THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

March 29, 2023

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

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

Public Notices

Worton/Betterton Kent County Enterprise Zone Designation Application

Consent Items

#1 - Regular Session Minutes, March 14, 2023

#2 - Liquor Minutes, March 14, 2023

#3 - Closed Session Minutes, March 14, 2023

#4 - Maryland Department of Agriculture
Mosquito Control Program

#5 - Main Street Rock Hall, Raffle Only, August 12, 2023

#6 - Main Street Rock Hall, Raffle Only, August 13, 2023

Special Class C Licenses

United Way of Kent County, Beer and Wine, April 1, 2023

Sultana Education Foundation, Beer and Wine, April 7, June 2, August 4, September 1, and October 6, 2023

Sultana Education Foundation, Beer, Wine, and Liquor, May 5, 2023

County Attorney

Thomas N. Yeager, County Attorney
Public Hearing Protocols

Public Hearing

Bill Mackey, Director, Planning, Housing and Zoning
Second Reading (Public Hearing) of Code Home Rule Bill 1-2023

AN ACT to delete the contents of Chapter 178 *Erosion and Sediment Control*, Chapter 182 *Floodplain Management*, Chapter 185 *Forest Conservation*, and Chapter 215 *Subdivision of Land* in the Public Local Laws of Kent County, Maryland, and to indicate that these Chapters are "Reserved" to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 *Zoning* of said Public Local Laws by adopting the Kent County Land Use Ordinance as a unified development ordinance.

Appointments

Dennis Hickman, Sheriff, Kent County Sheriff's Office

Virtual Reality Training Simulator Purchase

Departmental Appointments

Captain Wallace and Officer Stickland, Kent County Detention Center

Request To Transfer Funds

Wayne Darrell, Director, Emergency Services

Motorola Invoice

Wayne Darrell, Director, Emergency Services

Motorola Annual Software Upgrades and System Monitoring Services

Penny Young-Carrasquillo, Grants Manager, and Bryan DiGregory, State's Attorney, State's Attorney Office

Kent County Comprehensive Recidivism Reduction Project

Penny Young-Carrasquillo, Grants Manager

Kent County Sheriff's Office Equipment Grant Application

Penny Young-Carrasquillo, Grants Manager

Kent County Law Enforcement Accountability Initiative

Penny Young-Carrasquillo, Grants Manager

FY2023 Police Accountability, Community, and Transparency Grant (PACT) Surplus Funding, Sheriff’s Office

Penny Young-Carrasquillo, Grants Manager

FY2023 Police Accountability, Community, and Transparency (PACT) Surplus Funding

Bill Mackey, Director, Planning, Housing and Zoning

Fair Housing Month Proclamation

Bill Mackey, Director, Planning, Housing and Zoning

2023 Maryland Department of Transportation Priority Letter

Bill Mackey, Director, Planning, Housing and Zoning

Stabilization and Landscaping of Rigbie Slope at Betterton Beach

Patricia Merritt, Chief Finance Officer, Office of Finance

Financial Advisor Procurement

Human Resources Director

Public Works - Water and Wastewater

Utility Technician Vacancy

Kent Family Center

Child Development Teacher Vacancy

Jim Miller, Director, Human Resource Department

Parks and Recreation, Deputy Director Vacancy

County Attorney

Thomas N. Yeager, County Attorney

Cropland Lease Agreement Discussion

Thomas N. Yeager, County Attorney

Appeal Request

Public Works Director

Water and Wastewater Division

Sewer and Water Allocation Transfer Request

Parks

Contract Award

Kent Alcohol and Tobacco Enforcement KATE

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

21 or None Tobacco Campaign Results

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

Special Class "C" Per Diem License Issued

Letters for Signature

Historic Preservation Commission

Thank You Letter

Bryan Mroz, Acting Deputy Secretary of Operations, Maryland Department of Health and Mental Hygiene

Thank You Letter

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Hope Clark, Executive Director, United Way of Kent County

Letter of Support

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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

Worton/Betterton Kent County Enterprise Zone Designation Application
3/29/2023
County Commissioners Meeting

Item Summary:

ATTACHMENTS:

Description

04.04.23 Notice of a Joint Public Hearing, County Commissioners and Town of Betterton

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

NOTICE OF A JOINT PUBLIC HEARING

Notice is hereby given that the County Commissioners of Kent County and the Town of Betterton will hold a public hearing on April 4, 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 purpose of the hearing is to obtain citizen input on a Joint Application by the County Commissioners of Kent County and the Town of Betterton for an Enterprise Zone Designation.

The agenda will be published at kentcounty.com/commissioners/meeting-agenda 24 hours in advance of the hearing. 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 March 31, 2023.

The Worton/Betterton Kent County Enterprise Zone Designation Application and supporting documentation are available for review on the County's website at https://www.kentcounty.com/business/business-support/incentives/tax-credits/304-enterprise-zone. Contact Jamie Williams, Director of Economic and Tourism Development at 410-810-2168 or jlwilliams@kentgov.org for further information.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 03/23/23

#1 - Regular Session Minutes, March 14, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, March 14, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Closed Session Minutes, March 14, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:
Description

#4 - Maryland Department of Agriculture
3/29/2023
County Commissioners Meeting

Item Summary:
Mosquito Control Program

ATTACHMENTS:

Description

03.29.23 Maryland Department of Agriculture Office of Plant Industries and Pest Management Mosquito Control Proposed Budget FY2024 Settlement

PROPOSED BUDGET
KENT COUNTY-MOSQUITO CONTROL
CALENDAR YEAR 2023
(FY 2024 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Integrated Mosquito Management County-wide Surveillance/Larvicide	None	$7,800	$5,200	$13,000
Adult Mosquito Surveillance and Control	$16,000	$16,500	None	$32,500
Total	$16,000	$24,300	$5,200	$45,500

APPROVED BY COUNTY:

Ronald Fithian, President
Name/Title

Ronnie Fithian
Signature

3/29/23
Date

APPROVED BY STATE:

Kevin Conroy, Assistant Secretary
Name/Title

Signature

Date

#5 - Main Street Rock Hall, Raffle Only, August 12, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

Main Street Rock Hall, Raffle Only, August 12,2023, Application

Permit# 4-2023

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Main Street Rock Hall

Address of Organization: PO Box 45 Rock Hall MD 21661

Telephone: (443) 465-0681

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? (Yes) No

Tax Exempt Number: 83-2278471

Person responsible for complying with permit regulations and requirements:

Name: Laurie Walters

Address: PO Box 45 Rock Hall MD 21661

E-Mail: lewalte1@yahoo.com

Telephone: (443) 465 0681

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

Location address of fund-raising affair: Townside Rock Hall
Pirate Ball @ Watermans
Crab House, Rock Hall

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

Date(s) of fund-raising: May 19 - August 12th 2023

Date and Time of Drawing: August 12th 2023 Begin at: 10 pm End at: 10:15 pm

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

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

Signature of person completing this application: Laurie E Walters

Please Select One:

( ) Pick Up

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

RECEIVED
MAR 15 2023
By

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

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

(✓) Raffles	( ) Chance books	( ) Paddle Wheels
( ) Wheels of fortune	( ) Card games	( ) Lotteries

( ) Other _____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? (Yes) No

If no, please explain circumstances:

_____

_____

_____

_____

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

Is the organization a religious organization? Yes (No)

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

Where are services conducted and how often? N/A

_____

_____

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

100 % Civic _____ % Charitable _____ % Educational

Name, address, and telephone number of person completing application:

Laurie Walters
PO Box 45
Rock Hall MD 21661
(443) 465-0681

Signature of person completing application: Laurie E Watt

#6 - Main Street Rock Hall, Raffle Only, August 13, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

Main Street Rock Hall, Raffle Only, August 13, 2023, Application

Permit# 5-2023

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Main Street Rock Hall

Address of Organization: PO Box 45 Rock Hall MD 21661

Telephone: (443) 465-0681

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? (Yes) No

Tax Exempt Number: 83-2278471

Person responsible for complying with permit regulations and requirements:

Name: Laurie Watters

Address: PO Box 45 Rock Hall MD 21661

E-Mail: lewalte1@yahoo.com

Telephone: (443) 465-0681

Type of permit sought: (✓) Raffle Only 50/50 ( ) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Townwide - Rock Hall
Empty Lot @ 5767 Main Street
"Pirate's Cove Stage"

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

Date(s) of fund-raising: May 19 - August 13, 2023

Date and Time of Drawing: August 13th 2023 Begin at: 3pm End at: 3:15 pm

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

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

Signature of person completing this application: Laurie E Watters

Please Select One:

( ) Pick Up

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

RECEIVED
MAR 15 2023
By JCT

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

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

(✓) Raffles	( ) Chance books	( ) Paddle Wheels
( ) Wheels of fortune	( ) Card games	( ) Lotteries

( ) Other_____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? (Yes) No

If no, please explain circumstances:

_____

_____

_____

_____

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

Is the organization a religious organization? Yes (No)

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

Where are services conducted and how often? N/A

_____

_____

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

100 % Civic _____ % Charitable _____ % Educational

Name, address, and telephone number of person completing application:

Laurie Walters
PO Box 45
Rock Hall MD 21661
(443) 465-0681

Signature of person completing application: Laurie E Watt

United Way of Kent County, Beer and Wine, April 1, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

United Way of Kent County Special Class C (Per Diem) Application

#4805

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

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

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

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

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

United Way of Kent County

Address 114 S. Lynchburg St, Suite B, Chestertown, MD 21620

Type of Function Fundraising Bocce Tournament

Location of Function Wilmer Park

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) April 1, 2023. Begin at: 12pm End at: 6pm and the applicant tenders herewith the sum of ($ 15 Per Diem) ($ 15) in payment for the license.

Please Select One:
(✓) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Delia Shoge — Kent
Name — Residence
7 years — President — (863) 660-4751 — Delia Shoge
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Delia Shoge 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.

Michaela Macey Crawford expires 04/03/2026 (SEAL)

Michaela Macey Crawford Notary Public Kent County, MD

(2) Susan Storm — Kent
Name — Residence
4 years — Board Member — (610) 246-1759 — Susan Storm
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Susan Storm 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.

Michaela Macey Crawford expires 04/03/2026 (SEAL)

Michaela Macey Crawford Notary Public Kent County, MD

(3) Hope Clark. — Kent County.
Name — Residence
16 years — Executive Director. — 410-778-3195 — H. Clark
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 8th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Hope Clark 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.

Michaela Macey Crawford expire 04/03/2026 (SEAL)

Michaela Macey Crawford Notary Public Kent County, MD

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 Ingersoll Signature (s)

W. S. INGERSOLL Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 2nd day of March, 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.

Lynda Thomas

(SEAL)

LYNDA L. THOMAS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

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. United Way of Kent County

Address 114 S. Lynchburg St. Suite B, Chestertown, MD

Name Nina Fleegle (Please Print) Phone # 4107782991

N. Fleegle (Signature) Date 3/2/23

RECEIVED
MAR 14 2023
By

Sultana Education Foundation, Beer and Wine, April 7, June 2, August 4, September 1, and October 6, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

4867 Sultana Education Foundation, Application

4869 Sultan Education Foundation, Application

4870 Sultana Education Foundation, Application

4871 Sultana Education Foundatrion, Application

4872 Sultana Education Foundation, Application

#48607

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, April 7, 2023
Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 15 Per Diem) ($ 15) in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Elizabeth Schmeltz — 7101 Pomona Rd. Chestertown, MD 21620
Name — Residence

24 years — Dir. Public Programs — 410/778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

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(2) Chris Cerino — 104 E. Campus Ave.
Name — Residence

30 years — Vice President — 410/778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

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(3) Dan D. McMullen — 211 N. WATER ST. Chestertown MD.
Name — Residence

30 yrs — President — 410-778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared DAN D McMULLEN the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are made to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd (SEAL)

F. MARIE TODD MY COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 31, 2023 KENT COUNTY, MD

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

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

_____ Signature (s)

E. P. Schmeltz Print Name

STATE OF MARYLAND, County Of Kent :

THIS CERTIFIES, that on the 15TH day of March, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared _____ E. P. Schmeltz and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. _____

(SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

#4867

The Board of License Commissioners of Kent County

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. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz (Please Print) Phone # 410/778-5954

E.P.S. (Signature) Date 03/10/2023

#48669

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, June 2, 2023
Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($15 Per Diem) ($15) in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Elizabeth Schmeltz — 7101 Pomona Rd. Chestertown, MD 21620
Name — Residence

24 years — Dir. Public Programs — 410/778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(2) Chris Cerino — 104 E. Campus Ave.
Name — Residence

30 years — Vice President — 410/778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(3) Dan D. McMullen — 211 N. WATER ST. Chestertown MD.
Name — Residence

30 yrs — President — 410-778-5954 — [signature]
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared DAN D. MCMULLEN 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

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.

