391 and remains unchanged.

NOW THEREFORE, the County and the Recipient hereby agree that the Contract is hereby amended as follows:

1. Attachment A to the MOA is amended as attached.
2. The total Not-To-Exceed (NTE) ceiling for the project is increased by \$9,989; from \$90,000 to \$99,989.
3. Except as herein above specifically modified, all terms and provisions of the MOA are and shall remain in full force and effect, and the MOA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

ATTEST/WITNESS:

Jonay L. Thomas

COUNTY:

By: Ronald H. Fithian

Ronald H. Fithian

President, County Commissioners of Kent County,
Maryland

Date: June 13, 2023

ATTEST/WITNESS:

KAR

RECIPIENT:

By: Doncella Wilson

Doncella Wilson

Director, Minary's Dream Alliance

Date: 6/12/2023

EXHIBIT A: Program Summary

The vendor, Minary's Dream Alliance is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Minary's Dream Academy After School Program.

Specific goals for the FY23 program year include reducing chronic absenteeism in Kent County Middle School and improving student success.

Minary's Dream Academy After School program will be held at the Kent County Middle School, with satellite locations at Minary's Dream Alliance and the YMCA of the Chesapeake. The program days will be Tuesday, Wednesday, and Thursday from 3:00 pm-5:00 pm. for sixth, seventh and eighth grade students. Transportation will be provided for students who are not able to have a parent pick them up from the program. The Sultana Education Foundation will assist with transportation in between locations and activities when needed. **THE PROGRAM WILL CULMINATE WITH AN OVERNIGHT EXPERIENCE AT ECHO HILL OUTDOOR SCHOOL.**

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period July 1, 2022 to June 30, 2023. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

When the present MOA is signed by the vendor and returned to KCLMB, the vendor will also provide a completed Exhibit D which specifies vendor contact information for questions pertaining to this agreement. The vendor will inform KCLMB within 14 business days if the vendor contact or other information provided in Exhibit D changes.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. **All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 14th, January 14th, April 14th and July 14, 2023).** Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to lhoxter@kentgov.org

Exhibit B – Expenditure Report

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).
 - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
 - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
 - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative Report. Please complete Exhibit C-1 in a Microsoft Word document each quarter.
 2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported in excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more information about cultural competency. Further training and engagement with racial equity and racial justice models is highly encouraged.
3. ***Satisfaction Surveys.*** A client satisfaction survey is required when participants exit the program, which may or may not be program completion. Recognizing that it may be difficult to obtain this survey from individuals exiting prior to program completion, the vendor must establish procedures to ensure that all program participants have the opportunity to complete this survey, whether or not they complete the program. Procedures to distribute and collect the survey must be described in the quarterly narrative reports.
4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract

opportunity to complete this survey, whether or not they complete the program.
Procedures to distribute and collect the survey must be described in the quarterly narrative reports.

4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
5. Compliance with reporting requirements. KCLMB reserves the right to withhold final reimbursement from the final contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

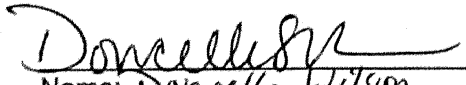
Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).
- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:


Name: Doncella Wilson
Title: Executive Director

Date 6/12/2023

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
6/13/2023
County Commissioners Meeting**

Item Summary:

Findlay House Global - Contract Amendment

ATTACHMENTS:

Description

06.13.23 First Amendment to County Commissioners of KC MD Contract between Kent County Local Management Board and Findlay House Global, LLC Attachment A

FIRST AMENDMENT to
County Commissioners of Kent County, Maryland
Kent County Local Management Board
Contract with Findlay House Global

This First Amendment (this “Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between the County Commissioners of Kent County, Maryland (“County”) and Findlay House Global (“Recipient”).

WHEREAS, the County and the Recipient are parties to a Contract (“Contract”) dated November 29, 2022; and

WHEREAS, the funding for this project is provided by the Children’s Cabinet Interagency Fund and the County Commissioners of Kent County, Maryland; and

WHEREAS, the Governor’s Office of Crime Prevention, Youth & Victims Services approved a budget modification on May 1st 2023 that increased the Children’s Cabinet Interagency allocation by \$14,536 from \$18,909 to \$33,445 for this project; and

Whereas the County has experienced a cost saving in the Local Management Board’s budget and is able to increase funding for this project by \$3,464 from \$25,000 to \$28,464.

NOW THEREFORE, the County and the Recipient hereby agree that the Contract is hereby amended as follows:

1. Attachment A to the Agreement is amended as attached.
2. The total Not-To-Exceed (NTE) ceiling for the project is increased by \$18,000; from \$43,909 to \$61,909.
3. Except as herein above specifically modified, all terms and provisions of the Contract are and shall remain in full force and effect, and the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

ATTEST/WITNESS:

Inaya L. Thomas

COUNTY:

By: Ronnie Fithian

Ronnie Fithian

President, Kent County Commissioners

Date: June 13, 2023

ATTEST/WITNESS:

Zipporah Orbisi
Zipporah Orbisi (Jun 12, 2023 14:04 EDT)

RECIPIENT:

By: Cara Marie Findlay

Cara-Marie Findlay

Principal, Findlay House Global

Date: Jun 12, 2023



Jamie Williams, Director, Economic and Tourism Development
6/13/2023
County Commissioners Meeting

Item Summary:

Request for Move Funds within Departmental Budget



Jamie Williams, Director, Economic and Tourism Development
6/13/2023
County Commissioners Meeting

Item Summary:

Economic and Tourism Development Commission Appointment Recommendation

ATTACHMENTS:

Description



Mike Moulds, Director, Public Works
6/13/2023
County Commissioners Meeting

Item Summary:

FY2024 Cooperative Weed Control Agreement

ATTACHMENTS:

Description

06.13.23 State of Maryland Department of Agriculture, Cooperative Agreement Between the Maryland Department of Agriculture and Kent County, For the Control of Eradication of Noxious Weeds

STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE

COOPERATIVE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF AGRICULTURE AND
KENT COUNTY

FOR THE CONTROL AND ERADICATION OF NOXIOUS WEEDS
(JOHNSONGRASS, SHATTERCANE, PALMER AMARANTH, WATERHEMP, THISTLES
and other INVASIVE WEEDS)
Authority: Agriculture Article, Title 9-402

This COOPERATIVE AGREEMENT, dated this 13th day of June, 2023, is between the Maryland Department of Agriculture (“Department”) and Kent County (“County”) for the purpose of effecting a program for the control and eradication of invasive and designated weed species in Kent County, Maryland (the “Program”).

1. The County agrees to the following:

- A. The County may appoint a Weed Advisory Committee to assist the Department in developing and implementing a Noxious Weed Control Program.
- B. Upon consultation with the Department, the County may employ a Weed Control Coordinator who, in conducting the Program, shall cooperate with the Department and implement the Program consistent with the Department’s goals, following the technical advice offered by the Department.
- C. The County shall use revenue received from all sources, including stakeholders, to operate the Program with any unexpended funds retained for future Program operating expenses.

2. The Department agrees to the following:

- A. To provide the County with technical advice for implementing the Program during the period July 1, 2023 through June 30, 2024.
- B. To otherwise assist the County in fulfilling the requirements of Agriculture Article, Title 9, Maryland Annotated Code.

3. This agreement may be terminated by either party with 30 day’s written notice.

4. The Department’s monitor of this COOPERATIVE AGREEMENT is:

Name: Anthony (Jim) Calao
Title: Administrator
Address: 50 Harry S Truman Parkway
Annapolis, MD 21401
Phone: (410) 841-5920

The monitor shall be personally familiar with the progress of this COOPERATIVE AGREEMENT and shall have the first opportunity to resolve a dispute.

5. The County certifies that it prohibits and will continue to prohibit discrimination on the basis of:

- (a) Political or religious opinion or affiliation, marital status, race, color, creed, or national origin;
- (b) Sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) The physical or mental handicap of a qualified handicapped individual.

6. The County warrants that it shall comply with the State's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this agreement.

ATTEST:

KENT COUNTY

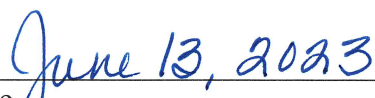
DEPARTMENT OF AGRICULTURE

By: 
Ronald H. Fithian
Kent County Commissioners

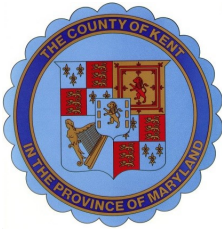
By: _____
Kevin Atticks
Secretary of Agriculture

President
Title

Date


Date

This form has been approved
for legal form and sufficiency
by the Office of the Attorney General,
Maryland Department of Agriculture.



Mike Moulds, Director, Public Works
6/13/2023
County Commissioners Meeting

Item Summary:

Cropland Lease Agreement, Village at Kennedyville

ATTACHMENTS:

Description

06.13.23 Cropland Lease Agreement By and Between Kent County and Daniel D. McHenry, Village of Kennedyville Phase 2

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") effective June 13, 2023, is by and between the County Commissioners of Kent County (Landlord") and Daniel D. McHenry ("Tenant").

WHEREAS, Landlord owns and maintains public lands known as Village at Kennedyville Phase 2 and

WHEREAS, within said public lands, Landlord owns property hereinafter referred to as the "Premises" which has not been developed by the Landlord for commercial and residential use of said public land; and

WHEREAS, Tenant desires to lease the Premises "as is" on a temporary basis for crop farming purposes, until such time as Landlord, for whatever reason, desires to reclaim use and possession of the Premises; and

WHEREAS, this Lease is for the convenience of Kent County and inures to the benefit of Landlord;

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in "as is" condition, the following Premises consisting of approximately 5 ± acres, more or less, as shown on the legal description attached hereto as Exhibit A and being the property acquired by Landlord by deed dated January 5, 2022, and recorded among the Land Records for Kent County, Maryland, at Liber S.L.K. No. 1221 folio 123.

2. TERM. This Lease shall be for a term, commencing as of the effective date and ending December 31, 2025; provided, however, that Landlord may terminate this Lease as of the end of any calendar year by giving Tenant not less than thirty (30) days written notice prior to such termination date. This Lease is for a fixed term as specified above and may not be converted to a periodic tenancy or reinstated, continued, or otherwise extended beyond the term herein stated by any act of omission of Landlord or Tenant. Termination shall occur automatically on the date of the term specified above, or each end of any earlier termination in accordance herewith. Tenant must remove all Tenant owned equipment and personal property from the Premises on or before the date of termination.

3. RENT. Tenant shall pay Landlord the amount of One Dollar (\$1.00), payable in advance on the lease commencement date of this lease without demand.

4. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the term of this Lease in an as-is condition.

5. ASSIGNMENT. Tenant shall not in any way assign or sublet any or all of

the Premises without first obtaining written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

6. USE OF PREMISES. Tenant shall personally use the Premises for crop farming purposes only. Tenant shall not use or permit the use of the Premises for any purpose other than crop farming. Tenant agrees to keep the Premises clean and safe, to use all equipment and facilities on the Premises with care and for intended purposes only, and to refrain from deliberately wasting or damaging the Premises or allowing another person to do so. Tenant will not use any portion for storage, display, or other purposes.

7. SPECIAL CONDITIONS.

a. All equipment and vehicles used in furtherance of the purposes of this Lease shall be parked and stored on the Premises only. Tenant shall not use any adjoining County owned or controlled lands for parking or storage.

b. Tenant shall follow good "No Till" agricultural practices in farming of the Premises. Tenant shall maintain a complete written farming history during the entire term of the lease, and shall follow any farming recommendations of the United States Department of Agriculture, Maryland Department of Agriculture and/or the United States Soil Conservation District for the County in which the Premises are located. Tenant agrees to obtain and comply fully with Soil and Water Quality Plan(s), if any, developed for the Premises during the term of this Lease. Tenant shall provide to Landlord, upon request, copies of soil tests to confirm continued fertility of the soil. Landlord may also collect soil samples for testing from the Premises at all reasonable times.

c. At the beginning of each year of this Lease, if requested by Landlord, Tenant shall submit to Landlord a list of all chemicals intended to be used on the Premises during that year and shall receive written approval from Landlord before applying any chemicals to the Premises.

d. Tenant shall not apply any organic additives (for example¹ but not by way of limitation, composted material, sludge, or any type of manure, offal, and the like) to the soil of the Premises without the Landlord's proper approval. Such prior approval must be obtained before any such additives are brought to the premises.

e. Tenant shall maintain any areas not in crop development as mowed grass pasture to prevent soil erosion..

f. Tenant shall control Johnson grass, Canada thistle, and any other noxious weed (as designated by the Maryland Department of Agriculture), on the Premises in compliance with Title 9, Subtitle 405, of the Agriculture Article of the Annotated Code of Maryland, as amended from time to time. If Johnson grass, Canada thistle, or any other noxious weed exists on the Premises, tenant shall file a timely plan of compliance with the Maryland Department of Agriculture and shall promptly provide Landlord with a copy of such plan.

g. Upon thirty (30) days prior written notice to Tenant, Landlord may withdraw any acreage of the Premises for this Lease if Landlord determines that said acreage is needed for recreational use, development, governmental purposes, wildlife protection, forestry or agricultural research, erosion control, or any other public use or purpose.

h. Tenant shall not plant, harvest, disc, or use fertilizers, pesticides, or insecticides within one hundred (100) feet of either side of the top edge or bank of any pond, wetland, creek, run, river, tributary, drainage ditch, or natural water course on the Premises or as directed by Landlord. Tenant shall control noxious weeds in said one hundred (100) foot area by mowing and/or applying approved herbicides for the purpose of establishing a perpetual vegetative buffer. Tenant shall also maintain all grassed waterways on the Premises.

i. Tenant shall provide all work stock, equipment, fertilizers, and seed used on the premises, and shall maintain or erect all necessary fences and assume all costs required to operate the farm in accordance with all terms of this Lease.

j. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid or barren area as directed by Landlord for the area in which the Premise is located.

8. COMPLIANCE WITH LAWS AND RULES. Tenant shall comply with any applicable laws, regulations and rules of any governmental authority and in particular with all rules and regulations adopted by the Maryland Department of Natural Resources and the United States Soil Conservation District for the County in which the Premises is located. This Lease is subject to the provisions of Sections 5 906(e)(7) and (8) of the Natural Resources Article of the Annotated Code of Maryland.

9. WATER CONSERVATION. Tenant shall be responsible for complying with any water conservation measures pursuant to Executive Order 01.01.2001.06 and any regulations promulgated by the Maryland Department of Environment.

10. NUTRIENT MANAGEMENT PLAN. If requested by Landlord, Tenant agrees to obtain and comply fully with Nutrient Management Plan as prepared by a certified planner pursuant to Title 8, Subtitle 8 of the Agriculture Article of the Annotated Code of Maryland (1985 Replacement Volume and its amendments) and any accompanying regulations. Tenant shall provide to Landlord copies of the Nutrient Management Plan.

11. MAINTENANCE. Tenant shall keep the Premises in safe and good order, in clean and sanitary condition, and in good repair to Landlord's satisfaction.

12. ALTERATIONS/IMPROVEMENTS. Tenant shall not make any alterations, additions, or improvements to the Premises, without the prior written consent of Landlord. To obtain such consent, Tenant must provide Landlord with a written proposal including a detailed description, cost estimate and work schedule of the project, along with any other information requested by Landlord. All improvements must be conducted in accordance with Tenant's approved plan, at Tenant's sole expense, unless otherwise agreed in writing between the parties. All alterations or improvements become part of the real property and shall not be removed from the premises at the end of the term.

13. REPAIRS. Tenant shall make all necessary repairs and replacements to the Premises (including its improvements, fixtures, and grounds) caused by the misuse or neglect of Tenant, Tenant's agents, employees, or invitees. If Tenant fails to make such repairs, Landlord has the right, but not the obligation, to make such repairs. Tenant shall promptly pay Landlord the cost thereof as additional rent.