E P _____ Signature (s)

E.P. Schmeltz _____ Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 15th day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared E. P. Schmeltz and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. F Marie Todd

(SEAL)

F. MARIE TODD
NOTARY PUBLIC
KENT COUNTY, MD
MY COMMISSION EXPIRES DECEMBER 31, 2023

#4869

The Board of License Commissioners of Kent County

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. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz (Please Print) Phone # 410/778-5954

E.P.S. (Signature) Date 03/10/2023

#4870

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, Aug 4, 2023.
Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 15 Per Diem) ($15)
in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Elizabeth Schmeltz 7101 Pomona Rd. Chestertown, MD 21620
Name Residence
24 years Dir. Public Programs 410/778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

(2) Chris Cerino 104 E. Campus Ave.
Name Residence
30 years Vice President 410/778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

(3) Dan D. McMullen 211 N. WATER ST. Chestertown MD.
Name Residence
30 yrs President 410-778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared DAN D McMULLEN 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

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.

E.D.

_____ Signature (s)

E.D. Schmeltz _____ Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 15th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared

E. P. Schmeltz and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. F Marie Todd

(SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

#4870

The Board of License Commissioners of Kent County

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. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz (Please Print) Phone # 410/778-5954

E.P.S. (Signature) Date 03/10/2023

#4871

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, Sept. 1, 2023
Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 15 Per Diem) ($ 15)
in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

#4871

9. Applicants

(1) Elizabeth Schmeltz 7101 Pomona Rd. Chestertown, MD 21620
Name Residence
24 years Dir. Public Programs 410/778-5554
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(2) Chris Cerino 104 E. Campus Ave.
Name Residence
30 years Vice President 410/778-5554
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(3) Dan D. McMullen 211 N. WATER ST. Chestertown MD.
Name Residence
30 yrs President 410-778-5554
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared DAN D. McMULLEN 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

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.

E.P. Schmeltz _____ Signature (s)

E.P. Schmeltz Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 15th day of March, 20 23 before the subscriber, a Notary of the State of Maryland, personally appeared _____

E. P. Schmeltz and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. F. Marie Todd

(SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

#4871

The Board of License Commissioners of Kent County

R. Clayton Mitchell, Jr.
Kent County Government Center
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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. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz Phone # 410/778-5954
(Please Print)

E.P.S.
(Signature) Date 03/10/2023

#4872

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, Oct. 6, 2023. Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 150 Per Diem) ($ 15) in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Elizabeth Schmeltz 7101 Pomona Rd. Chestertown, MD 21620
Name Residence
24 years Dir. Public Programs 410/778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

(2) Chris Cerino 104 E. Campus Ave.
Name Residence
30 years Vice President 410/778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

(3) Dan D. McMullen 211 N. WATER ST. Chestertown MD.
Name Residence
30 yrs President 410-778-5954
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023 before the subscriber, a Notary of the State of Maryland, personally appeared DAN D McMULLEN 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.

F Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 31, 2023 KENT COUNTY, MD

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

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

_____ Signature (s)

E.P. Schmeltz Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 15th day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared _____ E. P. Schmeltz and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. _____

(SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

#4872

The Board of License Commissioners of Kent County

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. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz (Please Print) Phone # 410/778-5954

E.P.S. (Signature) Date 03/10/2023

Sultana Education Foundation, Beer, Wine, and Liquor, May 5, 2023
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

4868 Sultana Education Foundation, Application

#4868

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:

Sultana Education Foundation

Address 200 S. Cross Street

Type of Function First Friday / Membership Drive

Location of Function 200 S. Cross Street

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

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

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

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

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

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

8. The license for which this application is made is to be for the following day(s) Friday, May 5, 2023. Begin at: 5:00 pm End at: 8:00 pm and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 25) in payment for the license.

Please Select One:
(X) Pick Up
( ) Mail Permit (will be mailed to above address)

9. Applicants

(1) Elizabeth Schmeltz — 7101 Pomona Rd. Chestertown, MD 21620
Name — Residence

24 years — Dir. Public Programs — 410/778-5454 — (Signature of Applicant)
Length of Residence in Kent Co. — Committee Title — Phone No.

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ELIZABETH SCHMELTZ 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(2) Chris Cerino — 104 E. Campus Ave.
Name — Residence

30 years — Vice President — 410/778-5454 — (Signature of Applicant)
Length of Residence in Kent Co. — Committee Title — Phone No.

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared CHRIS CERINO 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

(3) Dan D. McMullen — 211 N. WATER ST. Chestertown MD.
Name — Residence

30 yrs — President — 410-778-5454 — (Signature of Applicant)
Length of Residence in Kent Co. — Committee Title — Phone No.

STATE OF MARYLAND

This certifies, that on the 15TH day of MARCH, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared DAN D McMULLEN 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.

F. Marie Todd (SEAL)

F. MARIE TODD NOTARY PUBLIC KENT COUNTY, MD MY COMMISSION EXPIRES DECEMBER 31, 2023

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.

E P S _____ Signature (s)

E. P. Schmeltz _____ Print Name

STATE OF MARYLAND, County Of Kent :

THIS CERTIFIES, that on the 15TH day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared _____

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

WITNESS my hand and official seal. F. Marie Todd

(SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

#48468

The Board of License Commissioners of Kent County

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

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Name of organization, club, etc. Sultana Education Foundation

Address 200 S. Cross Street

Name Elizabeth Schmeltz (Please Print) Phone # 410/778-5954

E.P.S. (Signature) Date 03/10/2023

Thomas N. Yeager, County Attorney
3/29/2023
County Commissioners Meeting

Item Summary:
Public Hearing Protocols

ATTACHMENTS:

Description

03.29.23 Procedures for Testifying, Public Hearing, CHR Bill No. 1-2023

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

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

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

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

Rule 1. Please sign the "testimony log" if you desire to speak during the hearing(s).

Rule 2. All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.

Rule 3. Each person testifying will have three minutes for his/her remarks.

Rule 4. The Chair will maintain order via voice commands.

Rule 5. Stick to the issues at hand.

Written comments will be accepted until Friday, March 31, 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

Bill Mackey, Director, Planning, Housing and Zoning
3/29/2023
County Commissioners Meeting

Item Summary:
In 2002, with the adoption of the Kent County Land Use Ordinance, various freestanding chapters were absorbed into Chapter 222 *Zoning* in order to provide for a unified development ordinance for the County. Subsequently, the absorbed chapters were not deleted from the Public Local Laws. Over the years, this has caused confusion as the various Chapters outside of Chapter 222 were no longer kept current.

To avoid confusion and provide a single location for local laws, the attached Code Home Rule Bill proposes deleting the various chapters and marking them as "Reserved" in the Public Local Laws with notes to be inserted in the various Chapters similar to those notes currently found under Chapter 210 (Reserved) here.

This item is presented for Public Hearing only.

ATTACHMENTS:

Description

CHR Bill No. 1-2023 Erosion & Sediment Control, Flood Plain Management, Forest Conservation, Subdivision of Land PHN

Proposed Code Home Rule 1-2023

03.29.23 Testimony Log, Public Hearing, CHR Bill No. 1-2023

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

March 8, 2023
Legislative Session Day

Legislative Session Day
March 8, 2023

CODE HOME RULE
BILL NO. 1-2023

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

AN ACT to delete the contents of certain chapters of the Code of Public Local Laws of Kent County to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 Zoning of said Public Local Laws by the adoption of the Kent County Land Use Ordinance as a unified development ordinance, and to indicate that these Chapters are "Reserved". The chapters for which contents are to be removed are Chapter 178 Erosion and Sediment Control, Chapter 182 Floodplain Management, Chapter 185 Forest Conservation, and Chapter 215 Subdivision of Land.

A hearing will be held on March 29, 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, March 24, 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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 03/16/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 8, 2023 **Legislative Session Day**
Legislative Session Day **March 8, 2023**

CODE HOME RULE
BILL NO. 1-2023

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

AN ACT to delete the contents of Chapter 178 Erosion and Sediment Control, Chapter 182 Floodplain Management, Chapter 185 Forest Conservation, and Chapter 215 Subdivision of Land in the Public Local Laws of Kent County, Maryland, and to indicate that these Chapters are "Reserved" to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 Zoning of said Public Local Laws by adopting the Kent County Land Use Ordinance as a unified development ordinance.

THE COUNTY COMMISSIONERS OF KENT COUNTY

_____
Ronald H. Fithian, President

INTRODUCED, read first time, March 8, 2023, ordered posted and public hearing scheduled March 29, 2023, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 29, 2023. Reported favorably without amendments; read a second time and ordered to be considered on _____, 2023, a legislative session day.

A BILL ENTITLED CHR 1-2023 DELETE CHAPTERS 178, 182, 185, AND 215

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

Section 1.
The following Chapters are deleted in their entirety and the entries below are hereby substituted:

~~Chapter 178 Erosion and Sediment Control~~

~~Chapter 182 Floodplain Management~~

~~Chapter 185 Forest Conservation~~

~~Chapter 215 Subdivision of Land~~

CHAPTER 178 (RESERVED)

CHAPTER 182 (RESERVED)

CHAPTER 185 (RESERVED)

CHAPTER 215 (RESERVED)

Section 2.
Explanatory notes similar to those notes found under Chapter 210 (Reserved) are to be included by the editor of eCode360.

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

_____
Ronald H. Fithian, President

_____
Albert H. Nickerson, Member

_____
John F. Price, Member

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

TESTIMONY LOG

PUBLIC HEARING

March 29, 2023

CODE HOME RULE 1-2023
Erosion and Sediment Control, Flood Plain Management, Forest Conservation, Subdivision of Land

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

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39. _____

40. _____

Dennis Hickman, Sheriff, Kent County Sheriff's Office
3/29/2023
County Commissioners Meeting

Item Summary:
Virtual Reality Training Simulator Purchase

ATTACHMENTS:

Description

03.29.23 Sheriff’s Department and Axon Enterprise, Inc., Quote Q-459397-45000.666DF

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-459397-45000.666DF

Issued: 03/15/2023
Quote Expiration: 04/15/2023
Estimated Contract Start Date: 06/15/2023

Account Number: 445589
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
104 Vickers Dr 104 Vickers Dr Chestertown, MD 21620-3327 USA	Kent County Sheriff's Office - MD 104 Vickers Dr Chestertown, MD 21620-3327 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Finethy Phone: (602) 830-0397 Email: dfinethy@axon.com Fax:	Jim Culp Phone: (410) 778-2279 Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$37,694.59
ESTIMATED TOTAL W/ TAX	$37,694.59

Discount Summary

Average Savings Per Year	($32.16)
TOTAL SAVINGS	($160.80)

Payment Summary

Date	Subtotal	Tax	Total
May 2023	$37,694.59	$0.00	$37,694.59
Total	**$37,694.59**	**$0.00**	**$37,694.59**

Quote Unbundled Price:	**$37,533.79**
Quote List Price:	**$37,533.79**
Quote Subtotal:	**$37,694.59**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
20378	HTC FOCUS 3 VR HEADSET	1			$1,935.00	$1,935.00	$1,935.00	$0.00	$1,935.00
100128	TASER 7 INERT TRAINING HANDLE CLASS 2 LASER	1			$650.00	$650.00	$650.00	$0.00	$650.00
VRCK	VR Controller Kit	1			$2,083.23	$2,244.03	$2,244.03	$0.00	$2,244.03
A la Carte Software									
20370	FULL VR TASER 7 ADD-ON USER ACCESS	25	60		$21.70	$21.70	$32,550.00	$0.00	$32,550.00
A la Carte Warranties									
100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	49		$6.44	$6.44	$315.56	$0.00	$315.56
Total							**$37,694.59**	**$0.00**	**$37,694.59**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
VR Controller Kit	100126	AXON VR TACTICAL BAG	1	05/15/2023
VR Controller Kit	20296	VR TABLET	1	05/15/2023
VR Controller Kit	20297	VR TABLET CASE	1	05/15/2023
VR Controller Kit	20298	VR-ENABLED SIRT 115C CONTROLLER	1	05/15/2023
A la Carte	100128	TASER 7 INERT TRAINING HANDLE CLASS 2 LASER	1	05/15/2023
A la Carte	20378	HTC FOCUS 3 VR HEADSET	1	05/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	25	06/15/2023	06/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
VR Controller Kit	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	05/15/2024	06/14/2028
A la Carte	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	05/15/2024	06/14/2028

Payment Details

May 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	100128	TASER 7 INERT TRAINING HANDLE CLASS 2 LASER	1	$650.00	$0.00	$650.00
Year 1	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	$315.56	$0.00	$315.56
Year 1	20370	FULL VR TASER 7 ADD-ON USER ACCESS	25	$32,550.00	$0.00	$32,550.00
Year 1	20378	HTC FOCUS 3 VR HEADSET	1	$1,935.00	$0.00	$1,935.00
Year 1	VRCK	VR Controller Kit	1	$2,244.03	$0.00	$2,244.03
Total				**$37,694.59**	**$0.00**	**$37,694.59**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

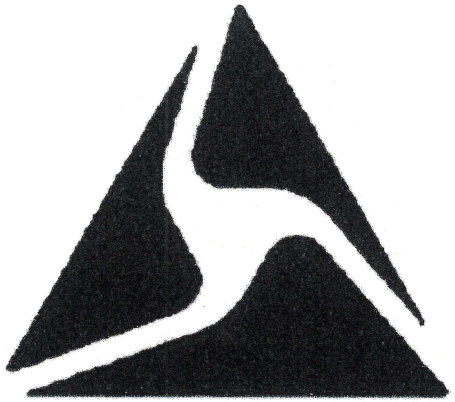
Ronnie Tolliver

Signature

3/29/23

Date Signed

3/15/2023



Captain Wallace and Officer Stickland, Kent County Detention Center
3/29/2023
County Commissioners Meeting

Item Summary:
Request To Transfer Funds

ATTACHMENTS:

Description

Trinity meal cost sliding scale

TRINITY SERVICES
GROUP, INC.

Schedule 1

Kent County, MD Pricing Scale
April 15, 2022 through June 30, 2023

Number of Meals Served	Updated Price Per Meal
121 and above	$2.33
101 – 120	$2.48
91 – 100	$2.69
81 – 90	$2.96
71 – 80	$3.16
61 – 70	$3.53
51 – 60	$4.05
41 – 50	$4.82
31 – 40	$6.12
21 – 30	$8.65
11 – 20	$15.77
1 – 10	$165.49
Staff Meals	Same as inmate meal price

Wayne Darrell, Director, Emergency Services
3/29/2023
County Commissioners Meeting

Item Summary:
Motorola Invoice

ATTACHMENTS:

Description

Motorola Invoice

2022 SHSP Grant

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

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

Visit our website at www.motorolasolutions.com

Transaction Number	Transaction Date	Transaction Total
8281566431	07-FEB-2023	30,270.60 USD

P.O. Number	P.O. Date	Customer Account No
01062023FK	06-JAN-2023	1011904811

Payment Terms	Payment Due Date
Net Due in 30 Days	09-MAR-2023

Bill To Address

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

Ship To Address

KENT COUNTY COMMISSIONERS
104 VICKERS DR UNIT D
CHESTERTOWN MD 21620
United States

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
SLT3AR@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)864-4238

Sales Order(s): 3202832917
Delivery Number(s): 9108077384

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE **SO Line #:** 1.1 **Ship Date:** 08-FEB-2023 SERIAL NUMBERS 481CZB7403 481CZB7404 481CZB7405 481CZB7406 481CZB7407	5	2,588.40	12,942.00
1.1	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	5	83.16	415.80
1.2	QA02006AA	ENH: APX6000XE RUGGED RADIO	5	633.60	3,168.00
1.3	H869BZ	ENH: MULTIKEY	5	261.36	1,306.80
1.4	Q629AK	ENH: AES ENCRYPTION AND ADP	5	376.56	1,882.80

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
8281566431	1011904811	09-MAR-2023

Transaction Total	Amount Paid
30,270.60 USD	

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

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

Payment Transfer Details

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

Send Payments To:

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

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

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

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8281566431	07-FEB-2023	30,270.60 USD

P.O. Number	P.O. Date	Customer Account No
01062023FK	06-JAN-2023	1011904811

Payment Terms	Payment Due Date
Net Due In 30 Days	09-MAR-2023

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	5	79.20	396.00
1.6	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	5	79.20	396.00
1.7	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	5	0.00	0.00
1.8	Q381AR	ADD: P25 9600 BAUD TRUNKING	5	237.60	1,188.00
1.9	H38BT	ADD: SMARTZONE OPERATION	5	950.40	4,752.00
1.10	QA00580AC	ADD: TDMA OPERATION	5	356.40	1,782.00
1.11	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	408.24	2,041.20

USD Subtotal	**30,270.60**
USD Total Tax	**0.00**
USD Total	**30,270.60**
USD Amount Due	**30,270.60**

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Maryland
DEPARTMENT OF EMERGENCY MANAGEMENT

Date of Award
9/26/2022

2022 Sub-Recipient Agreement
for
Kent County, County Commissioners of

1. Sub-Recipient Name and Address	2. Prepared by: *Majette , Ashley*	3. MEMAGMS Award Number: 22-SR 8851-02
Kent County, County Commissioners of	**4. Federal Grant Information**	
	Federal Grant Title:	**State Homeland Security Grant Program**
	Federal Grant Award Number/CFDA Number:	EMW-2022-SS-00009-S01 SHSP / 97.067
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount

Total Award Amount	2022 State Homeland Security Program
$93,472.00	**Performance Period:** FROM Sep 1, 2022 – Feb 28, 2025

6. Statutory Authority for Grant: This project is supported under the
Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603)
Appropriations Authority for Grant: The Department of Homeland Security Appropriations Act, 2017

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at https://www.sam.gov/content/exclusions

9. Agency Approval

Approving SAA Official:	Signature of SAA Official:
Robert Poler, Chief Finance Officer Maryland Department of Emergency Management DBA Maryland Emergency Management Agency	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
P.Thomas Mason, President County Commissioners of Kent County	P. Thomas Mason

11. Enter Federal Employer Identification Number (FEIN) and DUNS number:	12. Date Signed :
526000974	10/25/2022

13. DUE DATE: 10/26/2022

Signed award must be returned to the SAA on or before the above due date.

AGREEMENT ARTICLES Homeland Security Grant Program
GRANTEE: Maryland Department of Emergency Management
dba Maryland Emergency Management Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2022-SS-00009-S01

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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $7,074,841 and Urban Area Security Initiative (UASI) funding in the amount of $3,800,000 (Baltimore Urban Area, $3,800,000). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United

States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
3. By accepting this agreement,recipients,and their executives,as defined in 2 C.F.R.section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any DHS and Maryland Department of Emergency Management (MDEM) compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS and MDEM access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term

applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients and subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXV - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For

awards by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in DHS/ FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for DHS/ FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders.

To access the FEMA EHP screening form and instructions, go to the MEMAGMS > Admin Menu > Forms Manager. In order to initiate EHP review of your project(s), subrecipients must complete all relevant sections of this form and submit to janet.moncrieffe@maryland.gov & copy grants.mdem@maryland.gov along with all other pertinent project information.

The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian

tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event DHS/ FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please contact the Maryland Department of Emergency Management (MDEM) Grants Division at 410-517-3600 or email Grants.mdem@maryland.gov.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from DHS/ FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/ FEMA approved budget for this award, you must request prior written approval from MDEM where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, DHS/FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MDEM where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget MDEM last approved. For purposes of awards that support both construction and non-construction work, MDEM is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the subrecipient to obtain prior written approval before making any fund or budget transfers between the two types of work. You must report any deviations from your approved budget in the first Federal Financial Report (SF-425) with your Quarterly Status Report (QSR) following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by DHS/ FEMA and included in the award file.

Article XLIX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, subrecipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Wayne Darrell, Director, Emergency Services
3/29/2023
County Commissioners Meeting

Item Summary:
Motorola Annual Software Upgrades and System Monitoring Services

ATTACHMENTS:

Description

Motorola Invoice

MOTOROLA SOLUTIONS

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

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
1187094908	01-MAR-2023	40,268.00 USD

P.O. Number	P.O. Date	Customer Account No
1901668	29-SEP-2022	1209114435

Payment Terms	Payment Due Date
Net Due In 30 Days	31-MAR-2023

Visit our website at www.motorolasolutions.com

Bill To Address

KENT COUNTY DEPARTMENT OF EMERGENCY SERVICES
ATTN: Accounts Payable
104 VICKERS DRIVE
UNIT D
CHESTERTOWN MD 21620
United States

Project No: USMD22D097SW

Project Name: USMD22D097SW Time an

Ship To Address

KENT COUNTY DEPARTMENT OF EMERGENCY SERVICES
104 VICKERS DRIVE
UNIT D
CHESTERTOWN MD 21620
United States

IMPORTANT INFORMATION

Sales Order(s): 3202823747

For all invoice payment inquiries contact
splinvcs@motorolasolutions.com
Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		Flex Records Delivery Services 8/1/2022-7/31/2023	1	40,268.00	40,268.00

USD Subtotal	40,268.00
USD Total Tax	0.00
USD Total	40,268.00
USD Amount Due	40,268.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
1187094908	1209114435	31-MAR-2023

Transaction Total	Amount Paid
40,268.00 USD	

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

KENT COUNTY DEPARTMENT OF EMERGENCY SERVICES
ATTN: Accounts Payable
104 VICKERS DRIVE
UNIT D
CHESTERTOWN MD 21620
United States

Payment Transfer Details

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

Send Payments To:

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

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Penny Young-Carrasquillo, Grants Manager, and Bryan DiGregory, State's Attorney, State's Attorney Office
3/29/2023
County Commissioners Meeting

Item Summary:
Kent County Comprehensive Recidivism Reduction Project

ATTACHMENTS:

Description

03.29.23 Program Overview FY2024 Performance Incentive Grant Fund Program, Kent County Recidivism Reduction Project

Program Overview: FY 2024 Performance Incentive Grant Fund Program

Kent County Comprehensive Recidivism Reduction Project

The purpose of the PIGF program is to reduce Maryland's state and local incarcerated population through appropriate diversion, deflection, service provision, and recidivism reduction resources.

The one-year recidivism rate (2021 – 2022) reported by the Kent County Detention Center stands at 44.75%. The Maryland Department of Public Safety and Correctional Services Recidivism Report (November 2022) reports a three-year Kent County recidivism rate of 38.8% (2016 – 2019), which aligns with more recent Detention Center three-year data. The KCDC data jumps to a 44.6% recidivism rate over a five-year period (2017 – 2021).

The Kent County Comprehensive Recidivism Reduction Project, managed by the Kent County State's Attorney's Office, intends to reduce recidivism in Kent County through an evidence-based multi-pronged approach focusing on those with behavioral health challenges, primarily those with the co-occurring issues of mental health and addiction. This project will enhance and consolidate services as well as initiate some new program components, stressing case management and outreach, using as a structure the Sequential Intercept Model (SIM) to prevent justice system involvement for those with behavioral health issues; to divert those with addiction or mental health problems to treatment and other services as appropriate; and to provide treatment, addiction counseling, and mental health counseling to incarcerated individuals, who will also receive expanded support services, including greatly enhanced re-entry services programming. Program funds will provide personnel, addiction and mental health screenings, mental health and addiction counseling, educational and workforce development activities, workshops, and re-entry services.

We intend to work with behavioral health counselors; a consulting service that provides crisis response services as well as workshops and re-entry support; a workforce development program; a re-entry navigator from the Department of Labor; the Office of Probation and Parole, and the Department of Social Services, among others. Program components include mobile crisis response teams, behavioral health screenings, counseling, diversion programming, workforce development, driver's education classes, GED classes, various workshops, assistance with obtaining identification and public benefits, re-entry programming, and intensive case management.

In order for this program to be a success, we want to hire for two grant-funded positions: a program manager and a case worker—to coordinate services, provide case management, identify new service providers to fill in programming gaps, and put systems in place to evaluate and measure a new program as a structure of care is created and strengthened. In addition, the State's Attorney's Office will bring onboard two interns (law students) this summer to help build and launch this program.

We are asking for $199,000 to fund the two positions and pay for workforce development services, equipment, driver's ed classes, GED classes, workshops (coping skills, basic life skills), mobile crisis assistance, peer recovery support services, and re-entry programming.

For the two positions, we ask the County to provide an estimated $11,500 in benefits toward these two positions—costs not covered under the grant.