14. INSURANCE. Tenant is responsible for maintaining adequate insurance on Tenant's personal property or equipment placed on, in or about the Premises or used on the Premises. All personal property and equipment belonging to Tenant and used on the Premises shall be used there at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto arising from any cause. Tenant shall not permit anything to be done on the Premises in contravention of any insurance policy in force thereon, or which will increase the insurance risk on the Premises.

15. HOLD HARMLESS. Landlord assumes no responsibility for crops, liability of or for crops, or liability for any damages incurred as a result of this Lease. Tenant shall indemnify and hold harmless the County Commissioners of Kent County, its officers, agents, and employees, from any and all claims, expenses (including attorneys' fees), or demands of any kind made against Kent County, arising out of or in connection with a breach, violation or non-performance of this Lease by Tenant or Tenant's agents, licensees, or invitees, or arising out of or in connection with Tenant's use or occupancy of the Premises. Tenant further releases Landlord and its officers, agents, and employees, from any and all claims, expenses (including attorneys' fees), or demands of any kind made against Landlord and/or Kent County arising out of or in connection with the taking, use or occupancy of the Premises or any proposed or existing County project on land which abuts or in any way affects the Premises.

16. RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection or to make such alterations or repairs as may be deemed necessary for a period of thirty (30) days prior to the termination of this Lease. Landlord shall have the right, at reasonable times, to show the property to prospective tenants or purchasers.

17. ACCESS ROADS. Landlord reserves the right to use and grant the right to use all access roads, rights of way, easements, or driveways in and about the premises at all times.

18. BREACH AND REMEDIES. If Tenant violates any obligations of this Lease and fails to cure such default within ten (10) days after receiving written notice thereof from Landlord, this lease shall, at Landlord's option, terminate. Such event shall operate as a notice to quit and Landlord may recover possession of the Premises under any applicable law. If Tenant does not vacate the Premises on or before the last day of the term, Landlord may: (a) eject Tenant, take possession of the Premises and store without liability on Landlord's part, at Tenant's expense, all personal property found on the Premises; and/or (b) exercise any other remedy available to Landlord under any applicable law. No waiver by Landlord of any breach of any provision of this lease shall be construed as a waiver of the provision itself or of any subsequent breach thereof.

19. COSTS AND ATTORNEYS, FEES. If Landlord institutes any action for eviction, collection, and/or judgment for rental arrears or violation of the terms of this Lease, Tenant agrees to pay all costs of any such action, including reasonable attorneys' fees.

20. TERMINATION. Either party may terminate this lease at any time by giving the other party at least thirty (30) days notice thereof in writing specifying the date upon which the Lease will be terminated. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear expected. Tenant also agrees to surrender the Premises free and clear of all personal property and equipment and debris and to return all keys to any gates (if any) to the Premises to Landlord. Absent emergency conditions in the determination of the Landlord, Tenant shall, at Landlord's option, be given either the right to complete and harvest any crop growing or in place, or be compensated for such crops.

21. NOTICE. If more than one person constitutes Tenant, notice to any one said persons shall constitute notice to all. All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Premises or by certified mail, return receipt requested, to the last known address of Tenant.

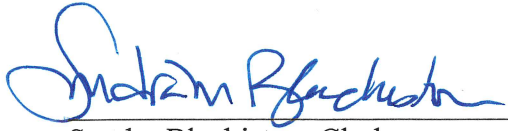
22. GENERAL PROVISIONS. The captions are for convenience only and are not to be read to limit or define this Lease. This Lease is to be interpreted under the laws of the State of Maryland, without regard to its conflicts of laws principles. This Lease shall not give rise to a partnership relationship and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this Lease. The provisions of this Lease are binding upon the parties hereto, their personal representatives, successors, and, to the extent permitted, assigns.

23. ENTIRE AGREEMENT. The provisions of this Lease together with any written addendum attached hereto and signed by the parties represent the complete and entire agreement between the parties with respect to the Premises.

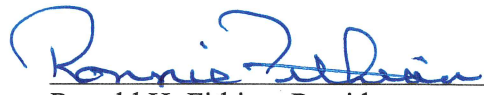
24. JOINT AND SEVERAL LIABILITY. Whenever two (2) or more persons constitute Tenant, they shall be jointly and severally liable for performing Tenant's obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year set forth below:

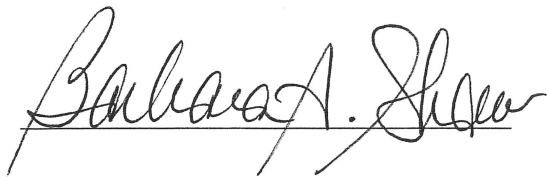
WITNESS/ATTEST:


Sondra Blackiston, Clerk

LANDLORD:
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

WITNESS:



TENANT:


Daniel D. McHenry
11653 Augustine Herman Highway
Kennedyville, MD 21645



Park and Recreation 6/13/2023 County Commissioners Meeting

Item Summary:

Orem Field LED Lighting - Contract Revision

ATTACHMENTS:

Description

06.13.23 Revised Contract #23PRFLU1123 Worton Park Led Lighting Upgrade Contract By and Between Kent County Commissioners and Musco Sports Lighting, LLC



WORTON PARK LED LIGHTING UPGRADE CONTRACT

THIS CONTRACT, made this 9th day of May 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Musco Sports Lighting, LLC, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see Exhibit A), the CONTRACTOR will perform the delivery of any and all required and agreed upon materials and the installation of a SportsCluster System with Total Light Control – TLC for LED technology tat the Kent County Parks and Recreation Department's Orem Field in Worton Park. The scope of materials required and work to be completed during installation are detailed in the Quote, obtained from the CONTRACTOR in the request for quotation and work order by the OWNER (see Exhibit B).
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Insurance certifying that the CONTRACTOR carries comprehensive, general liability insurance coverage through a policy which protects the OWNER, and names the OWNER as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required for the duration of this contract.
4. **COMPLETION OF WORK.** The CONTRACTOR shall commence the work covered by this contract after the date of receipt of the Notice to Proceed. Work shall be completed within 90 days of the Notice to Proceed.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, the sum of Two Hundred Seventy Thousand, Five Hundred Fifty-Six Dollars (\$ 270,556.00).
6. The Contract Documents include the following:
 - A. Exhibit A County's General Terms & Conditions.
 - B. Exhibit B Contractor's Proposal.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

Kent County Contract # 23PROFLU1123

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This contract will remain in effect for 180 days, approximately six (6) months, from the date first written above.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Loiya Thomas

By: Ronald Fithian
President Ronald Fithian
County Commissioner's Office

MUSCO SPORTS LIGHTING, LLC

Melinda Walter

By: James M. Hansen
James M. Hansen

Secretary

Title

42-1511754

Employer Identification Number (EIN)

EXHIBIT A



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the

price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of ^{shipment} ~~acceptance by the County~~ of the goods ~~or services~~; RHF Jay
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the

discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for

infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. ~~Forty-five (45)~~ ^{Thirty (30)} days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part. RHF

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The

Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.

Quote

Date: April 21, 2023
To: Dan Mattson
Revised: Additional 15-year warranty details

Project: Worton Park Baseball Retrofit
Worton, MD
Ref: 111270

Sourcewell

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

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

Quotation Price – Materials Delivered to Job Site and Installation

Baseball Field – 315'/358'/318'

10-year warranty, +bond\$270,556

Additional 15-year warranty..... \$11,922

Sales tax is not included.

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

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc infield, 30 fc outfield and uniformity of 2:1 infield, 2.5:1 outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 8 Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Environmental Light Control

- Spill light minimized at 150' to .0155 horizontal average footcandles
- Off-site glare light minimized at 150' to 1604 candela average

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

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

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. i.e., water lines, electrical lines, irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.



Quote

3. Locate and mark field reference points per Musco supplied layout. (e.g., home plate, center of FB field)
4. Customer responsible for structural integrity and re-usability of existing poles.
5. Customer responsible for reusability of existing electrical equipment and conduits being re-used.
6. Customer responsible for structural integrity and re-usability of existing poles.
7. Customer responsible for any necessary power company fees and requirements.
8. Customer responsible for all permitting fees (payment). Contractor will obtain the required permitting.
9. Provide any existing as-built documents or drawings.
10. Provide Electrical Plans.

Musco Responsibilities:

1. Provide required mounts, fixtures, electrical enclosures, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Musco shall provide Performance and Payment Bonds in an amount equal to the total amount of bid. **(Only if Required, Not included in quote)**

Musco Subcontractor Responsibilities General:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
4. Obtain any required permitting.
5. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
6. 1-hour comprehensive burn of all lights on each zone.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.

Musco Subcontractor Responsibilities Demolition:

1. Remove and dispose of the existing lighting fixtures and electrical enclosures on (8) poles. This will include the recycling of lamps, aluminum reflectors, ballast, and steel as necessary.
2. Leave existing grounds and power feed in place for connection to new lighting equipment.

Musco Subcontractor Responsibilities – Retrofit Musco Equipment to Existing Poles:

1. Provide materials and equipment to assemble and install Musco TLC-LED equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.

Musco Subcontractor Responsibilities – Electrical:

1. Provide materials and equipment to reuse existing electrical service panels as permitted.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required)**.

Musco Subcontractor Responsibilities – Control System:

1. Provide equipment and materials to install one (1) Lighting Contactor Cabinet and terminate all necessary wiring.
2. Provide a dedicated 120v 20amp controls circuit or a step-down transformer for 120v control circuit if not available.
3. Provide a dedicated 20amp breaker connected to all available phases for powerline communication.
4. Check all Zones to make sure they work in both auto and manual mode.
5. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).

Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

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

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

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

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

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, 1 Phase electrical system requirement.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

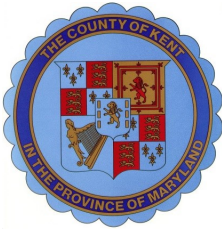
Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

John Windsor

Field Representative
Musco Sports Lighting, LLC
Phone: 410-688-4297
E-mail: John.Windsor@musco.com



MUSCO



Water and Wastewater Division 6/13/2023 County Commissioners Meeting

Item Summary:

Sewer Allocation Request

ATTACHMENTS:

Description

Application for allocation

SDAT Info Page 1

SDAT Info Page 2 - Map

Please submit application either by mail or in person to office, or by email to watergenmb@kentgov.org

KENT COUNTY DIVISION OF WATER AND WASTEWATER ALLOCATION APPLICATION

APPLICANT INFORMATION

Name: Bonita Amplo
Mailing address: 11432 Captiva Key Dr
City: Riverview State: FL ZIP Code: 33569
Phone: 561-628-8173 Cell Phone: 561-628-8173 Email: Bonita@RDK.com

ALLOCATION REQUEST INFORMATION

Property Address: Carter Ave, Spring Cove District, Tax ID # 05-005469

Tax Map: 0050

Parcel: 0115

Lot: 19

Allocation Type & Number of
allocations requested

Water:

Sewer: 1

PROJECT INFORMATION

Type of Project *Select One:* ☒ Single Family ☐ Apartment or Duplex: _____ sq. ft.
☐ Commercial ☐ Residential sub-division ☐ Commercial sub-division

SIGNATURE

Signature of applicant:

Date: 5-18-23

FOR OFFICE USE ONLY

APPROVAL

Kent County Commissioners Approval Date:

DWWS Signature:

Date:

PAYMENT INFORMATION

Check #:

Date Paid:

Amount:

View Map

View GroundRent Redemption

View GroundRent Registration

Special Tax Recapture: None

Account Identifier:District - 05 Account Number - 005469

Owner Information

Owner Name:AMPLO BONITA MARGARET

Use:RESIDENTIAL

Mailing Address:11432 CAPTIVA KAY DR
RIVERVIEW FL 33569-2057

Principal Residence: NO

Deed Reference:/00306/ 00084

Location & Structure Information

Premises Address:CARTER AVE
0-0000

Legal Description:LOT 19
N/S CARTER AVE
SPRING COVE GARDENS

Map:0050

Grid:0001F

Parcel:0115

Neighborhood:5010005.15

Subdivision:0058

Section:

Block:

Lot:19

Assessment Year:2022

Plat No:

Plat Ref:

G1 75

Town: None

Primary Structure Built

Above Grade Living Area

Finished Basement Area

Property Land Area
15,000 SF

County Use

Stories

Basement

Type

Exterior

Quality

Full/Half Bath

Garage

Last Notice of Major Improvements

Value Information

Base Value

Value

Phase-in Assessments

As of
01/01/2022

As of
07/01/2022

As of
07/01/2023

Land:

Improvements

Total:

Preferential Land:

67,500

0

67,500

0

67,500

67,500

67,500

Transfer Information

Seller: WINKELSAS, CAROL ANN, ETALS

Date: 04/29/2003

Price: \$0

Type: NON-ARMS LENGTH OTHER

Deed1: MLM /00306/ 00084

Deed2:

Seller: WINKELSAS, CAROL ANN, P.R. O/T EST

Date: 04/29/2003

Price: \$0

Type: NON-ARMS LENGTH OTHER

Deed1: MLM /00306/ 00081

Deed2:

Seller: LICWINKO, BENJAMIN T. AKA BENJAMIN

Date: 04/29/2003

Price: \$0

Type: NON-ARMS LENGTH OTHER

Deed1: MLM /00306/ 00076

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

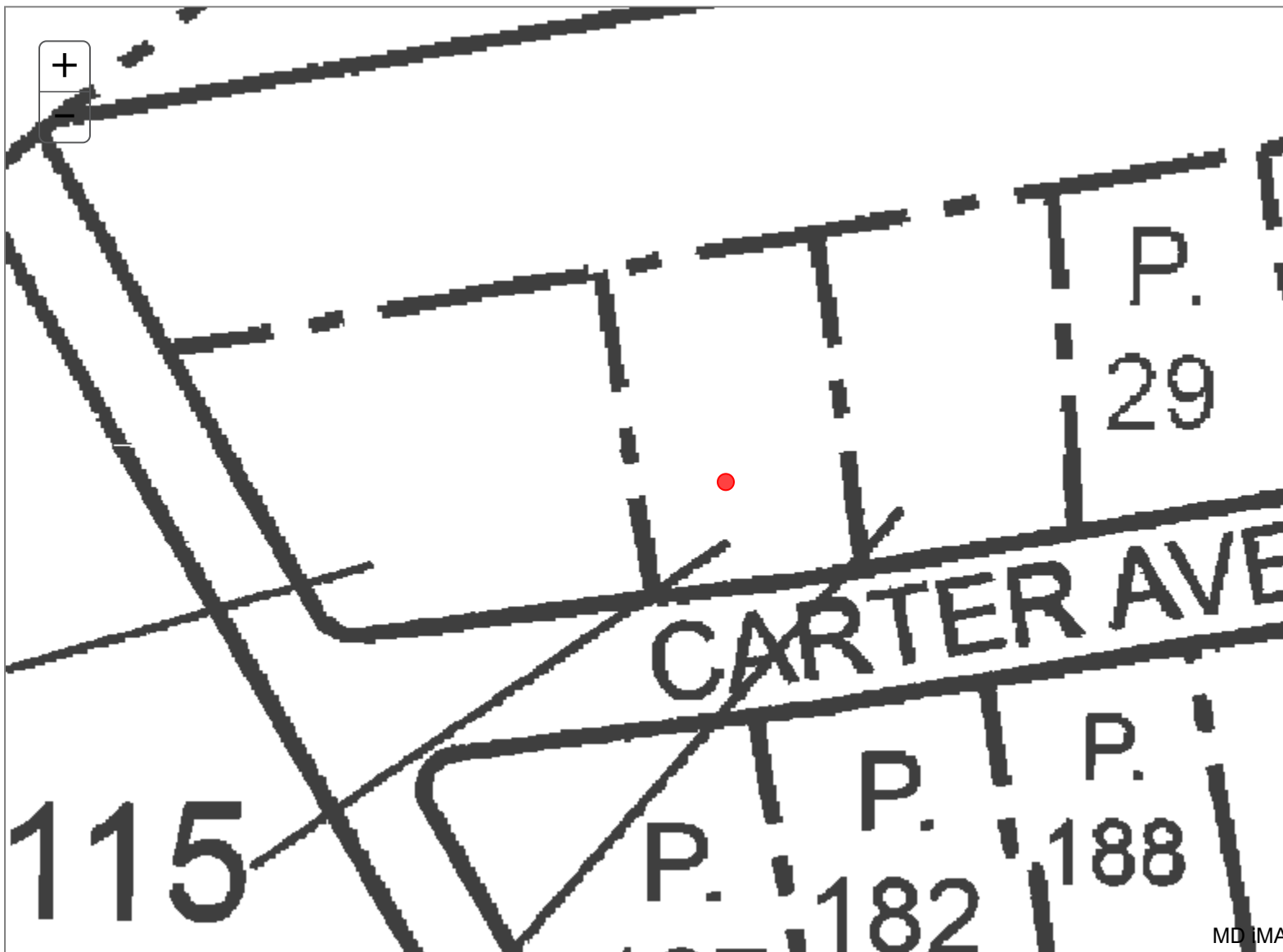
Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

District: **05** Account Number: **005469**



MD 1MA

The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).