FY24 Performance Incentive Grant Fund (PIGF)

Applicant: Kent County Board of County Commissioners

Grant Application Form

GOCCP
GOVERNOR'S OFFICE OF CRIME CONTROL & PREVENTION

Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
  - [x] Personnel
  - [x] Services
  - [ ] Operating
  - [ ] Equipment
  - [x] Travel
  - [x] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY24 Performance Incentive Grant Fund (PIGF)

Applicant: **Kent County Board of County Commissioners**

Project Title: Kent County Comprehensive Recidivism Reduction Project

Kent **Local Government**

Start Date: 07/01/2023 **Submitted: Pending Submission** **DUNS Number: 086131901**

End Date: 06/30/2024 **Funding Year:** **SAM Expiration: 2/27/2024**

Applicant:

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County State's Attorney's Office
205 Cannon St
Suite 2
Chestertown, MD 21620 1590
(410) 778-7450 FAX: (410) 778-7479

Authorized Official: Fithian, Ronald H. — President
kentcounty@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-4600 FAX: (410) 778-7482

Project Director: DiGregory, Bryan — State's Attorney
bdigregory@kentgov.org
Kent County State's Attorney's Office
205 Cannon St
Suite 2
Chestertown, MD 21620-1590
(410) 778-7450 FAX: (410) 778-7479

Fiscal Officer: Merritt, Patricia M — Chief Finance Officer
pmerritt@kentgov.org
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
(410) 778-7456 FAX: (410) 810-2947

Funding Summary					
	100.0 %	Grant Funds	**$200,828.00**	_____	_____
	0.0 %	Cash Match	**$0.00**	_____	_____
	0.0 %	In-Kind Match	**$0.00**	_____	_____
		Total Project Funds	**$200,828.00**		

Project Summary

The Kent County Comprehensive Recidivism Reduction Project, managed by the Kent County State's Attorney's Office, intends to reduce recidivism in Kent County through an evidence-based multi-pronged approach focusing on those with behavioral health challenges, primarily those with the co-occurring issues of mental health and addiction. Program funds will provide personnel, addiction and mental health screenings, mental health and addiction counseling, educational and workforce development activities, workshops, and re-entry services.

Problem Statement/Needs Justification

Kent County, Maryland is an Eastern Shore landscape encompassing 277 square miles with a dispersed population of 19,270 (US Census Bureau, 2021). As a rural area and the least populous county in the state, it is not surprising that there is a disjointed services system (weakened by COVID-19 as some service agencies closed) that results in people with behavioral health challenges too often "falling through the cracks." Various agencies—from law enforcement and the Department of Social Services to behavioral health agencies and workforce development programs—too frequently operate as silos, leaving some of the most vulnerable populations without the comprehensive care they need. For example, an incarcerated individual may participate in the Kent County Detention Center's (KCDC) Opioid Use Disorder (OUD) Treatment Initiative, a medication-assisted treatment program that also provides behavioral health counseling for program participants. But without education and job training, coping and life skills guidance, and/or much more extensive re-entry programming--all operating as part of a collaborative system managed by a central office and staff--that individual is too often "lost" within approximately three weeks of release and has fairly high chances of cycling back through the system within the year.

This problem is evident by Kent County recidivism rates. The one-year recidivism rate (2021 – 2022) reported by the Kent County Detention Center stands at 44.75%. The Maryland Department of Public Safety and Correctional Services Recidivism Report (November 2022) reports a three-year Kent County recidivism rate of 38.8% (2016 – 2019), which aligns with more recent Detention Center three-year data. The KCDC data jumps to a 44.6% recidivism rate over a five-year period (2017 – 2021). These numbers support the County State's Attorney's Office assessment that nearly half of the offenders they see come through the court system are repeat offenders.

Over the past few years, the KCDC has housed an average of 237 inmates each year. Well over half of the detainees have been evaluated as having a substance use disorder and/or mental health problem—often both. The American Psychological Association has stated that 64% of jail inmates have reported mental health concerns, while the National Institute on Drug Abuse reports that at least half of all inmates meet the criteria of having a substance abuse disorder (*Incarceration nation*, 2014). The Maryland Alliance for Justice Reform reported in 2020 that of inmates in local jails with mental health disorders, nine out of ten are struggling with a co-occurring substance abuse disorder. Unfortunately, the inmate population is a group with historically very limited access to treatment for mental health issues and substance abuse disorders, an insufficiency particularly acute in rural areas. Meanwhile, there has not been the staffing, service coordination, collaboration, or funding available to establish and manage a comprehensive program capable of tackling the scope of the problem.

In the past, different agencies have worked to do what they can with limited resources, and while a few organizations have joined forces to address some issues, there has not yet been a collaborative approach to address recidivism in Kent County. For example, as mentioned, the KCDC launched a medication-assisted treatment program in FY23 that is funded through FY24 to address substance use disorders among inmates. Re-entry services have been provided by peer recovery support specialists and KCDC staff, but the program reports that it is losing touch with individuals within a three-week period. Our colleagues in Prince Georges County indicate that they have found that inmates understandably desire to cut contact with detention centers when they leave. Without case management and the full coordination of re-entry services, the necessary support system is simply not there. Therefore, putting in place staff members unaffiliated with the KCDC who will coordinate services and act as the main contacts for those ready to transition (and in the midst of transitioning) out of the Detention Center will add an early critical support component that has not before been in place.

Community Behavioral Health (CBH) provides mental health and drug screenings for those involved with the court system. CBH ensures that those in need of counseling and treatment receive these services, yet they have no system in place to refer clients to job training, basic life skills workshops, obtaining identification, driver's education classes, or other services. Likewise, law enforcement calls in a mobile crisis team to assist with mental health calls, but after initial referrals, there is no follow up. Similarly, the Department of Social Services assists people with obtaining benefits, yet has not been part of any collaborative effort involving true case management for those at risk of becoming repeat offenders.

Because these and other agencies and programs have generally worked separately, there is a great need to consolidate and enhance services as well as initiate some new programming components, stressing case management and outreach, using as a structure the Sequential Intercept Model to prevent justice system involvement for those with behavioral issues; to divert those with addiction or mental health problems to treatment and other services as appropriate; and to provide treatment, addiction counseling and mental health counseling to incarcerated individuals, who are also in need of expanded support services, including greatly enhanced re-entry programming. To do this, there is a primary need for staffing—a program manager and a case worker—to coordinate services, provide case management, identify new service providers to fill in programming gaps, and to put systems in place to evaluate and measure a new program as a structure of care is created and strengthened.

Program Goals and Objectives

Goal #1 : Reduce recidivism by 10% in Year One of the program.

a) Recidivism will be reduced from the current rate of 44.75% to 34.75% (or lower) in one year.

b) The State's Attorney's Office/Kent County will establish a comprehensive recidivism reduction program by hiring two full-time staff members: A program manager to coordinate all services and provide case management to individuals who are not incarcerated; and a case worker who will work under the supervision of the program manager to provide case management to incarcerated individuals, with a strong focus on re-entry services. These two roles with work collaboratively with some shared tasks.

c) The State's Attorney's Office will bring onboard two interns, including a law student, to assist with the tasks required to successfully launch the program in the summer of 2023.

d) Staff will coordinate services and resources, and program leaders will schedule quarterly meetings with partner service providers to share information, input, and data, and evaluate programming.

Goal #2: Prevent arrest/justice system involvement of those with behavioral health challenges.

a) Expand on Kent County's current resource guide produced by the Local Management Board and create 2500 brochures to be distributed to the public. The brochures, funded by the Local Management Board, will include crisis hotline numbers and information on various behavioral health and other services as well as housing and employment information.

b) A consultant with lived experience who focuses on addiction counseling, peer support, crisis response, re-entry, and group presentations will provide mobile crisis response for up to 25 situations during the year where crisis intervention and support is needed instead of (or with) law enforcement engagement.

c) This consultant will provide monthly workshops (12 per year) to groups of six (6) to twelve (12) youth and adults (total approx. 100) to discuss incarceration, life skills, trauma, recovery, and goal-setting.

Goal #3: Enhance and expand diversion programming for those with substance use disorders and/or mental health issues

a) Community Behavioral Health will provide behavioral health screenings to those who have been arrested and, working with the State's Attorney's Office, will offer treatment as an alternative to charges being filed or sentencing, when appropriate. Community Behavioral Health personnel will continue to go to court with these clients.

b) Expand Kent County's PAST program, an initiative based on the drug court model that serves as an alternative to the standard incarceration and probation model. Currently focusing on post-adjudication supervision and treatment for 8 - 20 people per year, the State's Attorney's Office through the proposed program desires to expand the PAST program to serve 40 people a year, broadening the focus to include pre-arraignment and pre-adjudication.

c) Diversion programming for these 40 people will focus on workforce development, basic life skills/needs (obtaining proper identification, driver's education, obtaining a driver's license, counseling/treatment, learning coping skills, community service, and/or GED or college classes). Each case will be reviewed on a monthly basis.

d) The consultant named under Goal 2 will provide the listed workshops for those participating in diversion programming.

e) Striving for Wellness Together, a counseling service, will provide workshops on stress management/coping skills and basic life skills on a quarterly basis to participants in the diversion program.

Goal #4: Provide incarcerated individuals experiencing behavioral health challenges with the treatment, services, and tools required for success upon release.

a) Continue to screen 100% of incoming KCDC inmates for substance abuse and mental health challenges.

b) Through the current KCDC Opioid Use Disorder Treatment Initiative, funded through FY24, continue to serve at least 40 individuals per year through medication-assisted treatment and/or addiction counseling.

c) Provide behavioral health counseling to 40 inmates per year through a current County vendor, WellPath (funded service).

d) As a pilot project within this project, provide GED classes and testing through Chesapeake College's online program to 10 project participants.

e) As a pilot project within this project, provide driver's ed classes for up to 5 participants.

f) Striving for Wellness Together will conduct stress management/coping skills and basic life skills workshops to incarcerated individuals on a quarterly basis.

g) Launch a robust re-entry program operated by a re-entry team (see Goal #5).

Goal #5: Create a effective re-entry program

a) Convene a re-entry team consisting of the Project Case Worker, the State Dept. of Labor Re-entry Navigator, the Consultant (RA Lewis Consulting), and Kent County Detention Center staff members (KCDC focusing on pre-release activities) to conduct impactful re-entry programming with a minimum of 90-day follow-up. The team and activities will be overseen by the Program Manager.

b) Begin re-entry programming/planning for approximately 40 incarcerated individuals no later than two weeks following incarceration.

c) Provide stress management/coping and basic life skills workshops to all Project participants.

d) Provide GED online courses as a pilot project for at least 10 inmates.

e) Provide Driver's Education classes as a pilot project for at least 5 inmates.

f) Navigate entry into Workforce Development activities through Chesapeake College or Minary's Dream Alliance for at least 20 Project re-entry program participants.

g) Offer the services of the Department of Labor Re-entry Navigator to all inmates (focusing on gaining and maintaining employment).

h) Ensure that all inmates, upon release, have safe housing arranged.

i) Ensure that all inmates, upon release, have access to (and support with obtaining) identification and, if feasible, driver's licenses.

j) Ensure that all inmates, upon release, obtain benefits from the Department of Social Services, as needed. Staff will assist with this process.

k) At least 90 days of follow-up will be provided by the Case Worker, the Consultant, the Program Manager, if needed, and current volunteer peer recovery specialists in place through the KCDC OUD Initiative.

l) The re-entry team will ensure that all Project participants gain access to counseling or other treatment as needed upon release, primarily through Community Behavioral Health.

Program Strategy/Program Logic

The overarching goal of the Kent County Comprehensive Recidivism Reduction Project is to reduce recidivism in Kent County by 10% during the first year. While a number of necessary services and programs are already in place, in order for this Project to be successful, we need to establish a strong collaboration and a central multi-pronged approach using as a structure the Sequential Intercept Model. This will involve enhancing some programs while establishing others or creating new program components. Our aim is to 1) Prevent arrest/involvement with the justice system of those with behavioral health challenges; 2) Provide expanded diversion programming for this population who have been arrested, charged with a crime, or found guilty of a crime; 3) Create a robust re-entry program for those who are incarcerated.

In order to prevent involvement with the justice system of those with behavioral health challenges, we intend to provide information on resources, including crisis resources, to the public; provide at-risk older youth and adults with workshops and presentations conducted by those with lived experience; put in place mobile crisis response; and work with the Sheriff's Office to ensure that Crisis Intervention and de-escalation training is provided as planned (and currently funded). Those involved in the prevention component of the project are the Kent County Local Management Board, which has a basic resource guide and will fund an expanded informational brochure; R.A. Lewis Consulting; and, of course, the Kent County Sheriff's Office.

We intend to expand diversion programming for those with behavioral health challenges who have been arrested. Community Behavioral Health screens all of those arrested for mental health and substance abuse issues and will provide services as needed; Minary's Dream Alliance will offer workforce development and support services to those we refer to them; we will also offer workshops on coping skills and basic life skills through Striving for Wellness Together as well as workshops and presentations on trauma, recovery, resilience, and goal-setting through R.A. Lewis Consulting. Chesapeake College has offered to serve Project participants a this stage through their online GED program. Their workforce development offerings are always available.

Finally, we look at providing services for those who are or will be incarcerated. The Kent Count Detention Center currently serves inmates with substance abuse disorders through a program funded through FY24. The Detention Center's partner, WellPath, provides behavioral health counseling. While we will put in place a strong case management program at the Detention Center, we will also establish a much-need re-entry program. The re-entry team will consist of the Project's Case Manager, the MD Department of Labor Re -entry Navigator, R.A. Lewis Consulting, and Detention Center staff. While the Detention Center currently loses touch with released inmates in approximately three weeks, we intend to follow up with released inmates for at least 90 days.