Mike Moulds, Director, Public Works
6/13/2023
County Commissioners Meeting

Item Summary:

Water and Wastewater Division, Worton Lagoon Sludge Removal Change Order No.1

ATTACHMENTS:

Description

6.13.23 Change Order No.1 Worton Cell 1 Sludge Removal Project No. 1623102 By and Between
Commissions of Kent County and EA Engineering, Science, and Technology Inc., PBC3_094213

CHANGE ORDER NO. 1

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

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

Date Issued:
March 8, 2023

Effective Date of Change Order:
June 13, 2023

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

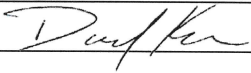
Description:

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

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

Recommended by Engineer

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

Signed: 

Date: June 7, 2023

Authorized by Owner

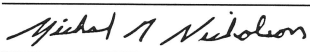
By: Commissioners of Kent County,
Ronald H. Fithian, President

Signed: 

Date: June 13, 2023

Accepted by Contractor

Denali, Michael Nicholson, Vice President



June 7, 2023



American Rescue Plan Act (ARPA) Funds Spend Plan 6/13/2023 County Commissioners Meeting

ATTACHMENTS:

Description

6-6-2023 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
6/6/2023**

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	
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>\$ 3,878,161</u>		<u>\$ 3,568,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (111,384)</u>		<u>\$ 198,616</u>	



**Tanja M. Rucci, Land Acquisition and Disposal Lease Management and
Procurement
6/13/2023
County Commissioners Meeting**

Item Summary:

2023 Intergovernmental Lease, 103 North Cross Street

ATTACHMENTS:

Description

06.13.23 Kent County Commissioners and the State of Maryland Intergovernmental 2023 Lease, 103 North Cross Street

ORE File No:

Type of Lease: New Lease Agreement

Specifications Date: July 2009

Leasing Contact:

STATE OF MARYLAND

INTERGOVERNMENTAL LEASE

(Revised 5/22/18)

THIS INTERGOVERNMENTAL LEASE AGREEMENT ("Lease"), fully executed by the parties this day of Two Thousand Twenty-Three ("Effective Date"), is made and entered into this date by and between the Board of County Commissioners of Kent County, Maryland, hereinafter called the Lessor, and the State of Maryland, to the use of the District Court of Maryland, Kent County Courthouse, hereinafter collectively called the Lessee.

WHEREAS, the Lessor owns a two (2) story building (the "Building") known as the Kent County Courthouse, 103 North Cross Street, Chestertown, Maryland, 21620 (the "Land"). Hereinafter the Land and Building shall be collectively referred to as the "Property".

WHEREAS, the parties enter into this Lease for the purpose of creating a tenancy in the Demised Premises, hereinafter defined under the following terms and conditions.

NOW THEREFORE, in consideration of the rent and mutual covenants and conditions set forth herein, the above recitals being made a substantive part of this Lease, the Lessor demises unto Lessee the portions of the Building known as the Courtroom, the Law Library and offices on the first floor of the Building, in all a total of 6,330 net useable square feet ("NUSF") as shown on Exhibit A-2, hereinafter referred to as the "Demised Premises", together with the right to use in common with others in the Property, including but not limited to common areas, hallways, elevators, lobbies, sidewalks, parking areas and public restrooms.

The term of the Lease is five (5) years, and subject to Section 7 of the Standard State of Maryland Lease General Terms and Conditions, attached hereto as Addendum A, shall commence on July 1, 2023, hereinafter the "Commencement Date".

This Lease specifically incorporates the following as terms and conditions of this Lease:

1. State of Maryland General Performance Standards and Specifications for Leased Space as of 2009.
2. Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Lease.
3. State of Maryland Intergovernmental Lease General Terms and Conditions, attached hereto as Addendum A.
4. The following Exhibits:

- | | | |
|-------------------------------------|-------------|---|
| ☐ | Exhibit A-1 | Additional Description of Property |
| ☒ | Exhibit A-2 | Existing Floor Plan |
| ☐ | Exhibit A-3 | Site Plan of Property and Parking Plan |
| ☐ | Exhibit A-4 | Approved Space Plan (to be attached) |
| ☐ | Exhibit B | Lessor's Construction Budget (to be attached) |
| ☐ | Exhibit C | Estoppel Sample |
| ☐ | Exhibit E | HVAC/Mechanical Equipment and Maintenance Standards |
| ☐ | Exhibit F | Supplemental Lease Format Sample |
| ☐ | Exhibit G | Acceptance Form |
| ☒ | Exhibit H | Describe - Lessors Work |

6. Lessor and Lessee:

LESSOR

LESSEE

Board of County Commissioners of Kent County, Maryland	State of Maryland to the use of the District Court of Maryland
--	--

103 N. Cross Street Kent County, Maryland	903 Commerce Road Annapolis, MD 21401
--	--

Contact	Michael Moulds, Director	Contact	Michelle K. Ruble Simpson
Phone	410-778-2600	Phone	410-260-2702
Email	mmoulds@kentgov.org	Email	michelle.simpson@mdcourts.gov

Contact	Shelley Heller	Site Contact	Michelle K. Ruble Simpson
Phone		Phone	410-260-2702
email	sheller@kentgov.org	Email	michelle.simpson@mdcourts.gov

7. Lessor's affirmation of title and authority to lease the Property:

- ☒ Fee Simple- ☒ Copy of Deed
☐ Leasehold- ☐ Copy of Lease

Instrument Date:	Deed dated June 25, 1980
County:	Kent County
Recording Reference:	Liber 00110 folio 00249
Grantor:	The Town of Chestertown
Grantee:	Board of County Commissioners of Kent County
Notes:	N/A
Lessor confirms the information above and attests to the below Signatory's title and authority to execute this Lease Agreement.	
Authorized Signatory:	Ronald H. Fithian
Signatory Title:	President

8. Lessee's Using Units:

Using Unit	of Demised Premises Use	% of Demised Premises Expenses	Type of Use	
District Court of Maryland	100%	100%	Courtroom, library and office	
Notes:				

9. Parking:

The State exercises its right of not paying local taxes and the Lessor agrees to and at all times shall claim this exemption with respect to parking space leased to Lessee.

	Reserved Spaces	Use in Common Spaces
Number of Spaces	1	9
Location of Spaces	n/a	n/a
Rate per Space (*N/A* if included in Rent)	n/a	n/a
Notes:		

10. Improvements to be made by Lessor prior to Lease Commencement:

- ☒ None
☐ Construction or Renovation of Demised Premises

Additional Construction Terms: n/a

11. Term of the Lease:

Term:	5 years
Number of Renewal Terms	1
Length of Each Renewal	five (5) year

Notes: The Renewal Term and all the terms thereof, must be approved by the Maryland Board of Public Works.

12. Base Rent:

Years	Per Square Foot Amount	Monthly	Annual
5 years	\$18.00	\$9,495.00	\$113,940.00

13. Renewal and Renewal Rent:

- ☒ Lessee's Renewal and Renewal Rent to be negotiated and subject to BPW approval.
☐ Lessee's Renewal and Renewal Rent negotiated:

Renewal Number	Length of Renewal Term	Per Square Foot Amount	Monthly	Annual
1	5 years	TBD	TBD	TBD

- ☐ Renewal(s) subject to the following additional terms and conditions:

Discuss:

14. Operating Services Expenses:

Operating Service Expense	Procured by	Invoiced to	Paid by	Passed through to Lessee	% passed through to Lessee	Base Year
Electricity	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Heating Fuel	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Cleaning Services & Supplies (including, but not limited to Waste Collection and Recycling)	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Sewer and Water	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Snow and Ice Removal	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Other:	Lessor	Lessor	Lessor	☐ Yes ☒ No		
Base Year Notes:						
Notes:						

14A. Real Estate Taxes:

Percentage of Property's Real Estate Taxes passed through to Lessee	N/A
Base Year Notes:	
Notes: Property is tax exempt.	

Using Unit(s) percentage share
Notes:

15. Maintenance Inspections to occur in accordance with Section 8.6 of Addendum A, however no less than:

☒ Semi-annually	☐ Quarterly	☐ Annually
---	------------------------------------	-----------------------------------

16. Other Terms and Conditions:

17. This Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Lease to the Board of Public Works or to compel the Board of Public Works to approve this Lease. In the event this Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Lease null and void.

18. In the event of any conflict between this Standard Lease Form DGS-680-3 and any other document attached hereto, incorporated by reference, or otherwise made part of this Lease, apart from applicable Maryland Annotated Code Statutes and COMAR regulations, the provisions of this Intergovernmental Lease shall prevail.

19. This Lease may be executed in one or more or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The signature of a party transmitted electronically shall constitute and have the same force and effect as the original signature of the party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

ATTEST:

LESSOR: The Board of County
Commissioners of Kent County,
Maryland

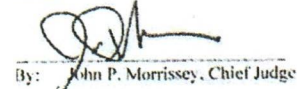

By: _____


By: Ronald H. Fithian, President

ATTEST:

LESSEE: STATE OF MARYLAND,
STATE OF MARYLAND to the use of the
District Court of Maryland, Commissioners'
Office


By: _____

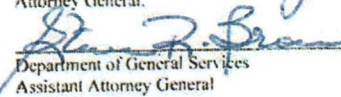

By: John P. Morrissey, Chief Judge

Execution of the above Intergovernmental Lease was authorized and approved by the Board of Public Works at a meeting held on **June 21, 2023** as DCIS Action Agenda Item **35-LT**.



Department of General Services
Office of Real Estate

This Intergovernmental Lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on **January 16, 2023** by Steven R. Brown, Assistant Attorney General.

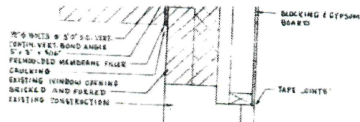

Department of General Services
Assistant Attorney General

ALL $\oplus$ SCALE 1/8" = 1'-0"

POSITION BEARS WITH MAXIMUM AS REQUIRED FOR ALIGNMENT OF FINISHED WALL.
FLOORING & Gypsum BOARD
SCALE 1/8" = 1'-0"

SECTION
AN
H BOARD
SCALE 1/8" = 1'-0"

1/8" = 1'-0"

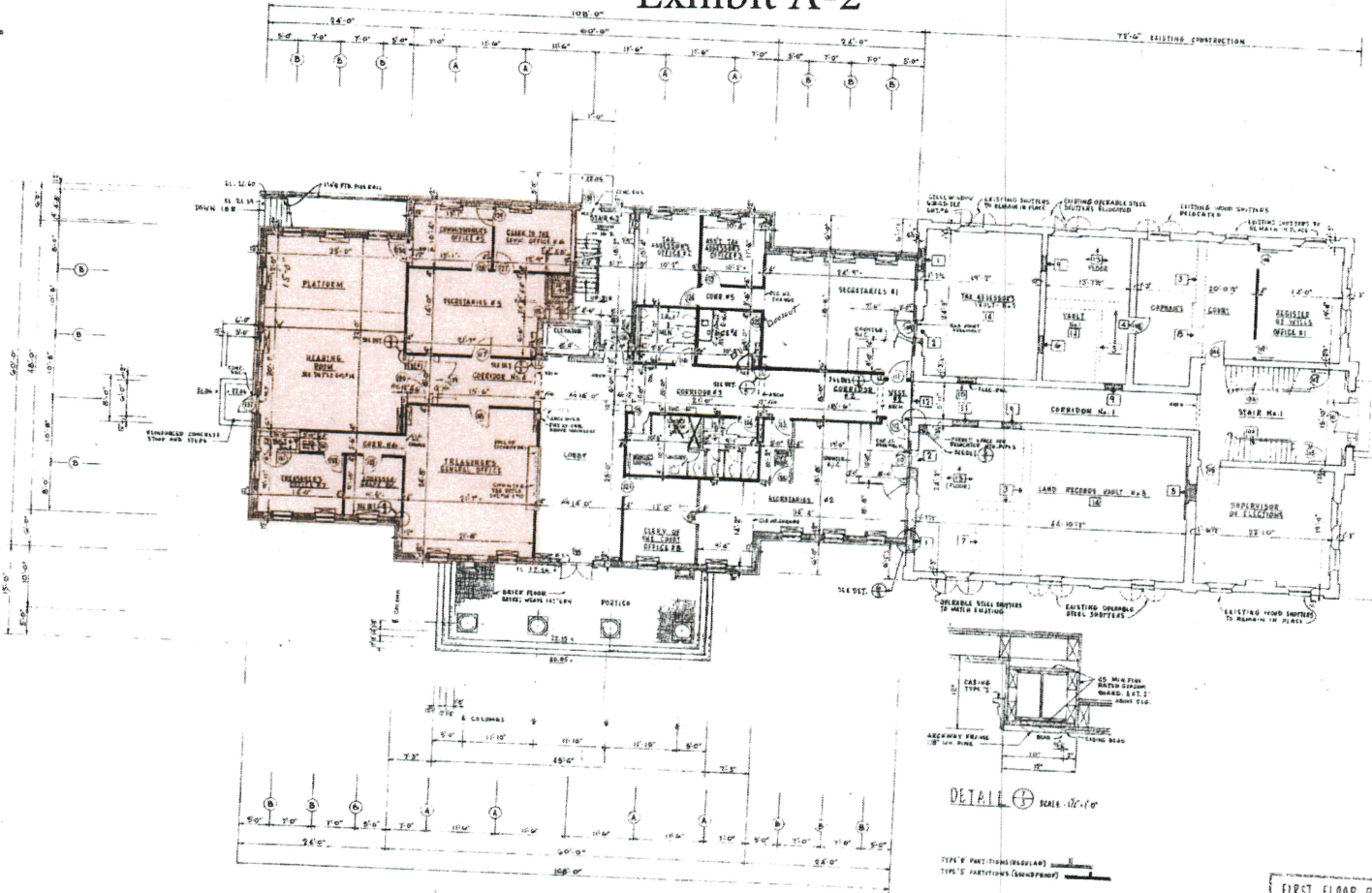


DETAIL $\oplus$ SCALE 1/8" = 1'-0"

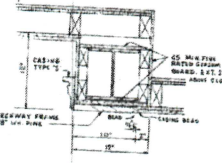
1. REMOVE FINISH TO MATCH ADJACENT SURFACES
2. RELOCATE EXISTING VAULT DOOR TO OPENING #10. REINFORCE FRAME AS NEEDED.
3. RELOCATE EXISTING VAULT DOOR TO OPENING #11. SEE NOTE #2.
4. REMOVE EXISTING DOOR & TRIM. SEAL OPENING WITH BLOCKING & GYPSUM BOARD FINISH TO MATCH ADJACENT SURFACES. RELOCATE DOOR TO OPENING #10.
5. RELOCATE EXISTING DOOR TO OPENING #11. SEAL OPENING WITH BLOCKING & GYPSUM BOARD FINISH TO MATCH ADJACENT SURFACES.
6. REMOVE EXISTING 2" X 4" TREAD Nosing AND COVERING. REPLACE WITH WHITE MARBLED TREAD AND WHITE RUBBER Nosing.