The engine behind this project is staffing: We intend to hire a Program Manager and a Case Worker, who will be primarily responsible for operating the program and providing case management. We will also bring onboard two interns to help build and launch the project this summer. We will hold quarterly meetings with Project partners: The State's Attorney's Office (lead), the Kent County Sheriff's Office, Community Behavioral Health, R.A. Lewis Consulting, Minary's Dream Alliance, the Department of Social Services, the Maryland Department of Labor Re-entry Navigator, and Striving for Wellness Together. Partners will remain in contact with one another and will share information, ideas, and data. Project staff and partners will be encouraged to note any gaps or weaknesses in services and make suggestions to expand any project components.

Further details are provided under Performance Measures, which is also uploaded in chart form as a separate document.

Program Measurement

Resource:
State's Attorney's Office (Project Director)
Activities:
Oversees Project and supervises staff
Outputs:
At least 40 people with behavioral health challenges who have been arrested will be diverted to the expanded diversion program. In addition, at least 40 inmates with behavioral health challenges at the Kent County Detention Center will receive various new, expanded, and enhanced services.
Initial Outcomes:
A total of 80 - 100 people with behavioral health challenges will receive services that support them in breaking the cycle of recidivism.
Impacts:
Reduction in involvement with the justice system and a total reduction in the recidivism rate by 10%.

Resource:
Program Manager
Activities:
Coordinates and oversees project activities, provides case management, manages diversion programming with State's Attorney.

Supervises Case Worker.
Outputs:
The Program Manager will provide direct case management (with a caseload of approximately 20 at a time) for people with behavioral health challenges for a total of directly serving at least 40 people per year (80 - 100 total with the Case Worker). The Program Manager will coordinate services with other agencies and monitor progress and compliance focusing primarily on the diversion program component.
Initial Outcomes:
Various agencies will be brought together to collaborate and provide comprehensive services for at least 40 diversion project participants and at least 40 inmates with behavioral health challenges.
Impacts:
A total reduction in the recidivism rate by 10%.

Resource:
Case Worker
Activities:
Provides case management and re-entry services for incarcerated individuals and those transitioning from the Kent County Detention Center. Leads the re-entry team under the supervision of the Program Manager and Project Director.
Outputs:
At least 40 inmates with behavioral health challenges will be provided services within two weeks of incarceration. Re-entry programming will include counseling, addiction treatment, workshops, education, obtaining vital records and ids, vocational training and guidance, assistance with obtaining housing and employment, life skills workshops, and goal-setting. Project participants will receive assistance and support for at least 90 days after release.
Initial Outcomes:
At least 40 inmates with behavioral health challenges will receive the services necessary for a successful transition to the community.
Impacts:
A total reduction in the recidivism rate by 10%.

Resource:
Two Interns (one stipend paid through PIGF Project grant funding)
Activities:
Assist Project Director and Staff with support tasks related to launching the Project this summer.
Outputs:
The two interns will work for at least two months to assist with organizing and launching the Project.
Initial Outcomes:
The Project will successfully launch this summer.
Impacts:
A total reduction in the recidivism rate by 10% by the end of FY24.

Resource:
Printed materials funded by the Kent County Local Management Board
Activities:
The Kent County Local Management Board will expand their resources guide and print new community resources brochures (County-funded)
Outputs:
Kent County will print 2500 brochures
Initial Outcomes:
Increased public knowledge of local resources, including housing, transportation, benefits, behavioral health treatment and crisis hotlines.
Impacts:
Reduction in arrests among people with behavioral health challenges.

Resource:
Kent County Sheriff's Office
Activities:
Crisis Intervention Training (CIT) and de-escalation training
Outputs:
Between two and four trainings a year will be conducted for 23 law enforcement officers. (The Sheriff's Office recently received funding for Virtual Reality training tools to add to their training program).
Initial Outcomes:
100% of Sheriff's Office Deputies will receive at least two annual trainings.
Impacts:
Citizens experiencing behavioral health crises will be routed to appropriate service agencies, and there will be a reduction in arrests of those experiencing crisis. crises.

Resource:
Community Behavioral Health (CBH)
Activities:
Provides mental health and addiction screenings, treatment, and counseling.
Outputs:
At least 40 - 60 individuals who are not incarcerated (in diversion program *or* receiving post-incarceration re-entry services) will be referred for behavioral health treatment services through CBH.
Initial Outcomes:
100% of those who have been arrested for nonviolent and minor criminal offenses will be screened for behavioral health challenges. 100% of those determined to have behavioral health challenges will be referred by CBH to CBH treatment. 100% of Project participants released from detention will be offered services.
Impacts:
Reduction in charges filed and sentencing; reduction in recidivism.

Resource:
R.A. Lewis Consulting, LLC
Activities:
Mobile crisis response, peer support , workshops, individual counseling, presentations, and re-entry support (part of re-entry team) by providers with lived experience.
Outputs:
Provide crisis response approximately 25 times annually; provide monthly (12) peer support workshops and presentations; assist with re-entry support for approximately 120 hours. (More focus on re-entry will occur if crisis response demands are fewer than anticipated.)
Initial Outcomes:
At least 90% of people in crisis will be assisted and referred to appropriate services with follow up; 100 individuals will participate in support workshops/groups over the course of a year. At least 20 incarcerated or recently incarcerated individuals will received added support in preparing for and experiencing re-entry.
Impacts:
Reduction in arrests. Recidivism reduction.

Resource:
Kent County Detention Center OUD Treatment Initiative (funded program operating FY23 and FY24)
Activities:
Drug screenings, medication-assisted treatment, and addiction and mental health counseling for incarcerated individuals.
Outputs:
This program, funded through FY24, provides services to 50 - 70 per year.
Initial Outcomes:
100% of inmates screened positively for mental health and/or addiction issues will receive appropriate services.
Impacts:
Total recidivism reduction in one year reduced by 10%.

Resource:
Minary's Dream Alliance
Activities:
Workforce development, links to apprenticeship programs and college education. Will also assist with helping people obtain identification, driver's licenses, and other vital records as necessary. MDA offers at no charge for space for meetings and workshops.
Outputs:
40 Project participants (primarily in diversion programming) will receive workforce development assistance and support.
Initial Outcomes:
More than 60% of Project participants enrolled in Workforce Development will complete the program.
Impacts:
At least 50% (12) of Project participants completing the program will obtain employment within 90 days. Reduction in recidivism.

Resource:
MD Dept. of Labor Re-entry Navigator (free service)
Activities:
As part of the re-entry team, the Re-entry Navigator, funded through the MD DOL, will connect Project participants with resources and offer assistance to facilitate transition to gainful employment. The Re-entry Navigator also works with employers to facilitate employment.
Outputs:
40 Project participants in the Kent County Detention Center will be offered employment services and support. Follow-up will be provided.
Initial Outcomes:
20 - 30 Project participants will work regularly with the Re-entry Navigator to secure employment upon release as part of their re-entry programming.
Impacts:

At least 50% (10 - 15) of Project participants (re-entry programming) working with the Re-entry Navigator will obtain employment within 90 days.

Resource:
Kent County Department of Social Services
Activities:
Provide benefits ranging from food stamps to Medicaid.
Outputs:
All Project participants will be referred to DSS if they indicate a need or it is determined they need assistance. The Program Manager and/or Case Worker will assist Project participants with this process.
Initial Outcomes:
100% of Project participants in need of and who qualify for assistance will receive help.
Impacts:
Project participants will obtain the basic services needed to make progress in their lives. Reduction in recidivism.

Resource:
Striving for Wellness Together
Activities:
Provides coping/anger management/stress management and basic life skills workshops.
Outputs:
Striving for Wellness Together will conduct quarterly workshops at two locations: The Kent County Detention Center and Minary's Dream Alliance
Initial Outcomes:
6 - 12 Project participants will attend each workshop.
Impacts:
At total of 48 - 96 Project participants will learn or enhance their coping skills and basic life skills (stress management, opening a checking account, completing an employment application, being a good tenant).

Resource:
Chesapeake College
Activities:
Provides GED classes and workforce development
Outputs:
Pilot project: 10 incarcerated Project participants will take online GED courses (and tests), while all Project participants will be offered to be assisted in applying to Chesapeake College for their 6 - 10 week courses ranging from CDL and CNA certification to welding and mechanics (staff will assist with applications for scholarships). In addition, 10 Project participants in diversion programming will take GED classes and obtain their GEDs.
Initial Outcomes:
Ten (10) Project participants who are incarcerated or participating in re-entry programming will take the GED courses, while 5 - 15 will enroll in vocational training. Another 10 Project participants in diversion programming will take GED classes.
Impacts:
At least 25 - 35 Project participants will receive the education/training (obtaining their GEDs and/or graduating from Chesapeake College workforce development training) needed for obtaining employment.

Resource:
TRAX Advantage Driver's School
Activities:
Driver's Ed classes
Outputs:
Pilot project: 10 Project participants will take online driver's education classes and Behind-the-Wheel instruction facilitated by Project staff
Initial Outcomes:
8 - 10 Project participants will obtain their driver's licenses
Impacts:
8 - 10 Project participants will drive legally.

Timeline

May - June 2023 or upon notification of funding:

Bring onboard one intern (State's Attorney's Office), begin hiring process for Program Manager and Case Worker -- State's Attorney; Kent County Human Resources
Convene Project partners for planning official launch of program. Individual and group meetings. Outline all tasks and start dates. -- State's Attorney
Processes and procedures further formulated -- State's Attorney, Kent County Detention Center, Kent County Grants Manager
Prepare and print resource guide/brochure -- Kent County Local Management Board with assistance from Kent County Grants Manager

July 2023

Bring onboard second (paid) intern (State's Attorney's Office) -- State's Attorney
New staff onboarding and meetings with all Project partners -- State's Attorney
Processes and procedures finalized -- New staff members with assistance from Project partners
Case management assignments -- State's Attorney, new staff members
Launch program -- Program Manager, State's Attorney, Case Worker
Weekly staff meetings: State's Attorney, Program Manager, Case Worker

August 2023

Weekly staff meetings--bring in Kent County Detention Center staff as appropriate--continue through the year

September 2023

Quarterly Partner Meeting/Program evaluation -- Project partners
Quarterly workshops and presentations begin -- RA Lewis Consulting and Striving for Wellness Together

October 2023
Reporting -- Program Manager and Kent County Grants Manager

December 2023

Quarterly Partner Meeting/Program evaluation
Quarterly workshops and presentations

January 2024
Reporting -- Program Manager and Kent County Grants Manager

March 2024
Quarterly Partner Meeting/program evaluation -- All partners
Quarterly workshops and presentations -- RA Lewis Consulting and Striving for Wellness Together

April 2024
Reporting -- Program Manager and Kent County Grants Manager

June 2024
Quarterly Partner Meeting/program evaluation -- All partners
Quarterly workshops and presentations -- RA Lewis and Striving for Wellness Together

July 2024
Reporting -- Program Manager and Kent County Grants Manager

Spending Plan

Ongoing costs (personnel and mileage):

Program Manager: $65,000 annual salary w/$19,500 in benefits
Case Worker: $50,000 annual salary w/ $15,000 in benefits

Total: $149,500

Travel throughout the year (Program Manager and Case Worker) = $943.00 (60 miles per month x 2 = 120 x 12 = 1440 miles @ .655/mile

Initial project costs (equipment)

5 laptops/iPads for use by Project participants = $1048 each or $5,240
2 laptops with accessories for two staff members = $1500 each or $3000
Stipend for intern to assist with establishing program = $2400 ($15/hour for 20 hours a week x 2 months)

Funding for programming for Project participants--as needed:

Driver's licenses: 10 x $72 = $720
Photo IDs: 24 x $20 = $480
Tuition for Driver's Ed classes = 10 x $450 = $4500
Tuition for GED classes = 20 x $60.25 = $1205

Management Capabilities

The Kent County, Maryland Board of County Commissioners has obtained and managed a number of federal and state grants over the past several years.

The Kent County State's Attorney, Bryan DiGregory, who will lead this project, has served as State's Attorney since 2019. Previously, he served as Deputy State's Attorney (2017 - 2019) and Public Defender, Queen Anne's County (2015 - 2016). Mr. DiGregory received his B.A. degree from the California University of Pennsylvania and his J.D. degree from Widener University School of Law (1999). He served as assistant defender, Defender Association of Philadelphia 2000 - 2003, and worked as a sole practitioner 2003 - 2015. He served of counsel with Hoon & Associates in Chestertown, Maryland from 2015 until 2017.

Fiscal Officer Patricia M. Merritt serves as Kent County's Chief Financial Officer, a County-funded position. She began her career with Kent County 27 years ago as director of Budget and Accounting, and was promoted to CFO in 2007. She has been a CPA since 1990, having graduated from Rider University with a bachelor's degree in science and commerce. Ms. Merritt will oversee all finances and spending related to this program.