1. CONSULT STRUCTURAL & MECHANICAL DRAWINGS FOR ADDITIONAL DIRECTIONS. PROVIDE ALL NECESSARY LINTELS, BEAMS, BLOCKING, BRACING AS REQUIRED.
2. EXISTING WOODWORK, DOORS, FRAMES, CASINGS, CASE, ETC. REMAINING IN PLACE OR RELOCATED TO BE REPAIRED, FILLED SAMPED, AND REFINISHED.
3. WHERE NEW FLOOR FINISH IS CALLED FOR, EXISTING FLOOR FINISH IS TO BE REMOVED & FLOOR SCRAPED SMOOTH AND CLEAN IN PREPARATION FOR NEW FINISH.
4. FILL AT BRICK ALL MASONRY IRREGULARITIES, EXPOSED PIPE IN DUCT WORK AND FINISH TO MATCH ADJACENT SURFACES.
5. THE EXTENT OF ALLOCATION WORK IS NOT LIMITED TO THE NOTES ABOVE. SEE NOTES ELSEWHERE ON DRAWINGS AND SPECIFICATIONS AND FINISH SCHEDULE.
6. DIMENSIONS SHOWN AT EXISTING STRUCTURE ARE TAKEN AT FINISHED SURFACES. VERIFY ALL DIMENSIONS IN FIELD FOR NEW WORK AS WELL AS EXISTING.
7. ALL EXISTING PLASTER FINISH SURFACES TO BE REPAIRED IF NECESSARY AND PAINTED.

Exhibit A-2



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



DETAIL $\oplus$ SCALE 1/8" = 1'-0"

TYPE 'K' PARTITION (SHEATHING)
TYPE 'S' PARTITION (SHEATHING)

FIRST FLOOR PLAN & DETAILS
ADDITION & ALTERATIONS
KENT COUNTY
COURT HOUSE

21. REMOVE EXISTING B.W. WINDOWS, EXTEND OPENINGS FOR NEW DOOR ASSEMBLIES.
NO. 210 AND NO. 211. FILL ALL VOIDS WITH BEDDING AND GYPSUM IMPOUNDMENT.
22. CUT OPENING IN TC THROUGH EXISTING MASONRY WALL. PROVIDE STAIR LINTEL AS
REQUIRED.
23. REMOVE EXISTING DOOR & PANELS. SLOD UP DRUMING FLESH WITH COURT ROOM SIDE.
FINISH TO MATCH ADJACENT SPACES.
24. REMOVE EXISTING LAL. PLATFORM, JUDGES SEVER, PLUMBING, ETC. ADJUST DOOR
FINISHES AS REQUIRED TO LEVEL ENTIRE FLOOR. APPLY SWEATINGS AND UNIFORMMENT
TO ALL FLOOR FINISHES. REMOVE DOORS, AND COURT ROOM DETAILS.
25. REMOVE PLASTER PROJECTION TO PLUMB ADJACENT WALLS. FINISH EXPANDED
CONSTRUCTION TO MATCH ADJACENT SPACES.



Exhibit H

**Department of General Services, Office of Real Estate
300 W. Preston St., Room 601
Baltimore, MD 21201**

Lease Inspection Sheet

Note: For purposes of this document, DGS Specifications and Standards as that term is used herein refers to the Office of Real Estate, Department of General Services, General Performance Standards and Specifications for the State of Maryland Leased Facilities – July 2013. All work is to be completed in accordance with the requirements of the DGS Specifications and Standards.

Date of Inspection: March 1, 2021

Agency: JUDC

Location: 103 N. Cross Street

NUSF: 6,330

1. Strip, clean and wax all VCT.
2. Extraction clean all carpet
3. Clean all exterior windows.
4. Clean all interior windows.
5. Clean all air inlet vents, replace them if discolored or rusty.
6. Clean all return air vents, replace them if discolored.
7. Clean all lights from bugs and/or debris as noted in the Server Room.
8. Remove wax build up on cove base and around the base of door frames wherever there is a VCT floor.
9. Ensure that fire extinguishers are up to date on annual inspections.
10. Inspect all exit signs to make sure they are operating correctly.
11. Inspect all emergency lights to make sure they are working properly.
12. Provide verification that the fire alarm system is operational and monitored by a third party.
13. Ensure evacuation route signs are posted.
14. Ensure fire exits clear of obstructions.
15. Provide the age and warranty of HVAC system for the leased space. HVAC system to be balanced by a third party. Provide DGS a copy of report. Balancing is to be conducted and adjustments made to meet current ASHRAI standards.
16. Ensure all lights are free from debris and bugs.
17. Replace all stained, damaged, dirty, and mismatched ceiling tiles. Repair/replace ceiling tile in Server Room.
18. Check exhaust fans in all restrooms to ensure that they are operating properly.

NOTES: Several water-stained tiles due to condensation of HVAC unit. State employees complain that it is too hot. Noted – several areas of the space were hot. Employees are opening windows to let the heat out. Also, noted several dehumidifying machines throughout the space.

STATE OF MARYLAND
INTERGOVERNMENTAL LEASE GENERAL CONDITIONS
FORM DGS-680-3B (1)
(Revised 5/22/18)

1 Definitions.

The following terms have the following meanings in addition to their usage within the text of this Lease:

Approved Construction Budget means that budget which has been jointly approved and signed by the using Unit(s) and DGS Office of Real Estate, prior to construction which delineates the cost to be incurred by Lessor of the required and excess Tenant Improvements to the Demised Premises.

Approved Space Plans mean plans which have been jointly approved and signed by the using Unit(s) and DGS Office of Real Estate, prior to construction.

Base Year means the year agreed upon by Lessee and Lessor for which a baseline value is established for calculating amounts owed for operating services expenses.

BPW means the Maryland State Board of Public Works.

Broker means the brokerage firm retained, if any, by DGS Office of Real Estate.

DGS means State of Maryland, Department of General Services.

Lease Year means (a) the period beginning at 12:01 a.m. on the Commencement Date and ending at the end of the day immediately before the first anniversary of the first day of the first full calendar month in the Term, and (b) each successive period of 12 calendar months thereafter during the Term.

Normal Working Hours shall mean 7am to 7pm Monday through Friday and 7am to 2pm on Saturday except those days designated as holidays by the State.

Occupancy is the date Lessee begins operating from the Demised Premises.

ORE means State of Maryland, Department of General Services Office of Real Estate

Person means any natural person, trustee, corporation, partnership, Limited Liability Company or other legal entity.

Section means that all references made to any Section shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section of this Lease.

Space Plans (Plans) means those plans submitted to the using Unit(s) and ORE for approval which specify the design and construction of the Tenant Improvements, prepared at Lessor's expense. The Plans shall conform to the site and building conditions and to all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities.

Substantial Completion means the completion of construction or other work required to bring the Building and Demised Premises up to the Lessee's requirements, including the Lessor's acquiring of all necessary permits and inspections related to occupancy which may be subject to minor punch list items.

Supplemental Lease means an amendment to the Lease that was duly approved by the parties hereto and the Board of Public Works.

Tax Year means the fiscal year for which the real property taxes are levied by the governmental authority, i.e. July 1 through June 30 of said year.

Tenant Improvements means those improvements regarding the Demised Premises requested and required by the using Unit(s) and ORE to be completed before Lessee(s) occupancy may begin.

Termination Costs means the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease which are a) any brokerage commissions paid to the State's Broker, less any amortized portion of the brokerage commissions calculated on a straight-line basis as of the date of termination, and b) construction costs required to build out the Demised Premises from pre-Lease condition to the condition specified in the Approved Space Plan, the Lease Standards, and any Request for Proposal specifications in accordance with costs delineated in Lessor's Construction Budget, less i) any construction costs paid for in cash by the Lessee, ii) costs amortized as of the date of termination, including legal fees, architectural/engineering costs, bank charges and fees, and, interests costs incurred during construction and attributable to the Tenant Improvements. Termination Costs shall not include any Lessor anticipatory Rents, expenses, or profits which have not been earned up to the date of termination.

Payment of Rent.

2.1 Rent Invoices. Lessee will not automatically pay the Rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in this Lease for the amounts set forth in this Lease.

2.2 Rental Payments. Rental payments shall be payable at the office of the Lessor, during normal business hours and shall be due on the first day of the month.

2.3 Multi-Year Leases Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Lessor and the State from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first. [COMAR 21.07.01.10; SF 13-217 (d), (e)]

2.4 Submission of Invoices. All invoices for Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in this Lease unless otherwise specifically provided for herein.

2.5 Required Information. All invoices shall be made out to the Unit and must contain the following information: state "Invoice" on the bill; reference the Board of Public

Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Lessor's Federal Employer's ID Number or if an individual, the Lessor's social security number, and additional information as may be specifically required elsewhere in this Lease. [SF 15-102]

2.6 Payment by the State. Payments to the Lessor pursuant to Section 2.4 and this Lease shall be made no later than 30 days after the State's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]

2.7 Interest on Late Payments. Except for Rent or other expenses submitted pursuant to this Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]

2.8 Transfer of the Property/Assignment of Lease. In the event of any transfer of the Property and/or assignment of the Lease: (a) said assignment shall be effective only if the assignee is qualified to do business in the State of Maryland and b) the State is permitted to do business with assignee, (c) Lessor shall provide copies of the deed or other instrument(s) transferring the Property and the assignment agreement to the DGS Office of Real Estate within 10 days of said transfer and/or assignment, and (d) the assignee of the Lease shall enter into a supplemental lease agreement, including execution of the standard State lease affidavit, amending the landlord information. In the event that any assignee of the Lease is not qualified to do business in the State of Maryland, the State shall have the right to terminate the Lease upon written notice to the Lessor and assignee(s).

2.9 Maximum Rent. Lessor agrees and asserts that the annual Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Lease. State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland.

Operating Expenses.

3.1 Operating Expense Calculations. Effective at the conclusion of the second Lease year as set out in this Lease, and each succeeding Lease year of this Lease, the Lessee shall pay as an additional expense, and not as additional rent, or shall receive as a credit, its proportionate share of any increase or decrease in Operating Expenses.

3.2 Modification of Base Year for Warranty. If applicable, the base year set out in this Lease for any item which is under a guarantee or warranty shall be modified the first full Lease year following expiration of the item's guarantee or warranty.

3.3 Real Estate Tax Invoicing. If applicable, any amounts due by the Lessee for Real Estate Taxes shall be invoiced annually throughout the Term. The Lessee shall pay as an additional expense, and not as additional rent, or shall receive as a credit its proportionate share of any increase or decrease in Real Estate Taxes. The annual invoicing period for real estate taxes shall be within 90 days after the completion of the real estate tax year; for example, no later than September 30th based on the current tax year of July 1st through the succeeding June 30th.

3.4 Other Operating Expense Invoicing. The invoicing period for all other Operating Expenses shall be within 90 days of the end of each annual Lease year; for example if the Lease commences April 1st, invoicing no later than June 30th based on the invoicing period of April 1st through the succeeding March 31st.

3.5 Lease Termination Invoicing. Upon Lease termination all invoices, including invoices for real estate taxes, shall be adjusted to the date of Lease termination and shall be submitted within 90 days after the Lease termination date. **Invoices submitted more than 90 days after the end of the invoicing period shall not be honored.** Any payments due by the Lessee shall be paid in one lump sum. Credits due the Lessee shall be credited to the Lessee's monthly rent payments immediately. In the event the credit exceeds the amount of one monthly rent payment, the full amount of the monthly rent shall be credited until the full credit has been recovered.

3.6 Method for Invoicing. Invoices for Operating Expenses shall be made out to the using Unit. Lessor shall send a copy of such invoice to: **The Department of General Services, Office of Real Estate, Attn: Chief of Leasing, 300 W. Preston St., Rm 601, Baltimore, MD 21201 for review and approval before payment.** In addition to the information required by Section 2.5, such invoices shall include, as backup material, certified true copies of invoices (for the Base Year and escalation year) for the services for which escalations are requested. For costs where such invoices are confidential, (i.e. salaries paid to Lessor's employees) the Lessor must certify and warrant that such payments for such costs were made. ORE shall have the right by methods acceptable to the Lessor and Lessee, to physically audit the Lessor's records to determine the validity of reimbursement or credits due under this Lease.

3.7 Audit Expenses. Lessee shall have the right at any time to audit the books and records of the Lessor. Lessor guarantees all financial records and tenant statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and rendered to Lessee in any similar format Lessee may reasonably request from time to time. If Lessee exercises the right to audit the books and records associated with this Lease, Lessee shall pay the expense of auditing the books and records. However, Lessor shall pay all audit expenses if Lessee is found to have been overcharged by 15% or more on any bill related to Operating Service Expenses or Real Estate Taxes.

Assignment.

4.1 Assignment. Lessee may assign this Lease and the Demised Premises upon prior written consent of the Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

4.2 Use of the Demised Premises. Use of the Demised Premises by a Unit(s) of the State of Maryland other than the Unit(s) designated in this Lease is not an assignment or a subletting and may be done at the discretion of the Lessee.

Condition Upon Termination.

5 Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

Construction, Improvements, Replacements.

6.1 Construction of Tenant Improvements. Lessor shall, at Lessor's sole cost and expense, develop, design and construct on and in the Demised Premises, and the building of which the Demised Premises are a part, Lessee's Tenant Improvements ("Tenant Improvements").

6.2 Preparation of Space Plans. Promptly after the BPW approves this Lease, and in accordance with Lessor's Construction Budget and the appropriate State of Maryland General Performance Standards and Specifications for Leased Facilities, Lessor shall at its expense prepare and submit to Lessee for review and approval proposed space plans. The Plans shall conform to the site and building conditions and to all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities as to the design and construction of the Tenant Improvements.

6.3 Architect(s) and Engineer(s). Lessor shall select and provide Architect(s) and Engineers (Mechanical, Electrical, Plumbing), where applicable, to prepare the plans for and construct the Tenant Improvements (the "Plans"). Architect(s) and Engineer(s) employed by Lessor must be currently licensed and in good standing with the State of Maryland.

6.4 Compliance With All Laws. All plans, construction and improvements to the Demised Premises shall comply with all applicable Federal, State and Local building codes and requirements, as may be amended from time to time, including but not limited to the Maryland Building Performance Standards of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle 5; the Maryland Building Rehabilitation Code of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle Ten; The Americans with Disabilities Act of 1990 (ADA); and the Maryland Building Code for the Handicapped (MBCH).

6.5 Review and Approval of Space Plans. Upon written approval by Lessee and DGS Office of Real Estate, which shall constitute the Approved Space Plans ("Approved Space Plans") and Lessor's Approved Construction Budget ("Approved Construction Budget"), marked Exhibit A-4 and B, respectively, for all purposes of this Lease, Lessor shall execute said plans and the improvements thereon shall constitute the Lessor's work for all purposes hereof. In addition to the aforementioned consultations and approvals, and those that may be required under any applicable law, Lessor shall otherwise consult with and gain approval from DGS Office of Real Estate throughout the design and construction phases for the Tenant Improvements to the Demised Premises. In order to facilitate any Lessee approval, Lessor shall submit all Plans, permits, supporting materials, and other necessary documentation to DGS Office of Real Estate for its review, comment, approval, and periodic inspection prior to and during construction, including evidence of performance, labor and materials bonds in amounts satisfactory to the State. All reviews and comments shall be provided within 5 business days of receipt but approval may be withheld at the discretion of the DGS Office of Real Estate. No construction, improvements or renovation may begin without the written review, comment, and approval of DGS Office of Real Estate. No modification or alteration to the design and construction plans approved by DGS Office of Real Estate may be made without subsequent written approval of DGS Office of Real Estate. DGS Office of Real Estate shall designate, and may re-designate, one individual or body of reviewers who shall throughout the term of the construction, design, and implementation process be responsible for and authorized to act on behalf of DGS Office of Real Estate.

6.6 Fit Up. The Lessor shall be entitled to reimbursement for certain fit up items which exceed the State's standard fit up requirements ("Excess Fit Up") and the Lessee shall be entitled to a credit for those fit up items which are less than the State's standard requirements. The State's standard fit up is as set forth in the State of Maryland Department of General Services Specifications and Requirements for Leased Facilities that is applicable to this Lease (the "Lease Standards"). Excess Fit Up costs include any item(s) over and above the stated required quantities listed in the Lease Standards, items not included in the Lease Standards but for which an approved Change Order exists, and DGS Office of Real Estate approved overhead and profit for said excess construction items. Invoices for excess construction costs due under this clause shall be made out to the using Unit concerned but shall be sent, by the Lessor, to the Office of Real Estate, Department of General Services for review before payment. In addition to the information required in Section 2.5, such invoices shall include, as backup

material, an itemized listing of how the total was determined and copies of bills for materials and labor as appropriate. The State's standard fit up items are:

- a. 1 linear foot of partitioning per 10 square feet of leased space (Sound transmission class of 35).
- b. 1 linear foot of sound conditioned partitioning (Sound transmission class of 50) for 10 linear feet of partitioning.
- c. 2 doors for ingress and egress from each leased area on each floor.
- d. 1 interior door for each 25 linear feet of partitioning required.
- e. 1 duplex electric outlet (120 Volt/20 Amp) per 200 square feet of leased space.
- f. 1 dedicated duplex electric outlet (120 Volt/20 Amp) per office.
- g. 1 telephone/data outlet, ring and string per 100 square feet of leased space.
- h. 1 double duplex (quad) electric outlet (120 Volt/20 Amp) per office
- i. 1 dedicated double duplex (quad) electric outlet (120 Volt/20 Amp) per phone/server rack.
- j. 1 208 Volt/30 Amp electric outlet on each floor of the leased space
- k. 1 J Box/wall outlet per 3 cubicles
- l. Carpet for 75% of the leased space
- m. VCT for 25% of the leased space
- n. Dedicated 24/7 1 ton auxiliary cooling unit for the server room.
- o. 3/4 " fire-rated plywood on three (3) walls of the tel/data closets from 18" above floor finish to a height of 6'.

6.7 Performance of Work. The Lessor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Lease.

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

6.9 Tenant Improvements After Occupancy. In the case of Tenant Improvements to be constructed after State occupancy and/or the Commencement Date of the any original Term of the Lease, Lessor shall not demolish or destroy any existing Tenant Improvements upon the Demised Premises without the prior written consent of DGS Office of Real Estate.

6.10 Paint and Carpet. Lessor shall repaint the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures required to accomplish the repainting. Lessee may not make such a request any more frequently than once every five (5) years from Commencement Date. Lessor shall re-carpet the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures required to accomplish the re-carpeting. Lessee may not make such a request any more frequently than once every ten (10) years from Commencement Date. Carpet replacements under warranty conditions do not preclude the enforcement of this clause. Paint and carpet specifications are located in the State of Maryland General Performance Standards and Specifications for Leased Facilities

6.11 Construction Progress and Coordination. On a routine basis during the planning and construction of the Tenant Improvements, Lessor shall meet with DGS Office of

Real Estate so that Lessor may review with State the progress of plans and construction, so that Lessor and State may coordinate the construction of the Tenant Improvements, and determine the construction schedules and methods that will have minimum impact on operations, if any, of any State activities on the Demised Premises, and other agencies or units of the State using any facilities at the Demised Premises.

6.12 Damage and Repair. Lessor shall be solely responsible for repairing any buildings, roads, parking lots, grounds, utilities or other structures, improvements and areas on the Demised Premises, the Property, or the Building, damaged by vehicles or machinery of Lessor's Contractor(s), suppliers, or agents before, during or after construction.

6.13 Construction Equipment. Lessor shall require its Contractor(s) to guarantee that all machinery, tools, equipment, vehicles and supplies are secured at all times. The State shall not be responsible for the safe keeping or theft of any machinery, tools, equipment, vehicles, or supplies of Lessor or Lessor's Contractor(s), suppliers, or agents. The State shall not be responsible for the security and safety of any construction equipment or supplies.

6.14 Utilities. If utilities have to be relocated or disrupted due to construction of the Tenant Improvements, the relocation or disruption shall be done at the cost and expense of Lessor and in accordance with any provisions set forth in this Lease. In the event that utilities are relocated, the Lessor shall move all affected, existing utility equipment on the Demised Premises, Property, and/or Building to the new location at Lessor's expense.

6.15 No Waiver of Requirements. State's execution of this Lease does not imply approval nor imply exception to any permit requirement of the State of Maryland. The Lessor's construction of, renovations to, and improvements on, the Demised Premises shall be in compliance with the requirements of all applicable laws, ordinances, rules and regulations. Lessor shall be responsible for obtaining all applicable permits, licenses, inspections and approvals required for construction of, renovations to, and improvement to the Demised Premises, and shall deliver to State copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. The Lessor shall be responsible for and assume all liability in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

Commencement and Occupancy.

7.1 Rent Abatement. Notwithstanding any other provision of this Lease, the Tenant Improvements required under this Lease shall be completed before Lessee's occupancy shall begin. In the event the Demised Premises are not completed on the date specified within this Lease, the rent provided for herein and Lessee's obligations pursuant to this Lease shall abate until the Demised Premises are fully occupied by the Lessee or until 10 business days after inspection and acceptance by the Department of General Services, whichever event shall first occur. In order to allow Lessee sufficient time to schedule and conduct an inspection of the Demised Premises, for the purpose of full or partial occupancy, Lessor shall give Lessee written notice that the Demised Premises have been completed and all required use or occupancy permits have been obtained. Lessee shall have 10 business days after receipt of Lessor's written notice to conduct its inspection of the Demised Premises.

7.2 Partial Occupancy. Lessee may, prior to completion of the renovations, occupy any portion of the Demised Premises mutually agreed upon by Lessor and Lessee. Rent payable during such partial occupancy shall be paid proportionately to the area occupied by the Lessee and the rent payable shall be adjusted to the actual term of such partial occupancy.

7.3 Occupancy. Occupancy is the date Lessee begins operating from the Demised Premises. Storage of furniture or equipment in the Demised Premises as may be mutually agreed

upon by Lessor and Lessee shall not constitute "constructive occupancy" or acceptance of the space by the Lessee.

7.4 Supplemental Commencement Date. Regardless of the date specified at the outset of the Lease, the initial term of this Lease shall commence on the date the Demised Premises are fully occupied and shall terminate at the end of the length of time specified for the Term. If the term of this lease would begin and/or end other than on the first day of the month, Lessee shall pay proportionate rent at the same monthly rate set forth in this Lease for such partial month and all other terms and conditions of this Lease shall be in force and effect during such partial month. If the Commencement Date is altered as a result of this provision, the specific Commencement Date of this Lease shall be established by Supplemental Lease hereto.

7.5 Building Rules and Regulations. The Lessee, its agents and employees shall comply, to the extent authorized by applicable law, with reasonable building rules and regulations approved in advance by Office of Real Estate, Department of General Services. The Lessor may modify these rules and regulations from time to time, but such changes must first be approved by the Procurement Officer for leasing, Office of Real Estate, Department of General Services. To effect a change, the Lessor shall submit the rule or regulation change to the Procurement Officer for approval. Upon approval, the Procurement Officer shall, by letter, notify each of the parties to the Lease and the change shall become effective upon the date of the Procurement Officer's letter. Whenever any rule shall conflict with the provisions of this Lease, the Lease provision shall prevail.

Repairs and Maintenance.

8.1 Damage or Defects. Lessee, upon discovery, shall give to Lessor prompt written notice of any accidents or damage to, or defects in, the roof, the exterior of the building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects and/or damage shall be remedied by Lessor, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to remedy the defect. It is understood by the parties that this does not impose an obligation upon the Lessee to inspect the building for accidents, damage or defects nor hold the Lessee liable for failure to do so.

8.2 Lessor's Responsibility for Repairs. All repairs to the Demised Premises including repairs to the exterior of the Building, no matter how caused are to be made and paid for by the Lessor, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to make the repairs.

8.3 Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Demised Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

8.4 Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Building and Property as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Lease or by such other legal process it might elect. In the event Lessor fails to

repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

8.5 Fire Evacuation Plan. The Lessor agrees to maintain and post a current fire evacuation plan approved by the Fire Department for the Building, and to work with the Lessee in appointing floor fire captains to implement the evacuation plan.

8.6 Regular Maintenance Inspections. The Lessor shall designate an authorized representative and agrees to conduct regular maintenance inspections with the Lessee's designee, or also with such frequency as Lessee shall request. The inspections shall identify concerns and problems by the Lessee. The Lessor shall respond in writing within ten (10) days following said inspection detailing action plans and completion times. Both the Lessor and Lessee shall provide points of contact with telephone, facsimile numbers, and e-mail addresses to each other and to DGS Office of Real Estate. At the election of DGS Office of Real Estate, failure to perform said inspections shall result in the forfeiture of escalation payments.

8.7 Building Performance Standards. The Lessor guarantees that the Demised Premises, common areas and other portions of the Property over which Lessor has control comply in all respects with the following, as may be amended from time to time: (a) the provisions of the Public Safety Article, Title 12, Subtitle 5 of the Annotated Code of Maryland (Maryland Building Performance Standards); (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101, et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals; and (d) the codes and standards as delineated in the General Performance Standards and Specifications for State of Maryland Leased Facilities. If Lessor has knowledge or is notified that other lessees in or on the Property/Building are not in compliance with these laws, Lessor shall take such action as is necessary to insure proper compliance.

8.8 Non-Compliance with Building Performance Standards. Should either the Lessor or Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth or referenced in this Lease, the Lessor shall at its own expense by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are not directly attributable to the negligence of the Lessee, its employees, or invitees.

Alterations by Lessee.

9.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements without Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and all alterations, additions or improvements made by either of the parties hereto upon the Demised Premises shall be the property of the Lessor and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, provided, however, that the Lessee shall have the privilege of installing any signs, furniture, fixtures, or machinery necessary in the conduct of its business and these same shall remain the property of the said Lessee, and may be removed by the Lessee during its tenancy.

9.2 Signs. Lessee may install such signs as it wishes within the Demised Premises without permission to do so from the Lessor. Lessee may also install such signs outside of the Demised Premises at locations and of such size as the Lessor may approve, in accordance with local regulations regarding exterior signage.

9.3 Lines and Wiring. Lessee may install lines or special wiring for telephones and other electronic or communications equipment necessary in the conduct of its business and

these shall remain the property of the Lessee, and may be realigned, maintained or removed at the sole option of the Lessee during its tenancy or upon expiration or termination of the Lease. The Lessee, at its sole option, shall have the right to abandon in place any wiring or other electronic or communication equipment installed and shall not be required to remove it upon the expiration of the Lease.

9.4 Furniture and Equipment. Any violations cited which are specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are directly attributable to the negligence of the Lessee, its employees, or invitees, shall be corrected by the Lessee by the date specified in the citation. The Lessor shall not withhold permission for the moving of any heavy furniture or equipment owned by Lessee for which, under the provisions of this Lease, the Lessor has reserved the right to direct placement if the original placement is cited as a violation of the above act, but the Lessor may, for such furniture or equipment, direct the new location.

Casualty.

10.1 Lessor's Obligation to Repair and Reconstruct. If the Demised Premises are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Demised Premises with reasonable promptness but in no event later than 90 days after the date of the Casualty to substantially the same condition of the Demised Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Demised Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 90 day period and any extension period, Lessee may terminate this Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

10.2 Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Demised Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, in which event the Rent shall be abated entirely during such period of non use.

10.3 Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Building is so damaged by Casualty that either the Demised Premises or (whether or not the Demised Premises are damaged) the Building is rendered substantially unfit for occupancy and the Lessor will be unable to restore the Demised Premises within 90 days after such Casualty, then either party may elect to terminate this Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

10.4 Emergency Plan(s). The Lessor is required to participate in and comply with the development and implementation of Lessee's "Continuity of Operations Plans" (COOP). The COOP Plan(s) shall include, among other things, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and DGS ORE personnel.

Utilities.

11.1 Continuity of Utilities and Service. Lessor guarantees that the Demised

Premises shall continually have heat, electricity, air conditioning, telephone access and plumbing available for use by Lessee. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, and as set forth in Exhibit H HVAC/Mechanical Equipment Minimum Requirements, attached hereto, solely at the Lessor's expense. If the existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, Lessor shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures, as further defined in the Lease Standards made a part of this Lease.

11.2 Provision of Utilities and Service. All utilities and services (excluding telephone and communications) shall be provided and paid for by the Lessor unless otherwise set forth in this Lease.

11.3 Failure of Utilities or Service. Lessor shall not be liable for any failure to supply utilities or services not due to negligence on the Lessor's part.

11.4 Payment for Overtime Usage of Utilities. Payment for overtime usage of utilities, if applicable, shall be made only for Units which consistently and continuously utilize the Demised Premises or a portion of the Demised Premises for a minimum of a 30 day period beyond the standard operational hours. The Lessor must notify DGS Office of Real Estate in advance and in writing of the indication that Lessee's usage may incur overtime utility usage charges. Overtime electric usage payment, if approved, shall be made on an annual basis submitted in the same manner and along with utility escalation billings and value established as follows: Net Usable Square Feet of space within the Demised Premises being utilized for overtime purposes divided by the total Net Usable Square Feet of the Demised Premises. The percentage shall be applied to the actual utility billing for each month of overtime utility usage.

Environmental Matters.

12.1 Compliance with Laws. Lessor shall comply, at its sole cost and expense, with the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act 42 U.S.C. §6901, et seq., as amended, the Toxic Substance Control Act, 15 U.S.C. §2601, et seq., as amended, the Clean Water Act, 33 U.S.C. §1251, et seq., their respective State of Maryland statutes, including but not limited to, Title 7 of the Environment Article, Annotated Code of Maryland, "Hazardous Materials and Hazardous Substances", and any other, Federal, State, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Material, as defined below (the "Environmental Laws").

12.2 Hazardous Material. Hazardous Material means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Environmental Laws, including, but not limited to, underground storage tanks, asbestos or asbestos-containing materials, oils, petroleum-derived compounds, pesticides polychlorinated biphenyls, or other toxic or hazardous substances, pollutants or contaminants.

12.3 Environmental Hazards Prohibition. The Lessor shall not place, deposit, store, treat, dispose of, manage, generate, manufacture, produce, release, emit or discharge Hazardous Material, or permit any other person to do the same, on, in, under or near the Demised Premises or the Property, without prior written consent of the Lessee.

12.4 Environmental Hazards Warranty. The Lessor hereby represents and warrants that: (i) Lessor has not placed, held, stored, or disposed of any Hazardous Material on, in, under or near the Demised Premises or the Property; (ii) to the best of its knowledge, Lessor's past or present tenants have not placed, held, stored, or disposed of any Hazardous Material on,

in, under or near the Demised Premises or the Property; (iii) to the best of its knowledge, no Hazardous Material of any kind, or storage tanks, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, under or near the Demised Premises or the Property; (iv) no governmental or private suite, action or proceeding to allege, enforce or impose liability under or pursuant to any Environmental Laws have been instituted or threatened concerning the Demised Premises or the Property; and (v) no lien has been created under any applicable Environmental Laws.

12.5 Notice of Environmental Hazards. The Lessor agrees to: (i) give notice to the Lessee immediately upon acquiring knowledge of the presence of any Hazardous Materials on, in, under or near the Demised Premises or the Property, including a full description thereof; (ii) promptly comply with all Environmental Laws and perform all investigations, removal, remedial actions, cleanup and abatement, corrective action, or other remediation that may be required pursuant to any Environmental Laws requiring the removal, treatment or disposal of such Hazardous Materials; (iii) provide Lessee with satisfactory evidence of such compliance within a reasonable period of time with or without a demand by Lessee; and (iv) provide the Lessee with financial assurance evidencing to Lessee's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials and discharging any encumbrance with may be established on the Demised Premises or the Property as a result thereof.