Grants Management and reporting will be the responsibility of Penelope Young-Carrasquillo, who has worked in research, nonprofit fundraising, and grant writing and management for more than 20 years. Ms. Young-Carrasquillo, who joined Kent County as a County employee in May 2022, has a bachelor's degree in sociology from the University of Maryland Baltimore County and an MS degree in professional writing from Towson University.

Sustainability

The Kent County Grants Office continuously seeks out funding for both new and ongoing projects and will continue to seek funding for this Project. Should we meet our goals of reducing recidivism by 10% in the first year, we feel confident that we would find funding to continue the Project.

Unique Entity Identifier and SAM.GOV Expiration Date

Unity Entity Identifer: 086131901
SAM UEI: C8C6GAZ67CA9 expiration: 2/27/2024

Applicant Disclosure of Pending Applications Statement

Kent County does not have any pending application for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation or that will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Person Completing the Project Narrative

Penny Young-Carrasquillo, Grants Manager
Kent County Board of County Commissioners
443-988-8501
pyoungcarrasquillo@kentgov.org

Control Number:

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$149,500.00	$0.00	$0.00	$149,500.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$943.00	$0.00	$0.00	$943.00
Contractual Services	$32,840.00	$0.00	$0.00	$32,840.00
Equipment	$0.00	$0.00	$0.00	$0.00
Other	$17,545.00	$0.00	$0.00	$17,545.00
Grand Total	**$200,828.00**	**$0.00**	**$0.00**	**$200,828.00**

Category A - Personnel

Control Number:

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Program Manager	1	Salary	Grant Funds	$65,000.00
2	Benefits -- Program Manager	2	Fringe	Grant Funds	$19,500.00
3	Case Worker	3	Salary	Grant Funds	$50,000.00
4	Fringe Benefits--Case Worker	4	Fringe	Grant Funds	$15,000.00
					$149,500.00

1. Annual salary for Program Manager, who will coordinate all program activities and provide direct case management to individuals who are not incarcerated. The Program Manager will work with project partners and will supervise the Case Worker, assisting with or supporting re-entry programming as needed.
2. 30% of salary for benefits to include health benefits
3. Annual salary for Case Worker, who will be responsible primarily for incarcerated individuals' case management and re-entry services.
4. 30% of annual salary for fringe benefits

Category C - Travel

Control Number:

	Travel	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Mileage	7	Grant Funds	1440	$0.655	$943.00
						$943.00

1. Mileage for both the Program Manager and the Case Manager, estimating that each will be driving 60 miles per month x 2 = 120 miles a month x 12 = 1440 miles annually. Project staff will be driving to various meetings, individual case management meetings, assisting Project participants with various tasks (obtaining IDs, Driver's Ed, etc.)

Category D - Contractual Services

Control Number:

	Contractual Services	Priority	Funding Type	Quantity	Cost / Unit	Total
1	R.A. Lewis Consulting, LLC-Crisis response, workshops, presentations, re-entry support	8	Grant Funds	1	$11,640.00	$11,640.00
2	Minary's Dream Alliance-Workforce Development and Support	9	Grant Funds	1	$15,400.00	$15,400.00
3	Striving for Wellness Together-Coping and Basic Life Skills workshops	10	Grant Funds	1	$4,800.00	$4,800.00
4	Community Behavioral Health-Counseling and Treatment	11	Grant Funds	1	$1,000.00	$1,000.00
						$32,840.00

1. R.A. Lewis Consulting will provide 25 crisis calls @ 2 hours each; 12 2-hour workshops; and will spent approximately 120 hours assisting Project participants with re-entry. At $60/hour x 194 hours = $11,640
2. Minary's Dream Alliance will provide workforce development/apprenticeship opportunities for 40 Project participants. They will need a laptop w/accessories for $1500; pens, portfolios, etc. @ $35 per person = $1400
   Staff to conduct program for $25/hour for 10 hours a week x 50 = $12,500
3. Striving for Wellness Together will provide two quarterly two-hour workshops on two topics in two different locations: 4 hours quarterly for four quarters @$300/hour for a total of $4800
4. Community Behavioral Health estimates that they will need $1000 over the course of a year to assist those without insurance until they can help these patients obtain insurance.

Category F - Other

Control Number:

	Other	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Laptops/iPads	5	Grant Funds	5	$1,048.00	$5,240.00
2	Laptops with accessories	6	Grant Funds	2	$1,500.00	$3,000.00
3	Tuition for GED classes	12	Grant Funds	20	$60.25	$1,205.00
4	Tuition for driver's ed classes	13	Grant Funds	10	$450.00	$4,500.00
5	Photo IDs	14	Grant Funds	24	$20.00	$480.00
6	Driver's licenses	15	Grant Funds	10	$72.00	$720.00
7	Stipend-Intern	16	Grant Funds	160	$15.00	$2,400.00
						$17,545.00

1. Laptops or iPads for incarcerated individuals to use to take online driver's ed or GED classes.
2. Laptops, keyboards, mice, and monitors for the Program Manager and Case Worker
3. Online GED classes are provided by Chesapeake College for a fee of $49 in addition to $11.25 for the test. 60.25 per person x 20 = 1205.00
4. Driver's ed classes (30-hours of online instruction and 6 hours behind the wheel) = $450 per person x 10.
5. Necessary photo IDs for 20 people
6. Driver's licenses for 10 people.
7. Stipend for law student intern, who will assist with program launch for two months @ 20 hours per week for $15 an hour (total of 160 hours).

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person:	Hale, Martin T - Human Resources Director
2. Organization:	Kent County Board of County Commissioners
3. Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312
4. Telephone Number:	(410) 778-4600

5. Number of persons employed by the organization unit responsible for implementation of this grant: 21

Project Service Sites

Site 1

Service Site	Kent County State's Attorney's Office
Apt. Suite, No. Street	205 Cannon Street Suite 2
City	Chestertown
State & Zip	MD 21620

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

Fithian, Ronald H. - President

Name and Title

Certification Regarding Lobbying

Control Number:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	Kent County Comprehensive Recidivism Reduction Project
Federal ID Number:	52-6000974
Authorized Representative:	Fithian, Ronald H. - President
Signature:	Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

Penny Young-Carrasquillo, Grants Manager
3/29/2023
County Commissioners Meeting

Item Summary:
Kent County Sheriff's Office Equipment Grant Application

ATTACHMENTS:

Description

03.29.23 FY2024 Police Accountability, Community, and Transparency (PACT) Grant Program, Governor's Office of Crime Control and Prevention, Application

FY 2024 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Kent County Board of County Commissioners

Grant Application Form

Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
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  - [ ] Operating
  - [ ] Travel
  - [ ] Services
  - [x] Equipment
  - [ ] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2024 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: **Kent County Board of County Commissioners**

Project Title: **Kent County Sheriff's Office Equipment Program**

Kent **Local Government**

Start Date: **07/01/2023** **Submitted:** **Pending Submission** **DUNS Number:** **086131901**

End Date: **06/30/2024** **Funding Year:** **SAM Expiration:** **2/27/2024**

Applicant:

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620 3358
(410) 778-2279 FAX: (410) 778-7488

Authorized Official:	Fithian, Ronald H. kentcounty@kentgov.org Kent County Board of County Commissioners R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312 (410) 778-4600	President FAX: (410) 778-7482
Project Director:	Hickman, Dennis dhickman@kentgov.org Kent County Sheriff's Office Unit B 104 Vickers Drive Chestertown, MD 21620-3358 (410) 778-2279	Sheriff FAX: (410) 778-7488
Fiscal Officer:	Merritt, Patricia M pmerritt@kentgov.org Kent County Board of County Commissioners R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312 (410) 778-7456	Chief Finance Officer FAX: (410) 810-2947

Funding Summary	100.0 %	Grant Funds	**$202,735.00**	_____	_____
	0.0 %	Cash Match	**$0.00**	_____	_____
	0.0 %	In-Kind Match	**$0.00**	_____	_____
		Total Project Funds	**$202,735.00**		

Project Summary

The Kent County Sheriff's Office Equipment Program enhances transparency and trust between law enforcement and the citizens it serves, ultimately creating a safer community. The program provides funds for equipment, equipment installation and training, service upgrades, and cloud-based footage storage fees related to body-worn cameras and vehicle cameras.

Problem Statement/Needs Justification

Kent County, Maryland is a rural Eastern Shore county with a dispersed population of 19,270 (US Census, 2021). The Kent County Sheriff's Office is committed to employing law enforcement accountability procedures that enhance transparency, public trust, and safety, and has been proactive in using technology to reach and maintain these goals. Most recently, our office requested and received funding for virtual reality training equipment, which law enforcement officers are very enthusiastic about utilizing. In addition, the Sheriff's Office acquired 27 body-worn cameras in 2021 prior to the requirements of the Maryland Police Accountability Act. It is now critical that we obtain funding for essential service upgrades, cloud-based storage, licensing, and training to maintain the value and performance of this equipment.

To expand and enhance this program, the Sheriff's Office intended to purchase two vehicle cameras for two new vehicles in FY23, but the vehicles have been on back-order; therefore, we will need to purchase the cameras, installation, training, service upgrades, and cloud-based footage storage in FY24. Because we are also purchasing six additional vehicles in FY24, it is necessary to acquire six more vehicle cameras. The cost of the cameras in addition to the required licensing, professional installation, training, service upgrades, and video storage mentioned above is especially prohibitive for a small county like ours.

The value of this equipment cannot be overstated in a rural area where law enforcement-citizen interactions regularly take place with no witnesses. Effectively documenting behavior, cameras can create a safer and more trusting environment between law enforcement and members of the public. Because everyone is aware that interactions are being documented, this technology encourages mutually positive communication while acting as a deterrent to unprofessional, inappropriate, and criminal behaviors. Cameras also provide vital evidentiary documentation that can be used to support or dispute complaints against law enforcement and criminal charges against those arrested. Often, video evidence has helped to increase the number of plea agreements.

The latest camera technology automatically triggers vehicle cameras to go on when law enforcement turns on vehicle emergency lights. Simultaneously, every body-worn camera in the vicinity automatically activates. Supplemented by the Sheriff's Office use of smart holster systems that detect when a firearm is removed—negating the need to press buttons to activate cameras—this technology package allows for full-scale comprehensive documentation of law enforcement-public encounters.

Program Goals and Objectives

PACT GOAL 2: Identify and implement new technology to instill public trust and transparency in the execution of official law enforcement duties.

The Kent County Sheriff's Office Equipment Program will continue to effectively utilize new and upgraded technology to maintain and improve public trust and transparency. The consistent use of new and upgraded body-worn cameras and vehicle cameras (and maintaining service upgrades, licensing, training, and cloud-based footage storage) will achieve the following objectives:

Objective 1: Promote safety during law enforcement-citizen interactions
Maintain a low number of use-of-force incidents (fewer than 5 per year)
Maintain officer safety (fewer than 3 officer injuries per year)
Maintain citizen safety (not more than 1 citizen injury per year)

Objective 2: Increase evidence quality
Additional, enhanced, and up-to-date body-worn and vehicle cameras will increase the number of instances when cameras provide quality evidence with regard to reaching plea agreements, prosecuting criminal cases, and reviewing footage related to complaints against law enforcement.

Objective 3: Maintain low number of civilian complaints
Body-worn cameras and vehicle cameras, along with consistent law enforcement de-escalation training provided through other funding, will help to ensure that civilian complaints remain very low (there have been no complaints since July 2022, and one complaint the year before was withdrawn after video footage of the incident was shown to the complainant): 2 – 3 maximum in FY24

Objective 4: Allow for police de-escalation
Cameras will be activated during all law enforcement-public interactions. The cameras, coupled with the Sheriff's Office use of a mobile crisis intervention service and Crisis Intervention Trainings funded through other sources, will be successful in de-escalating the vast majority of incidents.

Objective 5: Continue to enhance law enforcement accountability and transparency
100% of Sheriff's Office Deputies will wear body-worn cameras
100% of vehicles used by Deputies will be equipped with cameras
Body-worn cameras will be deployed automatically by holster notification systems 100% of the time.
All technology will be upgraded and maintained as necessary

Program Strategy/Program Logic

The Kent County Sheriff's Office Equipment Program will continue to maintain and enhance public trust as both law enforcement and the public recognize that interactions are being documented. While the Sheriff's Office has purchased 27 body-worn cameras and needs to purchase essential service upgrades, cloud-based storage, licensing, and training, we are also in need of eight vehicle cameras (we ordered two vehicles in 2023 that have been on back-order, and we are purchasing six new vehicles in FY24). Related costs include installation, training, service upgrades packages, cloud-based storage, and licensing.