12.6 Indemnity. To the extent allowable, by Local Tort Claims Act laws and regulations, Lessor shall indemnify, defend (if requested by Lessee), and hold the Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expenses, claims of any kind, including without limitation, the reasonable fees and disbursements of attorneys and engineering consultants arising from the breach of any Environmental Laws prior to or subsequent to the execution of this Lease by Lessor, its officers, directors, agents, employees, tenants, or their successors or assigns ("Environmental Claims"). Lessor, for itself, its former and future officers, directors, agents and employees, and for each of their respective heirs, personal representatives, successors and assigns, hereby and forever releases and discharges the Lessee and all of Lessee's employees, agents, representative, successors and assigns, of and from any and all rights, claims, liabilities, causes of action, obligations, and all other debts and demands whatsoever, at law or in equity, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, in connection with any Environmental Claims.

12.7 Survival. The provisions of this Lease General Condition Section 12 shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability and indemnification of the Lessor forever.

Performance and Lease Inquiries.

13.1 Inquiries about Lessee's Performance. For inquiries concerning the performance of the Lessee's obligations under the Lease, Lessor shall contact Lessee's Facility Manager at the Demised Premises.

13.2 Inquiries about Lease. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Lessor shall contact the Chief of the Lease Management and Procurement Unit, Office of Real Estate Department of General Services.

Right of First Offer.

14 Right of First Offer. During the term of the Lease, Lessor hereby agrees to give Lessee a right of first offer to lease any other vacant space in the building immediately before Lessor leases any vacant space in the building to any other person, Lessee shall have fifteen (15) business days to respond to offers made pursuant to this right with an affirmative or negative

response that is subject to the preparation of the Supplemental Lease Agreement and formal Board of Public Works ratification within 75 days after said response.

Time is of the Essence.

15 Time is of the Essence. Time is of the essence and occupancy on the date specified in the Lease is the essence of this Agreement to the Lessee. If, due to its own fault or negligence, Lessor does not have the Demised Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Demised Premises during the period that the Demised Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

Termination.

16.1 Termination and Extension. This Lease and the tenancy hereby created shall cease and terminate at the end of the Original Term or any Renewal Term or other extension, without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the said Lease for said term or any part thereof or render the Lessee liable for double Rent. Notwithstanding the foregoing, the Lessee reserves the absolute right to extend the term of the Lease for a period not to exceed six (6) months. In the event of such extension by the Lessee, the Lessee shall be and remain liable to the Lessor for Rent for the Demised Premises for the time the same are actually occupied by the Lessee, said Rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extended term; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination of the Original Term or the immediately preceding Renewal Term, except with the consent of the Lessor.

16.2 Termination for Failure to Deliver Demised Premises. In the event the Demised Premises are not completed at or prior to the specified date for completion, then the Lessee may, at its sole discretion, at any time prior to completion of the Demised Premises, terminate this Lease by giving written notice to the Lessor. In the event Lessee elects not to terminate this Lease pursuant to the previous sentence, then the provisions of Section 15, "Time is of the Essence," shall become operative from the date the Demised Premises should have been delivered to the date the Demised Premises are occupied or to the date the Lessee elects to terminate the Lease prior to occupancy.

16.3 Termination for Default. If the Lessor fails to fulfill its obligations under the Lease properly and on time, or otherwise violates any provision of this Lease, the Lessee may terminate this Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Lessor shall, at the Lessee's option, become the Lessee's property. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to Lessor, the Lessor shall remain liable after termination and the Lessee can affirmatively collect such damages. [COMAR 21.07.01.11; SF 13-218 (a) (1)]

16.4 Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee

may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

16.5 Termination for Convenience. This Lease may be terminated by the Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Lessee shall determine that such termination is in the best interest of the Lessee. The Lessee will pay all reasonable costs associated with this Lease that the Lessor has incurred up to the date of termination and all reasonable costs associated with termination of the Lease (Termination Costs). However, the Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. [COMAR 21.07.01.12; SF 13218 (a) (2)]

16.6 Rights and Remedies. References to any specific right or remedy shall not preclude Lessor or Lessee from exercising any other right or remedy to which it is otherwise entitled, in law or in equity.

Other.

17.1 Non-Hiring of Officials and Employees. No employee of the State of Maryland, or any Unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of the Lease, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any Unit thereof. [COMAR 21.07.01.05]

17.2 Governing Law. The provisions of the Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

17.3 Nondiscrimination in Employment. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. [COMAR 21.07.01.08; SF 13-219]

17.4 Contingent Fee Prohibition. The Lessor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Lease. [COMAR 21.07.01.09]

17.5 Efficiency Standards. In further cooperation with the Executive Order 01.01.2001.06, the Lessor acknowledges, that to the benefit of both the Lessor and Lessee, the Lessor shall endeavor to maintain current IBC efficiency standards for all fixtures in the Demised Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

17.6 Pre-existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of the Lease are applicable to the Lease. [COMAR 21.07.01.17; SF 13-218 (c); SF 11206]

17.7 Financial Disclosure. The Lessor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its Units during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business. [COMAR 21.07.01.19]

17.8 Political Contribution Disclosure. The Lessor shall comply with Sections 14101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31. [COMAR 21.07.01.20; SF 13-218 (7); SF 17-402]

17.9 Compliance with State Recycling Plan. The Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

17.10 Retention of Records. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

17.11 Representations and Warranties. The Lessor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease;

- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

17.12 Addendum. The Lessor agrees to fully complete, execute and/or comply with the affidavits and addenda that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.

17.13 Complete Writing. The Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

17.14 Lease Amendments. The Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

17.15 Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises during the Term and any extension herein of the Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

17.16 Commercial Non-Discrimination. As a condition of entering into the Lease, the Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Lessor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Lessor understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification of the Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. [COMAR 21.07.01.26 (A)]. As a condition of entering into this Lease, the Lessor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Lease shall include a clause identical to COMAR Section above.

17.17 Cooperation. As a condition of entering into the Lease, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Lessor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Lessor agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the Lessor on each subcontract or supply contract. The Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any

investigation that are requested by the State. The Lessor understands and agrees that violation of this clause shall be considered a material breach of the Lease and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

17.18 Interpretation. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Lessor or Lessee shall be deemed to refer to each Person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing

their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. The Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

17.19 Nonsmoking. Smoking is not permitted in State leased facilities. The Lessor shall reasonably provide a smoking area no closer than 25 feet away from any entrance or exit.

17.20 Waiver. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

END OF LEASE GENERAL CONDITIONS

**STATE OF MARYLAND - VISUAL LEASE
ABSTRACT APPROVAL/REVIEW CHECKLIST**

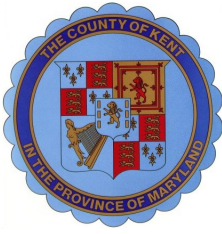
Lease File ID	1240	Abstractor	Lauren/Pam
Address	103 North Cross Street	Date Received for abstracting	6/22/2023
Agency	JUDC - Judiciary	Date Abstracted	
Type of Document	Intergov Lease AGR	Abstract reviewed by ARM (date/name)	
Commencement Date (or Target Comm Date)	7/1/2023	Date Final Approval	
Document to be abstracted within 5 business days			
Lease Abstract Checklist			
DOCUMENTS to be uploaded in VL & U Dr	Check	Review	COMMENTS
BPW Approval Form			
Lease Documents (including all SLAs)			
Lessor's Work & CD Documents (680-5 & SLA)			
680-1 Form and Transmittal/Due Diligence			
Other Docs Transferred from Salesforce;			
Any Missing Documents captured in Clauses			
Key Information			
DGS Lease File #; Lease Status; Owner Type			
Record Type; Lease Type; Space Use;			
Rent Type; HLD Exercised (Yes or No)			
Agency, Div/Dept, County, Currency			
Location			
Building Name, Bldg Number, Total Floors, Property Type			
Address; City; State; Suite#; Floor; Zip Code			
Dates			
Original Commencement			
Commencement			
Rolling Expiration			
Original Expiration (new Lease exp date)			
Occupancy			
Rent Start			
Holdover Expiration (If exercised)			
Area			
Rentable Area, Pro Rata Share			
CONTACTS TAB			
Landlord; Tenant; Payor; Payee			
Associated Contacts			
FINANCIALS TAB			
Entries Rent Schedule			
OPEX & RET Set Up			
CLAUSES TAB			
ABSTRACT STATE NOTES			
Include name and date of the document & a short summary of the document			
All Clauses Abstracted & Documents Bookmarked by each Clause			
Lease Option(s) Schedule			
ALERTS for HLD; OPTIONS; OPEX PAINT/CARPET			
HLD Alert date is 6 months prior to expiration date and Action date is the expiration date			
Option Alert date is 2 years prior to expiration date and Action date is the expiration date			
OPEX Alert date is exp date of current LY and Action date is the date when LL should have submitted escalations (based on Lease language - sec 3.4			
***Paint/carpet Alert date is 6 months prior to 5th LY and Action date is at the start of the 5th LY Year ***			
ALERTS TAB			
*** Ensure that only Clause and Lease Critical Alerts are checked. Do NOT check "All" Critical Alerts***			
Clause Critical Alerts			Ensure 60 days notice
Lease Critical Alerts			Ensure 60 days notice



**Wendy Keen, Supervisor of Special Education/Early Intervention
Services
6/13/2023
County Commissioners Meeting**

Item Summary:

Kent County Infants and Toddlers Program



Ethics Commission
6/13/2023
County Commissioners Meeting

Item Summary:

Appointment Recommendation

ATTACHMENTS:

Description



**Dan Schneckenburger, Executive Director, Upper Shore Workforce
Investment Board**

6/13/2023

County Commissioners Meeting

Item Summary:

Local Workforce Development Area Memorandum of Understanding 2023-2025

ATTACHMENTS:

Description

06.13.23 Upper Shore Workforce Investment Board Local Workforce Development Area Memorandum of Understanding 2023-2025



**Upper Shore Workforce
Investment Board Local
Workforce Development Area
Memorandum of Understanding
2023-2025**

This Memorandum of Understanding (MOU) is executed between the Local Workforce Development Board, the American Job Center System Partners, and the undersigned Chief Local Elected Official(s) in the Local Area. These are collectively referred to as the "Parties."

This MOU is developed to record the understanding of the Parties regarding the operation and management of the American Job Centers in the Upper Shore Workforce Development Area (the "Local Area"). The Upper Shore Workforce Investment Board (the "Local Board") provides oversight of workforce employment and training programming for the Local Area.

In accordance with Section 121 of the Workforce Innovation and Opportunity Act (WIOA), the Upper Shore Workforce Investment Board as the local Workforce Development Board, with the agreement of the Chief local Elected Official(s) (CLEO), under the provisions of the Workforce Innovation and Opportunity Act and its Regulations, has selected Parker Consulting as the One Stop Operator for the period July 1, 2021- June 30, 2023 with an option for an additional year, July 1, 2023- June 30, 2024. Parker Consulting was selected as the One Stop Operator, and has been renewed in this role through June 30, 2024.

In accordance with Section 121(b) of WIOA, the following programs in the Local Area are overseen by the undersigned entities:

- WIOA Title I Adult, Dislocated Worker and Youth Programs;
- WIOA Title II Adult Education and Family Literacy Act Program;
- WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, Unemployment Insurance, Migrant and Seasonal Farm Worker, and the Senior Community Services Employment Program (SCSEP);
- WIOA Title IV Maryland State Department of Education's Division of Rehabilitation Services (Title I of the Rehabilitation Act of 1973);

- 42 USC 601, et seq, also known as Temporary Assistance for Needy Families (TANF) through the Maryland Department of Human Services/Local Departments of Social Services;
- MAC, Inc. provides Senior Community Services Employment Program services for eligible seniors in Dorchester County only;
- Perkins V Post-Secondary

These entities are collectively referred to as the "American Job Center, Core Partner System." These entities are included in the Resource Sharing Agreement labeled as Exhibit 2 and made a part of this MOU.

In accordance with Section 121(b) of WIOA, the following programs are not in the Local Area and are not included in the Memorandum of Understanding or Resource Sharing Agreement.

- Job Corps
- Youth-Build
- Native American Programs
- Junior Achievement
- Programs authorized under sec 212 of the Second Chance Act of 2007

In accordance with Section 121(b) of WIOA, the following programs are in the Local Area and do not provide employment and training services as defined in WIOA Section (3). These programs are not included in Memorandum of Understanding or Resource Sharing Agreement.

- Community Services Block Grant
- Department of Housing and Urban Development

Terms and Conditions

I. Duration of MOU

This MOU shall be In effect on July 1, 2023, and will terminate no later than June 30, 2025, unless terminated earlier by *any* of the Parties to this MOU, in accordance with Section XII.

The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA.

Contact Information of the Partners is labeled as Exhibit 1 and is a part of this MOU.

II. Convening of Parties

The Local Board Chair will take the lead role (or designated staff, USWIB Executive Director) as convener of the Partners. The Convener is responsible for ensuring that all Parties to the MOU have an opportunity to fully participate in the formation of this MOU.

III. American Job Center, Core Partner System Overview

WIOA was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act,

the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland's vision in implementing the federal Act. Maryland's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland's workforce agencies have jointly developed the State's workforce plan with the intent that this vision is carried out in each of the Local Workforce Development Areas through their American Job Centers in Kent, Queen Anne's, Caroline, Talbot, and Dorchester counties of Maryland (the Upper Shore).

Section 108 of WIOA requires that each Local Board develop and submit to the Governor a comprehensive 4-year Local Plan: the Memorandum of Understanding (MOU) and Resource Sharing Agreement (RSA) are part of the USWIB Local Plan, (March 2021), and each of these documents articulate how the American Job Center Core Partners will work together in a systemic approach in order to provide employment and training services to both business and job seekers in Caroline, Dorchester, Kent, Queen Anne's and Talbot Counties.

The Parties acknowledge that this is the central focus of the work to be done under this MOU.

The Parties agree to comply with the policies, procedures and assurances, established under WIOA, including but not limited to the Maryland Policy Issuance 2021-04, WIOA Memoranda of Understanding and Resource Sharing Agreements" ("the Policy").

Community Services Block Grants, and Housing and Urban Development do not provide employment and training activities as defined in section 3 of the Workforce Innovation and Opportunity Act in the Upper Shore Area.

IV. Performance Requirements & Data Sharing

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through the lens of the WIOA performance measures, regarding the delivery of Training & Career Services. All Parties must determine how best to provide Information that supports the achievement of these performance goals, consistent with requirements of law, and as outlined in the Maryland Combined State Plan. The Parties agree to align the Governor's Workforce Development Board Benchmarks of Success to assess the effectiveness of the American Job Center system.

All Parties agree to work cooperatively to share relevant data, as determined appropriate and relevant, to USWIB WIOA oversight requests, as permitted by applicable statute or regulation.

V. Services Offered through the American Job Center System

- A. The Parties agree to support an aligned employment and training workforce system through sharing of information, increased collaboration, staff training and streamlined customer services to maximize partner strengths and improve customer flow and access.

Consistent with Section 121(6)(1) of WIOA, the AJC Partners will provide job seekers, employers, and other AJC partner program staff contact information that will assist in an efficient and streamlined access to programs, resources and activities delivered through Partners in the American Job Center System in the Local Area.

The physical location of the American Job Centers is detailed in Attachment A of this agreement and includes each location and its co-located partners.

Partners who are not co-located at the local American Job Center agree to be available via email, phone, internet/website, and will outline a standard information and referral procedure.