Program Measurement

Outputs:

100% of Sheriff's Deputies will be trained in the use of the cameras
100% of Sheriff's Deputies will use body-worn cameras
Cameras will be installed in 100% of new Sheriff's Office vehicles
100% of the cameras—new and previously purchased—will be upgraded, as will licensing and cloud-based storage.
Supervisors will continue to view footage and use the footage as training mechanisms regarding safety issues or alternative approaches to varying situations

Outcomes:

The use and expansion of state-of-the-art cameras will continue to result in successful plea bargaining
Use-of-force incidents will remain at a low rate each year
Injuries of deputies and members of the public will remain low
Civilian complaints will remain low

Impacts:

Quality and up-to-date technology, along with effective training, has resulted in the Kent County Sheriff's Office continuing to be a successful, trusted law enforcement agency. While our success can also be attributed to the quality of personnel, training, and supervision, our use of cameras since 2021 has increased transparency, improved policing, and fostered community trust. The continued use of this technology is instrumental in making Kent County a safer place to live, work, and enjoy leisurely activities.

Timeline

August 2023:

Purchase all necessary body-worn camera service upgrades and cloud-based footage storage. (Captain Harry Kettner, Kent County Sheriff's Office)

Purchase two vehicle cameras with service upgrades, cloud-based footage storage, installation, and training (these vehicle cameras were to be purchased in 2023, but the vehicles have been on back-order, so we have been unable to purchase the cameras). (Captain Harry Kettner, Kent County Sheriff's Office)

February 2024:

Purchase six vehicle cameras, vehicle camera upgrades, licensing, and cloud-based footage storage (Captain Harry Kettner, Kent County Sheriff's Office)

Spending Plan

$ 6,972.72 for 5 body-worn camera upgrades to be purchased no later than August 2023.
$89,812,80 for 22 body-worn camera upgrades to be purchased no later than August 2023.
$26,368.80 for two vehicle cameras, licensing, upgrades, installation, and training to be purchased no later than August 2023.
$79,563.60 for six new vehicle cameras, licensing, service upgrades, installation, and training to be purchased February 2024.

Management Capabilities

The Kent County Sheriff's Office was the first accredited Sheriff's Office on Maryland's Eastern Shore and through the years has managed several grant-funded projects, including a FY23 PACT Equipment Initiative, SAPP grants, SOCM grants, and others.

Project Director Sheriff Dennis Hickman, whose position is funded through Kent County, was elected in November 2022 for a four-year term. He received a business management degree from Salisbury University and has worked for the Kent County Sheriff's Office for more than 22 years. During this time, he has been assigned to patrol; as a school resource officer; and supervisor of the Criminal Investigations Division.

Captain Harry Kettner, B.A., was hired by the Kent County Sheriff's Office in 2006. He has worked in Patrol as a patrol deputy; in the Criminal Investigations Division as a detective, and also serves as part of the Sheriff's Office tactical team. Captain Kettner was a patrol supervisor and was promoted to patrol commander, overseeing the entire Patrol Division. He is now the second-in-command at the Kent County Sheriff's Office, overseeing daily and special operations as well as the administrative side to include policy, training, and equipment decisions. He will be responsible for purchasing all equipment related to this grant,

Fiscal Officer Patricia M. Merritt serves as Kent County's Chief Financial Officer, a County-funded position. She began her career with Kent County 27 years ago as director of Budget and Accounting, and was promoted to CFO in 2007. She has been a CPA since 1990, having graduated from Rider University with a bachelor's degree in science of commerce. Ms. Merritt will oversee all finances and spending related to this program.

Grants Management and Reporting will be the responsibility of Penelope Young-Carrasquillo, who has worked in research, nonprofit fundraising, and grant writing and management for more than 20 years. Ms. Young-Carrasquillo, who joined Kent County as a County employee in May 2022, has a bachelor's degree in sociology from the University of Maryland Baltimore County and an MS degree in professional writing from Towson University.

Sustainability

Kent County is committed to providing law enforcement with the tools needed to keep our community safe. Grants manager Penelope Young-Carrasquillo is tasked with conducting research for funding for priority programs such as this one. We do not foresee major equipment expenses for the Sheriff's Office over the few years following 2024; therefore, the County has some time to ensure sustainability of all priority projects and programs.

Applicant Disclosure of Pending Applications Statement

The Kent County Sheriff's Office/Kent County does not have pending applications submitted within the last 12 months for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Unique Entity Identifier and SAM.GOV Expiration Date

SAM Unique Entity ID: C8C6GAZ67CA9
Expiration Date: 2/27/2024

Person Completing the Project Narrative

Penelope Young-Carrasquillo, Grants Manager
Kent County Board of County Commissioners
443-988-8501
Fax: 410-778-7482
pyoungcarrasquillo@kentgov.org

Control Number:

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$0.00	$0.00	$0.00	$0.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00	$0.00
Equipment	$202,735.00	$0.00	$0.00	$202,735.00
Other	$0.00	$0.00	$0.00	$0.00
Grand Total	**$202,735.00**	**$0.00**	**$0.00**	**$202,735.00**

Category E - Equipment

Control Number:

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
4	Body-worn camera upgrades - 22	0	Grant Funds	22	$4,083.00	$89,826.00
2	Vehicle cameras w/installation, upgrades, and cloud-based footage storage	1	Grant Funds	6	$13,261.00	$79,566.00
1	Vehicle cameras w/installation, upgrades, and cloud-based footage storage	2	Grant Funds	2	$13,184.00	$26,368.00
3	Body-worn camera upgrades - 5	3	Grant Funds	5	$1,395.00	$6,975.00
						$202,735.00

1. Two vehicle cameras for cars currently on back-order. Package comes with installation, training, service upgrades, and cloud-based footage storage. These cameras will be purchased in 2023.
2. Six vehicle cameras for six vehicles that will be purchased in February 2024. Purchase includes installation, training, service upgrades, and cloud-based footage storage.
3. Upgrades to initial 5 body-worn cameras purchased in 2021 through Homeland Security and County funding.
4. Service upgrades, licensing, cloud-based footage storage for 22 body-worn cameras

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person:	Hale, Martin T - Human Resources Director
2. Organization:	Kent County Board of County Commissioners
3. Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312
4. Telephone Number:	(410) 778-4600

5. Number of persons employed by the organization unit responsible for implementation of this grant: 21

Project Service Sites

Site 1

Service Site	Kent County Sheriff's Office
Apt. Suite, No. Street	Unit B 104 Vickers Drive
City	Chestertown
State & Zip	MD 21620-3358

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

Fithian, Ronald H. - President

Name and Title

Certification Regarding Lobbying

Control Number:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	Kent County Sheriff's Office Equipment Program
Federal ID Number:	52-6000974
Authorized Representative:	Fithian, Ronald H. - President
Signature:	Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

Penny Young-Carrasquillo, Grants Manager
3/29/2023
County Commissioners Meeting

Item Summary:
Kent County Law Enforcement Accountability Initiative

ATTACHMENTS:

Description

03.29.23 FY24 Police Accountability, Community, and Transparency (PACT) Grant Program Kent County Law Enforcement Accountability Initiative, Lobbying Certified Assurances

FY24 PACT Grant LEA Initiative Outline

Outline: FY24 Police Accountability, Community, and Transparency (PACT) Grant Program:
Kent County Law Enforcement Accountability Initiative

Overall Goal: To improve policing, build public trust and perception of law enforcement while making communities safer.

LAW ENFORCEMENT ACCOUNTABILITY

PACT GOAL 3: Identify programs promoting police accountability as it is a vital element of modern era American policing.

Project Summary: The Kent County Law Enforcement Accountability Initiative, funded to establish a Police Accountability Board, an Administrative Charging Committee, and a Trial Board in FY23, has established a framework for this initiative, but needs to complete recruitment for the Administrative Charging Committee, recruit a Trial Board Judge, establish a Trial Board, and bring onboard a part-time administrative specialist in a support role who will be responsible for scheduling and setting up meetings, taking minutes, gathering data and assisting with reporting as well as taking on the role of the initiative's victim advocate, assisting complainants with navigating the complaint process and keeping them up-to-date on the status of complaints. To continue, build, and enhance this program, Kent County also wishes to continue to work with a contracted accountability officer, who will oversee all program components and activities, including board recruitment; coordinate required trainings; and remaining up-to-date on laws and requirements. Funding will be directed to the part-time administrative specialist, the contract accountability officer, the trial board judge, meeting and training expenses, and equipment.

1. .50 Administrative Specialist at an annual salary of $22,850 for 20 hours/week in addition to 30% benefits for $6855 for a total of **$29,705** *(the County would be responsible for maximum $11,285/year for benefits for this position)*

2. Contract Accountability Officer for 16 hours/week at $58 per hour, or **$46,400** annually

3. Trial Board Chair - **$6500**

4. Mileage, hotel stays (trainings) and meals - **$3375**

5. Two laptops (Admin. Specialist and Trial Board Chair) - $1500 each, or **$3000**

6. Office furniture for new employee - $8000

Total Requested Grant Funding: **$96,980**
Maximum Total Requested from the County: **$11,285**

Certification Regarding Lobbying

Control Number:

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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1. LOBBYING

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(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

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A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	Kent County Law Enforcement Accountability Initiative
Federal ID Number:	52-6000974
Authorized Representative:	Fithian, Ronald H. - President
Signature:	Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Ronnie Fithian 3/29/23

Signature of Authorized Official **Date**

Fithian, Ronald H. - President

Name and Title

Outline: FY24 Police Accountability, Community, and Transparency (PACT) Grant Program:
Kent County Law Enforcement Accountability Initiative

Overall Goal: To improve policing, build public trust and perception of law enforcement while making communities safer.

LAW ENFORCEMENT ACCOUNTABILITY

PACT GOAL 3: Identify programs promoting police accountability as it is a vital element of modern era American policing.

Project Summary: The Kent County Law Enforcement Accountability Initiative, funded to establish a Police Accountability Board, an Administrative Charging Committee, and a Trial Board in FY23, has established a framework for this initiative, but needs to complete recruitment for the Administrative Charging Committee, recruit a Trial Board Judge, establish a Trial Board, and bring onboard a part-time administrative specialist in a support role who will be responsible for scheduling and setting up meetings, taking minutes, gathering data and assisting with reporting as well as taking on the role of the initiative's victim advocate, assisting complainants with navigating the complaint process and keeping them up-to-date on the status of complaints. To continue, build, and enhance this program, Kent County also wishes to continue to work with a contracted accountability officer, who will oversee all program components and activities, including board recruitment; coordinate required trainings; and remaining up-to-date on laws and requirements. Funding will be directed to the part-time administrative specialist, the contract accountability officer, the trial board judge, meeting and training expenses, and equipment.

1. .50 Administrative Specialist at an annual salary of $22,850 for 20 hours/week in addition to 30% benefits for $6855 for a total of **$29,705** *(the County would be responsible for maximum $11,285/year for benefits for this position)*

2. Contract Accountability Officer for 16 hours/week at $58 per hour, or **$46,400** annually

3. Trial Board Chair - **$6500**

4. Mileage, hotel stays (trainings) and meals - **$3375**

5. Two laptops (Admin. Specialist and Trial Board Chair) - $1500 each, or **$3000**

6. Office furniture for new employee - $8000

Total Requested Grant Funding: **$96,980**
Maximum Total Requested from the County: **$11,285**

Penny Young-Carrasquillo, Grants Manager
3/29/2023
County Commissioners Meeting

Item Summary:
FY2023 Police Accountability, Community, and Transparency Grant (PACT) Surplus Funding, Sheriff's Office

ATTACHMENTS:

Description

KCSO PACT-2023-0028 Grant Funds

Grant Funds Spreadsheet

3/21/2023 2:54:11 PM

Grant Number:	PACT-2023-0028	**Funding Year**	07/01/2022	**Grant Start:**	07/01/2022
Project Title:	Kent County Sheriff's Office Equipment Initiative	**Funding Year End:**	06/30/2023	**Grant End:**	06/30/2023
Applicant Name:	Kent County Board of County Commissioners			**Project Year:**	1
Implementing Agency:	Kent County Sheriff's Office			**Award Date:**	09/12/2022
Project Director:	Price, John F	**GOCCP Monitor:**	Jones, Quentin	**Award Letter Sent:**	09/13/2022
Municipality:	Chestertown	**County:**	Kent	**Award Accepted:**	09/22/2022
Serviced Site:	County-wide	**Legis. District:**	36	**Acceptance Packet Sent:**	09/13/2022
Grant Status:	Award In Compliance	**Cong. District:**	1st District	**Project Commencement Received:**	09/22/2022

Funding Summary	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**	**Description**
Grant Funds	$0.00	$0.00	$0.00	$0.00	$37,964.59	$34,358.00	**$72,322.59**	**Proposed Budget**
$72,322.59	$0.00	$0.00	$0.00	$0.00	$37,964.59	$34,358.00	**$72,322.59**	**Grant Funds Awarded**
							$29,937.60	**Grant Funds Paid**
Cash Match	$0.00	$0.00	$0.00	$0.00	$0.00	$29,937.60	**$29,937.60**	**Grant Funds Expended**
$0.00							**$0.00**	**Advanced Funds**
In-Kind Match							**$42,384.99**	**Grant Funds Balance**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**Cash Match Reported**
Total Funding	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**In-Kind Match Reported**
$72,322.59	$0.00	$0.00	$0.00	$0.00	$0.00	$29,937.60	**$29,937.60**	**Total Funds Expended**
							$42,384.99	**Project Fund Balance**