To increase the efficiency and effectiveness of the coordination of services, partners agree to:

- Participate in professional development opportunities for determining training needs for both frontline and supervisory staff;
- Develop opportunities to coordinate with other core partners regarding the delivery of like services;
- Create a menu of services and contacts for their frontline staff in the AJC that will be used as a reference guide for assisting job seekers and business customers;
- Participate in quarterly (county-based) meetings of agency leadership;
- Participate in an analysis of the customer flow process to determine if local needs are being met regarding the volume of visitors to the AJC, and
- Work to supplement funding among the partners and avoid supplanting funding among the partners.

**Employment and Training Resources provided in the American Job Center by Core Partners:
WIOA Title I**

The Title I, Training and Career Services Partner in the Local Area offers resources to assist customers with determining a good career match, including career services to ensure training is relevant to the local, five-county economic environment. Financial support for career goals that include classroom, experiential, apprenticeship, and internship training strategies are available through the Title I entity.

WIOA Title I- Adult and Dislocated Worker

Provision of Adult and Dislocated Worker services described in WIOA Title I, Section 134 related to

Local Employment and Training Activities, including, but not limited to:

- Eligibility determinations;
- Outreach, intake, and orientation
- Initial assessment of skill levels and supportive service needs;
- Referrals to and coordination of activities with other programs and services;
- Interview and evaluation to identify employment barriers and appropriate employment goals;
- Development of an Individual employment plan,
- Training services may include
 - occupational skills training;
 - on-the-job training;
 - incumbent worker training;
 - programs that combine workplace training with related instruction;
 - training programs operated by the private sector;
 - skill upgrading and retraining;
 - entrepreneurial training;
 - transitional jobs;
 - job readiness training provided in combination with other training services;
 - adult education and literacy activities;
 - customized training contracts.

WIOA Title I- Youth

Through the Local Board, goals are implemented relating to youth programs that meet the requirements of WIOA Title I, Section 129.

WIOA Title II: Adult Education and Family Literacy Act

Chesapeake College is the grant recipient for the Title II, AEFLA Program that provides adult education, literacy activities and employment programming to the adult learners in our community. The Title II, AEFLA Partner in the Local Area offers customers a wide variety of secondary academic enrichment, including instruction for a high school diploma, and resources for English for Language Learners. These resources complement training and career development that may be offered through other Partner organizations.

Adult Education services are available at multiple sites across the service area. The following services are provided to adult learners:

- Intake, assessment, and referral based on an individual student's needs and academic ability.
- Instruction through one of, or a combination of English as a Second Language, Adult Basic Education and Adult Secondary Education Classes.

- Workforce and career development services may be made available in the context of the classroom including resume, cover letter and practice interviews. Communicating the availability of other American Job Center resources, such as local job fairs, relevant job opportunities and the resources through the Maryland Workforce Exchange may also be provided.

WIOA Title III - Wagner Peyser

The Title III Partner in the Local Area offers customers a wide variety of career development and employment services as follows:

Job Applicant Services

- Provides applicant services: MWE job matching, referral to job openings, one-on-one job search, career exploration and follow-up;
- Provides labor exchange services: career assessment, labor market information, reemployment services (RESEA, ROW), job search workshops, interview preparation, and résumé assistance and résumé reviews;
- Provides hands-on resource area: computers, copiers and fax machines, job search resource literature, and information about the federal bonding program.

Online Services for job seekers

- The Maryland Workforce Exchange (MWE) is an online job resource which is available 24/7 for identifying job availability, training services, the list of approved training providers, occupational skills and interest assessment tools, labor market information, and equal employment opportunity information.

Business Services Team

- The local DWDAL Business Services Team provides business services: talent recruitment, networking activities, provision of labor market information, tax credit information, labor law information, pre-screening applicant skills, facilitating online testing of applicants, online advertising of recruitments, free of charge applicant interviewing space, including full workstations, and talent acquisition of transitioning ex-offenders.

Business Incentives

- Maryland Business Works provides training funds to increase incumbent workers' productivity, the upgrading of credentialed skills, and creates opportunities for expanding businesses' existing workforce.
- Apprenticeship Navigators have the responsibility of working with businesses, associations, unions and other organizations seeking to develop or participate in Registered Apprenticeship.

Unemployment Insurance Services

- Provides basic instruction on how to apply for unemployment Insurance on-line, or by telephone for an initial claim. Job Seeker and business services are provided to unemployment insurance claimants.

Unemployment Insurance is responsible for ensuring that meaningful assistance will be provided in the Upper Shore Area. In the context of providing assistance with UI claims, "meaningful assistance" means having staff well-trained in UI claims filing and claimant rights and responsibilities, available in the one stop centers to provide UI claim-filing assistance, if requested or if the individual is identified as needing the service due to barriers such as limited English proficiency, disabilities, or other barriers. The staff providing this assistance may be UI, Wagner-Peyser, or other one-stop partner staff who has been properly trained to provide this type of assistance and service. However, as described in UIPL No. 12-01, Outsourcing of Unemployment Compensation Administrative Functions, and further explained in UIPL No. 12-01, Change 1, Outsourcing of Unemployment Compensation Administrative Functions -- Claims Taking, only merit staff may, in person at one-stop centers or remotely, answer questions, provide advice, or make decisions that could affect claimants' UI eligibility.

Partner Services

- Provides American Job Center Partner cross-training on the Maryland Workforce Exchange. Partners are trained on MWE Activity History/Service Plan pages to allow follow up on their customers' activity history, and instituting service plans with DWDAL

Trade Act of 1974, Title II, Chapter 2, as amended

- Advise each worker who applies for unemployment insurance of all the benefits available under Trade and the procedures and deadlines for applying for such benefits.
- Ensure all eligible TAA participants are co-enrolled in the WIOA Dislocated worker program.
- Facilitate the early filing of petitions for any workers that are likely to be eligible for benefits under the Trade Act.
- Advise each adversely affected worker to apply for training before, or at the same time, the worker applies for trade readjustment allowances
- Perform outreach to affected workers, intake of, and orientation for adversely affected workers and adversely affected incumbent workers covered by a certification
- Employment and case management services (To Include: Trade application in the Maryland Workforce Exchange, individual employment plan, labor market information, follow up activities, benchmarks, etc.)
- Participates in Rapid Response activities, as directed by the state Dislocated Worker Unit.

Migrant and Seasonal Farmworkers

- Implementing and sustaining a Farmworker Outreach Program

- Providing Farmworkers notification of available ES services and workers' rights
- Facilitating the Agricultural Job Order Clearance Process
- Sustaining the Monitor Advocate System
- Collecting information about farmworker needs, characteristics, and concerns to improve the provision of services to farmworkers;
- Collaborating with a broad range of stakeholders, including community- and employer-based organizations;
- Producing annual service assessments and analyses to promote a better understanding of services to farmworkers and to highlight special efforts and accomplishments by states in serving them; and,
- Ensuring that all legal protections are afforded to farmworkers and that their complaints are promptly resolved.

Veteran Services, U.S.C. Title 38, Code 41

- In order to realign Disabled Veteran Outreach Program (DVOP) Specialists' roles, the United States Department Of Labor is directing that DVOP Specialists must limit their activities to providing services to eligible veterans and eligible spouses who: a. meet the definition of an individual with a Significant Barrier to Employment (SBE), or b. are members of a veteran population identified by the Secretary under 38 U.S.C. 4103A(a)(1)(C) as eligible for DVOP services.
- Ensure Veterans and eligible spouses receive Priority of Services (POS) in the American Job Center. This POS results in access to employment, training, and placement services at the front of the line ahead of other persons not eligible for priority of service.
- Local Veteran Employment Representatives conduct outreach to businesses in order to engage in advocacy with talent acquisition representatives to increase employment opportunities for veterans.
- The Disabled Veterans Outreach Program offers outreach in community venues in order to make veterans aware of services available

Senior Community Services Employment Program (SCSEP)

In conjunction with the Older Americans Act (42 USC 3056, et seq.) as amended through Public Law 116-131 (March 25, 2020) and WIOA Title III Wagner-Peyser, the American Job Center partners and MD DOL SCSEP staff facilitate enrollment of unemployed seniors, age 55 and older, seeking employment based training.

- Eligibility is based on the Health and Human Services poverty guidelines of multiplying the appropriate base poverty guideline by 125 percent (or 1.25) to convert the poverty guidelines to "low income" as defined in Section 518(a)(3)(A) OAA, 42 USC § 3056p(a)(3)(A).
- Additional eligibility guidelines include most-in-need measures of disability, homelessness or risk of, low employment prospects, Veterans, the formerly incarcerated, or on supervision from release within 5 years of initial eligibility determination among other factors.

- Participants are placed in on-the-job training with partner 501(c)3 host agencies. Placement is based on experience and goal-oriented employment.

SCSEP staff:

Facilitate SCSEP intake and orientation with enrollment in the Maryland Workforce Exchange with general case management;

Develop Individual Employment Plans

- Conduct annual re-certifications of Participants based on eligibility guidelines;
- Conduct annual re-certifications of partner host agencies;
- Facilitate training opportunities, interviews and placements of enrollees with potential hosts;
- Provide Workday payroll training;
- Follow-up services of unsubsidized employment for fifteen (15) months following exit;
- Refers Participants to the WIOA system partners as appropriate.

WIOA Title IV, Division of Rehabilitation Services

The Maryland State Department of Education's Division of Rehabilitation Services (DORS), in accordance with 29 U.S.C. 721(a)(11) will provide the following services to youth and adults with disabilities:

- Provide intake, orientation, and assessments for disabled job-seekers;
- Promote employment of persons with disabilities;
- Based on a comprehensive assessment of an individual's disabilities, determine an individual's eligibility for services in accordance with the Division's Order of Selection criteria;
- Develop an Individualized Plan for Employment;
- Provide guidance and counseling, physical restoration, and training to eligible persons with disabilities;
- Provide follow-up services to enhance job retention;
- Provide other vocational rehabilitation services as may be available and appropriate;
- Provide Pre-Employment Transition Services for students with disabilities, as defined by WIOA;
- Provide Supported Employment Services for youth and adults with disabilities as defined by WIOA;
- Provide independent living services to enhance the capacity of persons with disabilities to live unaided in the community;
- Provide performance information as required by WIOA;
- Provide cross-training of workforce staff on disability related issues;
- Provide technical assistance on disability related issues and assistive technology;
- Engage employers through the Division's Business Services Representatives;
- Work in a collaborative manner to coordinate services among the Workforce Partners for youth and adults with disabilities.

Perkins V: Post-Secondary

Chesapeake College is the Perkins V Post-Secondary Partner in the Upper Shore Workforce Area. Information and referral to Perkins V services at Chesapeake College (Wye Mills) and Chesapeake College (Cambridge) will be provided through American Job Center access to the Chesapeake College website, email, phone, and print media.

Basic Career Services

- Assessment of skill levels
- Job search assistance
- Career counseling
- Workforce, employment, and labor market information
- Financial Aid assistance for training and education programs not provided under WIOA

Individual Career Services

- Specialized assessments related to training programs
- Academic advising
- Career Planning
- Internships and clinical learning
- Workplace preparation activities

Training Services

- Training options listed on Eligible Training Provider List
- Skills upgrading
- Incumbent Worker training

County Departments of Social Services (TANF-DSS)

- Eligibility determination for Temporary Assistance for Needy Families (TANF)
- Services that maximize access to and use of life management skills and eliminate barriers to employment for those job seekers receiving TANF grants
- Facilitation of eligibility determination for the Child Care Scholarship (CCS) program by forwarding CCS applications to the MD State Department of Education (MSDE) for processing

MAC, Inc. Senior Community Services Employment Program (SCSEP)

- Provide Employment and Training connections for the older Most In Need job seeker, including outreach, intake to determine eligibility, and orientation sessions for those interested in obtaining a training grant. Eligible participants learn, work, and serve others while receiving job related training in preparation for unsubsidized employment.

- Provides Case Management and Supportive Services to participants in SCSEP training programs.
- Refers Participants to the WIOA system partners as appropriate

Upper Shore Workforce Investment Board

- A. The American Job Center Partners In the local Area offer customers a wide variety of career development. The Partners commit to:
 1. Ensure that the needs of workers, youth, and Individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the American Job Center system.
 2. Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program, available.
 3. Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access and requiring that all funds be spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.
 4. Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.
- B. Accessibility
 1. The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.), on the basis of disability under Section 174 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.), on the basis of sex under Title IX of the Education Amendments of 1972 (20U.S.C. Section 1681, et. seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et. seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.
 2. (1) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national

origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

3. (1) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA
4. The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or will be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
5. The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, or the status of the individual as a participant.
6. The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

VI. Referral Arrangements

The current method for referring individuals to appropriate partner agencies is primarily informal and delivered through the provision of information about programs. While some agencies have a structured process for referrals, there is not a uniform method used by all partners. The partners commit to utilizing a referral process that provides a seamless "warm hand off" to American Job Center partners. Referral arrangements and processes will comply with the United States Department of Labor's Training and Employment Guidance Letter 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information" and Maryland Policy Issuance, PI 2019-04, "Privacy and Data Security".

VII. Resource Sharing Agreement

The purpose of the Resource Sharing Agreement (RSA) is to establish the terms and conditions of how the costs of the services and the operating costs of the American Job Center system will be funded, including funding of infrastructure costs of the Centers, funding of shared services, operating costs of the System, and the leveraging of in-kind contributions, as appropriate and pursuant to Section 121(h)(4) of WIOA.

The RSA is labeled as Attachment #1 and made a part of this MOU, is a more detailed breakout of DWDAL resources amongst the partners. Exhibit 2 is a more detailed breakout of DWDAL resources amongst the partners.

A. Cost Allocation Methodology

The Parties agree to the extent feasible to align individual agency resources to support workforce development systems integration, when and where appropriate. The shared costs, the allocation method, and each Party's share are identified in the attached RSA. When an entity is invoiced by the lease holder for an American Job Center location, the cost will be based on the square footage occupied by the entity.

B. In-Kind Arrangements

The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all the Parties and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. The details of In-Kind contributions are documented in the attached RSA.

C. RSA Fiscal Agent

The RSA Fiscal Agent is designated by all Parties to the RSA and is identified in the attached RSA Template(s).

D. American Job Center Shared Space:

Current leases for shared space are available from the entities listed below for the current American Job Center locations:

- Denton, MD: Caroline County Department of Social Services;
- Cambridge, MD: Chesapeake College Cambridge Center;
- Chestertown, MD: Upper Shore Workforce Investment Board;
- Centreville, MD: Queen Anne's County Department of Social Services;
- Easton, MD: the Maryland Department of Labor, Division of Workforce Development and Adult Learning.

VIII. Dispute Resolution Process

If an impasse should arise between the Parties regarding terms and conditions, performance, or administration of this MOU, Parties agree to first attempt to resolve any conflicts among

themselves. Should there be no resolution; the Parties agree to abide by the process identified within the Policy.

IX. Applicable Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with State or Federal requirements,

X. Confidentiality

A. All Parties expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information, including but not limited to 20 CFR Part 603; 45 CFR Section 205.50; Md. Code Ann., General Provisions §§4-307, 4-401 and 4-402; Md. Code, Lab. & Empl. § 8-625; COMAR 09.01.01, 09.33.01; 42 U.S.C. §503, 20 U.S.C. § 1232 (g); 34 CFR § 361.38; and 13A 11.06.01, as amended if amended. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

- A. Each Party will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information (PII) will be limited to purposes that support the programs and activities described in this MOU.
- B. Each Party will ensure that access to software systems and files under its control that contain personally Identifiable Information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- C. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

XI. Modification

The Parties agree to abide by the process for modification, as specified in the Policy. Modifications to this MOU must be in writing and signed by each Party.

To initiate a modification a Party requesting a modification must notify all other Parties of the requested modification in writing. Upon receipt of the required notice, the Local Board Chair shall ensure that any negotiations be resolved promptly. If the Parties cannot resolve the modification request in a manner acceptable to all parties the parties shall participate in the dispute resolution process pursuant to Section VIII of this MOU and as further described in the Policy.

XII. Termination

This MOU will remain in effect until the end date specified in Section I, unless:

- A. All Parties mutually agree to terminate this MOU prior to the end date.
- B. Federal oversight agencies charged with the administration of WIOA fail to appropriate funds or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.
- C. WIOA is repealed or superseded by subsequent federal law.
- D. Local area designation is changed under WIOA.
- E. A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any Party may request to terminate its inclusion in this MOU by following the modification process

Identified in Section XI and as outlined in the Policy.

XIII. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the other Parties.

XIV. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

XV. Fair Practices Certification

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

XVI. Assurances of Non-Discrimination and Equal Opportunity in Agreements Funded by the U.S. Department of Labor

The Parties specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.

XVII. Drug and Alcohol-Free Workplace

The Parties certify they will comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 29 CFR 98, Subpart F.1.

XVIII. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) and 29 C.F.R. Part 93. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law.

XIX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 29 C.F.R. Part 180.

XX. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I adult program.

XXI. Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502.

XXII. Human Trafficking

Each Party certifies that it complies with Executive Order 13333 that requires termination without penalty of the MOU if a sub-grantee, contractor, or subcontractor engages in human trafficking.

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06, 19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.

XXIV. Indemnification and Liability

To the extent permitted by Maryland law and the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the other parties' performance or operation of this MOU.

XXV. Signatures

IN WITNESS THEREOF, and in accordance with the Policy, the undersigned have executed this Memorandum of Understanding on or before the date set forth herein. By signing this document, each individual signing this MOU on behalf of a given Partner hereby certifies that he/she has the legal authority to bind said Partner to the terms of this MOU. This MOU may be executed in counterparts each being considered an original.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

MOU Attachment <u>#1</u>	
Local Workforce Development Area:	Upper Shore AJC partners
	CL, DO, KE, QA, TA

Start/End Date:	<u>7/1/2023</u>	to	<u>6/30/2025</u>
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Fiscal Agent: See County Tabs	
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PARTNERS

				Required Partner #1:	Required Partner #2:	Required Partner #3:	Required Partner #4:	Required Partner #5:	Required Partner #6:	Required Partner #7:	Required Partner #8:	Additional Partner #9:	Additional Partner #10:	Totals
Upper Shore Resource Sharing Agreement		Report Date:	<u>7/1/2023</u>	WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III: Wagner Peyser	WIOA Title IV DOORS	TRADE: Labor	Jobs for Veterans State Grants	UI: Labor	TANF-DSS	SCSEP	Partners V Post Secondary	
CFDA#				17.258, 17.259, 17.278	84.002	17.207	84.126	17.245	17.801, 804	17.225	91.558	17.235	84.048	
Allocation Method:	Square Footage			109 s.f.	109 s.f.	4422 s.f.	270 s.f.	In kind	In kind	In kind		237 s.f.		
Shared Expenses: Infrastructure														
	Rent			\$ 13,075	\$ 5,417	\$ 66,120	\$ 2,678	\$ 270	\$ 2,160		\$ 26,068	\$ 3,125	\$ 6,711	\$ 125,624
	Utilities			\$ 775	\$ -	\$ 10,101	\$ -	\$ 54	\$ 380		\$ 1,972	\$ -	\$ -	\$ 13,282
	Telephone and Fax			\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 4,248	\$ -	\$ -	\$ 6,248
	Maintenance			\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,674	\$ -	\$ -	\$ 6,824
	Security Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,920	\$ -	\$ -	\$ 25,920
	Web Hosting			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Internet			\$ 1,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,506	\$ -	\$ -	\$ 6,731
	Signage			\$ 500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses: Resources				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Copiers			\$ -	\$ -	\$ 3,630	\$ -	\$ -	\$ -	\$ -	\$ 3,517	\$ -	\$ -	\$ 7,147
	Supplies			\$ 6,100	\$ -	\$ 3,030	\$ -	\$ -	\$ -	\$ -	\$ 3,980	\$ -	\$ -	\$ 13,110
	Fax Machines			\$ -	\$ -	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ 319	\$ -	\$ -	\$ 1,369
	Cell Phone			\$ -	\$ -	\$ 980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 980
	Computers	Title IV In Kind		\$ 6,000	\$ -	\$ 12,816	\$ 8,198	\$ -	\$ -	\$ -	\$ 924	\$ -	\$ -	\$ 27,938
	Software			\$ -	\$ -	\$ 2,005	\$ -	\$ -	\$ -	\$ -	\$ 399	\$ -	\$ -	\$ 2,404
	Subscriptions			\$ -	\$ -	\$ 2,750	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 3,550
	Language Line			\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 681	\$ -	\$ -	\$ 781
	Professional Development			\$ 15,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 866	\$ -	\$ -	\$ 18,866
	Other: Assesment Instruments			\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 234	\$ -	\$ -	\$ 534
	Other: Smart board			\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses: Staff Services				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
One Stop Operator				\$ 42,000	\$ -	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,400
Resource Staff				\$ 152,750	\$ -	\$ 118,984	\$ 20,968	\$ 1,312	\$ 25,380	\$ -	\$ 24,680	\$ -	\$ -	\$ 344,074
One-Stop Mgr/ US LEA				\$ 24,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,393	\$ -	\$ -	\$ 296,943
Supervisor				\$ 36,615	\$ -	\$ 23,888	\$ -	\$ -	\$ -	\$ -	\$ 70,293	\$ -	\$ -	\$ 130,796
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Value Added By Partner				\$ 298,740	\$ 5,417	\$ 262,654	\$ 31,844	\$ 1,636	\$ 27,920	\$ -	\$ 449,474	\$ 3,125	\$ 6,711	\$ 1,087,521

Payment Recap

American Job Center

Due from Partner to USWIB Kent County: Chestertown

Due from Partner to MD Labor Talbot County: Easton

Total Invoiced and Paid By Partner

Invoices are based on square footage used in Kent and Talbot

See the "K" and "T" tab

Title I	Title II	Title IV	TANF	SCSEP	Total
	\$ 2,709	\$ 2,678.00	\$ 1,937	\$3,125	\$ 7,054
\$ 2,870	\$ 2,709				\$ 5,849
\$ 2,870	\$ 5,418	\$ 2,678	\$ 1,937	\$3,125	\$ 12,903
MD Labor:	MD Labor:	MD Labor:		MD Labor:	
Invoice	Invoice	Invoice		Invoice	
USWIB	USWIB		USWIB		
for	for		for		
Title I	Title II		TANF-DSS		

MOU ATTACHMENT NO:	#2
Local Workforce Development Area:	Upper Shore
Location:	All counties

Start/End Date:	7/1/2023	to	6/30/2025
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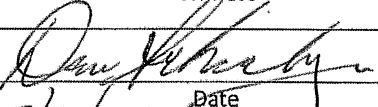
Fiscal Agent:		Maryland Labor: Director of Field Operations			Required Partner #1:	Required Partner #2:	Required Partner #3:	Required Partner #4:	Required Partner #5:	Required Partner #6:	Required Partner #7:	Required Partner #8:	Required Partner #9:	Required Partner #10:	Totals
			Report Date:	7/1/2023	WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III: Wagner Peyser	WIOA Title IV DORS	TRADE: Labor	Jobs for Veterans State Grants	UI: Labor	TANF DSS	SCSEP	Perkins V	
CFDA #					17.258,259,278	84.002	17.207	84.126	17.245	17.801,804	17.225	93.558	17.235	84.048	
Allocation Method:		Square Footage	14.25/sq ft		109 sq ft	109 sq ft	4422 sq ft	20 sq ft	In Kind	In Kind	In Kind	In Kind	237 sq ft	In Kind	
Shared Expenses: Infrastructure															
		Rent			\$ 2,870	\$ 2,709	\$ 66,120	\$ 270	\$ 270	\$ 2,160			\$ 3,125		\$ 77,524
		Utilities					\$ 10,101		\$ 54	\$ 380					\$ 10,535
		Telephone/Fax					\$ 2,000								\$ 2,000
		Maintenance													\$ -
		Security Services													\$ -
		Web Hosting													
		Internet													\$ -
		Signage				\$ 2,500									
Expenses: Resources															
		Copiers				\$ 400	\$ 3,230								\$ 3,630
		Supplies			\$ 60	\$ 245	\$ 5,725								\$ 6,030
		Fax Machines					\$ 1,050								\$ 1,050
		Cell Phone				\$ 980									\$ 980
		Computers	Title IV In Kind			\$ 2,100	\$ 10,716								\$ 12,816
		Software					\$ 2,005								\$ 2,005
		Subscriptions				\$ 2,500	\$ 250								\$ 2,750
		Language Line			\$ 100										\$ 100
		Professional Development			\$ 3,000										
		Other:Assesment Instruments				\$ 300									
		Other IT Support													
		Other: Smart Board					\$ 1,000								
Expenses: Staff Services															
One Stop Operator					\$ 8,400										\$ 8,400
Resource Staff					\$ 57,272	\$ 49,891		\$ 9,221	\$ 1,312	\$ 25,380		\$ 2,600			\$ 145,676
One Stop Manager US LEA															\$ -
Supervisor					\$ 12,277	\$ 11,611						\$ 814			\$ 24,702
Total Value Per Partner				\$ -	\$ 83,979	\$ 73,236	\$ 102,197	\$ 9,491	\$ 1,636	\$ 27,920	\$ -	\$ 3,414	\$ 3,125	\$ -	\$ 304,998

Due from Partner to MD Labor	\$ 2,870	\$ 2,709	\$ 270	\$ 5,849
Total Invoiced and Paid by Partners	\$ 2,870	\$ 2,709	\$ 270	\$ 5,849

**Upper Shore Workforce Investment Board
Local Workforce Development Area
Memorandum of Understanding**

2023-2025

Title I

Dan Schneckenburger	Daniel Lessard
Witness	Name
	
5/31/23 Date	Signature
Executive Director	President, Upper Shore Workforce Investment Board
Legal Sufficiency (if required)	Title

Upper Shore Workforce Investment Board
 Local Workforce Development Area
 Memorandum of Understanding

2023-2025

Title II

Title III

Unemployment Insurance

Jobs for Veterans State Grant

Migrant and Seasonal Farmworkers

Trade Act

Senior Community Service Employment Program

<i>Jason Mathias Cohen</i>	Portia Wu
Witness	Name
<i>[Signature]</i>	<i>[Signature]</i>
Date	Signature
<i>5/24/23</i>	Secretary, Maryland Department of Labor
Legal Sufficiency (if required)	Assistant Attorney General
<i>Debra Guffert</i> 5/22/23	

Upper Shore Workforce Investment Board
Local Workforce Development Area
Memorandum of Understanding

2023-2025

Local Elected Official Concurrence

Kent County Commissioners

	Commissioner Ronald H. Fithian
Witness	Name
<i>Joneya Thomas</i>	<i>Ronnie Fithian</i>
Date	Signature
<i>6/13/23</i>	President
Legal Sufficiency (if required) Reviewed for Form and Legal Sufficiency	Title



Maryland Department of Assessment and Taxation
6/13/2023
County Commissioners Meeting

Item Summary:

Constant Yield Tax Rate Notice

ATTACHMENTS:

Description

05.23.23 Maryland Department of Assessments and Taxation Constant Yield Rate Notice

Form CYTR #2

Date: February 14, 2023
To: All Taxing Authorities
From: Michael Higgs, Director
Re: Department Notification – Constant Yield Tax Rate Notice

Please complete this form and return at the appropriate time as indicated to:

Department of Assessments and Taxation
Attention: Zachary Grisard, Area Supervisor
300 W. Preston Street, Room 605
Baltimore, Maryland 21201
zachary.grisard@maryland.gov

Please choose one of the following actions:

- ☐ 1. The taxing authority has established a tax rate **not in excess of the Constant Yield Tax Rate** and will respond to the Department **within 15 days of when the tax rate was set.**
- ☒ 2. The taxing authority plans to exceed the Constant Yield Tax Rate and will provide the Department with a copy of the entire page containing the notice from the published newspaper or a copy of the dated notice that was mailed to each property taxpayer **within 15 days of either the date of the newspaper advertisement or the date the notice was mailed to each property taxpayer.**
- ☐ 3. The taxing authority plans to exceed the Constant Yield Tax Rate. However, they are exempt from Section 6-308 of the Tax-Property Article and will respond to the Department **within 15 days of when the tax rate was set.**

Taxing Authority: Kent County
County OR Municipality and the County in which it is incorporated

Tax Rate as of July 1, 2023: \$ 1.022

Name & Position: Ronald H. Fithian, President

Signature: Ronnie Fithian

Date: May 23, 2023

Phone: 410-778-7456

E-Mail Address: pmerritt@kentgov.org



Procedures For Public Comment 6/13/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

06.13.23 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
June 13, 2023**

NAME (please print)	ADDRESS	TOPIC
George D. DeK	31538 River RX RD	Building on Millington
Wayne Wallerby	31855 RIVER AVE RD	MILLINGTON.
Owen Bailey	212 Birch	Millington.
Michael Bittling	209 Birch Kn	millington
Grant Giel	600 Washington Ave. Suite 202 Towson, MD 21204	ZTA



Contingency and Use of Fund Balance Report 6/13/2023 County Commissioners Meeting

ATTACHMENTS:

Description

6-6-2023 Commissioner Report Contingency

CONTINGENCY					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
6/14/22	Upper Shore Aging	\$ 15,000	To secure a grant funded prgram		
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase		
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes		
9/6/22	Kent Ag Center, Inc.	7,385	Kent Ag Center-Pavilion Roof		
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work		
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project		
9/6/22	Kent Ag Center, Inc.	1,000	Kent Aq Center-asbestos assessment report of two buildings at Kent Aq Center		
9/27/22	Kent Ag Center, Inc.	1,625	Kent Aq Center-asbestos assessment report of two buildings at Kent Aq Center		
12/13/22	Office of Finance	28,275	Central Square Pavments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable		
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole		
2/28/23	Commissioners Office	14,000	Greenwill Consulting Group, Inc. Contract costs \$33,000, remainder of contract in FY24		
2/28/23	Office of Finance	3,465	Central Square Payments-3rd module \$2340 Paymentus-5 devices @ \$1125 ea		
3/8/23	Water & Wastewater Fund	6,850	Fairlee Water Plant-replacement of water treatment filter media		
3/14/23	Parks and Recreation	23,640	Millington pool replaster		
3/14/23	Parks	4,500	Fencing around Granarvy Building		
4/4/23	The Chestertown Tea Party	10,000	Wi-Fi assistance for The Chesterown Tea Party festival		
-	-	-			
-	-	-			
-	-	-			
-	-	-			
-	-	-			
-	-	-			
-	-	-			
TOTAL		<u>\$ 200,281</u>			
BEGINNING CONTINGENCY BUDGET		\$ 400,000			
ENDING CONTINGENCY BALANCE		<u>\$ 199,719</u>			
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
07/01/2022	State Attorney's Office	8,000	Increase in State Attorney's Salary		
07/01/2022	Sheriff's Office	6,400	Increase in Sheriff's Salary		
09/20/2022	Detention Center	16,794	Opioid Use Disorder (OUD) Treatment Initiative. additional costs of employee benefits.		
11/15/2022	Water & Wastewater Fund	71,672	Utility Tech position-salary and benefits		
12/13/2022	Emergency Medical Service	152,794	EMT (2) positions-salary and benefits		
12/13/2022	Office of Finance	19,172	Central Square Payments, Web Enablement Fusion, Click2Gov Tax & CIS, Accounts Receivable		
02/14/2023	Human Resources	96,883	New HR Coordinator position		
TOTAL		<u><u>\$ 371,715</u></u>			
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					



Jim Miller, Director, Human Resource Department
6/13/2023
County Commissioners Meeting

Item Summary:

Personnel

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



Shelley Heller, County Administrator
6/13/2023
County Commissioners Meeting

Item Summary:

Potential Business

Statutory authority to close session General Provisions Art. § 3-305(b) (4) To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.