Reported Expenditures

Grant Funds

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**	Amt. Paid	Advanced	Date Sent	RStars Date
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$29,937.60	**$29,937.60**	$29,937.60	$0.00	10/28/2022	10/31/2022
10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	2/1/2023	2/1/2023
Grant Funds Total	$0.00	$0.00	$0.00	$0.00	$0.00	$29,937.60	**$29,937.60**	$29,937.60	$0.00		

Cash Match

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Cash Match Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

In-Kind Match

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

Grant Funds Spreadsheet

3/21/2023 2:54:11 PM

10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	
In-Kind Match Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	
Grand Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$29,937.60**	**$29,937.60**	

Penny Young-Carrasquillo, Grants Manager
3/29/2023
County Commissioners Meeting

Item Summary:
FY2023 Police Accountability, Community, and Transparency (PACT) Surplus Funding

ATTACHMENTS:

Description

FY23 PACT grant LEA initiative surplus funding document

Grant Funds Spreadsheet

3/21/2023 2:55:45 PM

Grant Number:	PACT-2023-0042	**Funding Year**	07/01/2022	**Grant Start:**	07/01/2022
Project Title:	The Kent County Board of Commissioners Law	**Funding Year End:**	06/30/2023	**Grant End:**	06/30/2023
Applicant Name:	Kent County Board of County Commissioners			**Project Year:**	1
Implementing Agency:	Kent County Board of County Commissioners			**Award Date:**	09/12/2022
Project Director:	Mason, P. Thomas	**GOCCP Monitor:**	Jones, Quentin	**Award Letter Sent:**	09/13/2022
Municipality:	Chestertown	**County:**	Kent	**Award Accepted:**	09/22/2022
Serviced Site:	County-wide	**Legis. District:**	36	**Acceptance Packet Sent:**	09/13/2022
Grant Status:	Award In Compliance	**Cong. District:**	1st District	**Project Commencement Received:**	09/22/2022

Funding Summary	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**	**Description**
	$0.00	$0.00	$3,375.00	$67,100.00	$0.00	$18,000.00	**$88,475.00**	**Proposed Budget**
Grant Funds	$0.00	$0.00	$3,375.00	$67,100.00	$0.00	$18,000.00	**$88,475.00**	**Grant Funds Awarded**
$88,475.00							**$13,226.25**	**Grant Funds Paid**
Cash Match	$0.00	$0.00	$0.00	$11,825.00	$0.00	$1,401.25	**$13,226.25**	**Grant Funds Expended**
$0.00							**$0.00**	**Advanced Funds**
In-Kind Match							**$75,248.75**	**Grant Funds Balance**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**Cash Match Reported**
Total Funding	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**In-Kind Match Reported**
$88,475.00	$0.00	$0.00	$0.00	$11,825.00	$0.00	$1,401.25	**$13,226.25**	**Total Funds Expended**
							$75,248.75	**Project Fund Balance**

Reported Expenditures

Grant Funds

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**	Amt. Paid	Advanced	Date Sent	RStars Date
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	$0.00	10/28/2022	10/28/2022
10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$11,825.00	$0.00	$1,401.25	**$13,226.25**	$13,226.25	$0.00	2/1/2023	2/3/2023
Grant Funds Total	$0.00	$0.00	$0.00	$11,825.00	$0.00	$1,401.25	**$13,226.25**	$13,226.25	$0.00		

Cash Match

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Cash Match Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

In-Kind Match

Period Start / End	Personnel	Operating	Travel	Contractual	Equipment	Other	**Total**
07/01/2022 - 09/30/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

10/01/2022 - 12/31/2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	
In-Kind Match Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	
Grand Total	**$0.00**	**$0.00**	**$0.00**	**$11,825.00**	**$0.00**	**$1,401.25**	**$13,226.25**	

Bill Mackey, Director, Planning, Housing and Zoning
3/29/2023
County Commissioners Meeting

Item Summary:
Fair Housing Month Proclamation

ATTACHMENTS:

Description

03.29.23 Proclamattion, Fair Housing Month

Kent County, Maryland

Proclamation

FAIR HOUSING MONTH

WHEREAS, Kent County maintains that no person shall be discriminated against in terms of housing, on the basis of race, religion, color, creed, ancestry, handicap or disability, use of guide dogs because of blindness or deafness of the user, age, sex, or national origin; and

WHEREAS, The Kent County Comprehensive Plan promotes equal opportunity for housing; and

WHEREAS, The County Commissioners of Kent County, Maryland ensures that the principles of "Fair Housing" are implemented through the County's projects and programs.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim April 2023 as "FAIR HOUSING MONTH" in Kent County and encourage each citizen in Kent County to be conscientious of "Fair Housing" throughout the year, in order that Kent County may serve as a model of "Fair Housing".

BE IT FURTHER RESOLVED, We, the County Commissioners of Kent County, Maryland respectfully ask Betterton, Chestertown, Galena, Millington, and Rock Hall to enact similar proclamations, so that all of Kent County can join both the State of Maryland and the Federal Government in recognizing April 2023, as "Fair Housing Month".

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

March 29, 2023

Bill Mackey, Director, Planning, Housing and Zoning
3/29/2023
County Commissioners Meeting

Item Summary:
Kent County sends a letter to the Secretary of the Maryland Department of Transportation each year outlining the County's transportation priorities. Traditionally, the Chester River Bridge is included in each year's Priority Letter. The Chester River Bridge project has undergone the planning phase, and a study was completed in 2010. A copy of the 2022 letter and a proposed 2023 letter are attached for reference.

Staff recommends approval.

ATTACHMENTS:

Description

03.29.23 Paul J. Wiedefeld, Kent Count 2023 Transportation Priority Letter

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

March 29, 2023

The Honorable Paul J. Wiedefeld
Secretary, Maryland Department of Transportation
P.O. Box 548
7201 Corporate Center Drive
Hanover, MD 21706

RE: Kent County 2023 Transportation Priority Letter

Dear Secretary Wiedefeld:

We would like to thank the staff of the Maryland Department of Transportation for its continued cooperation and support in meeting the transportation needs of the County. The County would like to reaffirm its continued opposition to any proposal for a north Bay Bridge crossing with a terminus in Kent County. The County's position in this regard is based on its long-standing Comprehensive Plan strategies dating back to 1974 and its affiliated Land Use designations.

In cooperation with the local municipalities in Kent County, Maryland, the Board of County Commissioners present the following priority listing of transportation projects for your consideration.

•• Construction, Engineering, and Project Planning Priorities

- Chester River Bridge Crossing – aka Chester River Boulevard (This project has been entered in the MDOT Chapter 30 Portal.)

•• US 30 I Toll Diversion Coordination Actions in coordination with Cecil County, Maryland

Of immediate importance is coordination with DelDOT regarding toll-evading traffic now that US 301 has been converted to a limited-access toll road. Toll evasion now threatens the distinctive character and sense of place in both Kent County, Maryland and Cecil County, Maryland. The current toll-evading traffic has shifted an undue burden of maintenance and operations costs from DelDOT's roads to Maryland's local roadways. Likewise, truck weight scale evasion could have similar impacts along the US 1/222/301 corridors. In conjunction with this priority, our project requests are as follows:

- Continued coordination with DelDOT in the operations of US 301 in Delaware.
- Stepped-up enforcement of truck weight limits along the MD 213 and US 1/222/301, which would be especially helpful to the Town of Galena regarding the traffic impacts.

•• Streetscape Priorities

Betterton

- Re-stamping of crosswalk at intersection of Main Street and 6th Avenue

Butlertown and Worton

- MD 298 and 297 – sidewalks, drainage improvements, and traffic calming

Chestertown

- The safety and speed recommendations of the 2015 Chestertown Community Task Force Report: Issues and Recommendations Regarding State Roads (completed under the assistance of the SHA District 2 office)
- Speed awareness and recording devices (permanent) on MD 213
- Pedestrian sidewalk connections on Washington Avenue (MD 213) and Morgnec Road (MD 291)
- Safe pedestrian crosswalk connection on MD 291 at Haacke Drive for pedestrians and bikers going to and from the Chestertown YMCA and the nearby shopping centers

Galena

- Repave Rt. 290 E from traffic light in the center of town to Fire House entrance. Numerous potholes and blisters in pavement.
- Drainage improvements needed in the vicinity of 145 N. Main St. on the east and west side of the street.
- Extension of sidewalks along Rt. 290 E from Town Hall to the Firehouse and entrance of the Olivet Hill Community.
- Construction of a safe walk/bike trail along 213 N from the Town to Toal Park and Georgetown to improve pedestrian/bicyclist safety.

Millington

- Speed safety concern along Galena Sassafras Road; decrease speed limit entering Town
- Inspection and necessary repairs to the small bridge on the east edge of Town
- Repair storm drain retaining wall that has collapsed on Sassafras Street

Rock Hall

- Pedestrian crosswalk at Judefind Ave to Williams Ave across Rock Hall Ave (MD 20)
- Install four-way stop signs at Main Street (MD 445) and E Sharp St / W Sharp St, and open the intersection up for better visibility (move power line poles and trees)
- widen the intersection of MD 445 and entrance of Chesapeake Ave
- Drainage improvements in the vicinity of MD 20 and Beach Road
- Pothole repairs needed on Liberty St, Chesapeake Ave, E / W Sharp St
- Repaint all crosswalk lines

•• Trail and Pedestrian Priorities

- Sidewalks and pedestrian walkways along Flatland Road
- Engineering and design for pedestrian and bicycling connections on Quaker Neck Road in order to facilitate safe crossings between the Chestertown waterfront and downtown areas, to include the Rail Trail
- MD 289 to Radcliffe Creek bike/pedestrian improvements for connections to water trail

- Rock Hall Trail System and sidewalk expansion around the waterfront;
  Rock Hall sidewalk - biking Bayside Ave
  Rock Hall sidewalk - biking Chesapeake Ave
- Rock Hall sidewalk/biking Lawton Ave
- Addition of bike lanes during resurfacing projects

The County is also excited to recognize the Town of Galena's receipt of $160,000 towards the design of an interconnected pathways system to connect the residential neighborhood south of Galena, through the Town and joining with the municipal path system, and then north to Toal Park via Route 213, and eventually to connect with the village of Georgetown and the Sassafras River.

Thank you for your consideration of these transportation priorities in Kent County. We look forward to working cooperatively with the Maryland Department of Transportation on the planning and implementation of these important local transportation improvements.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

Cc: Danielle Hornberger, County Executive, Cecil County, Maryland
Shelley L. Heller, County Administrator, Kent County, Maryland
Mike Moulds, PE, Director of Public Works
William A. Mackey, AICP, DPHZ Director

Bill Mackey, Director, Planning, Housing and Zoning
3/29/2023
County Commissioners Meeting

Item Summary:
In 2021, the County released RFP #PHZ 22-01 for design services for a combined forest clearing plan and buffer management plan for Betterton beach public landing at Rigbie Bluff. Two bids were received, and Unity Landscape was the lower bidder. Unity Landscape was awarded the contract for design services. DPHZ held meetings with the Town and the Condo Association regarding the acceptability of the plans, and several rounds of changes were included. Following completion of the landscaping design, the plans were then reviewed and approved by the Critical Area Commission staff. The approval letter is attached.

The next step is clearing, stabilization, and planting according to the design plans. Unity Landscape can perform such services, and they have done so on a much larger project for Caroline County. Since there is a contract for similar services with Caroline County, a cooperative or *piggyback* contract may be executed.

The proposed contract with Kent County utilizes the same rates and costs for services and supplies as the Caroline County contract. The cost for the Kent County contract is $158,103.34. The funds will be drawn from the Critical Area fees collected over a number of years, and the associated account has $162,067.99. At the time the contract was proposed, Unity Landscape was unaware of the total available for the project.

Staff recommends approval.

ATTACHMENTS:

Description

03.29.23 Betterton Bank Landscape Renovation Contract #23PZBTBA0623, Unity Landscape Design_Build, Inc.

Letter from Critical Area Commission 2023-02-23

BETTERTON BANK LANDSCAPE RENOVATION CONTRACT

BETWEEN COUNTY & CONTRACTOR

This Contract, made this 24th day of March 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 Unity Landscape Design/Build, 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 clearing, stabilizing, and planting according to the design plans (further detail outlined in Exhibit G), as subject to all the materials incorporated herein and listed as Exhibits in Section 9 below.

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 One Million Dollars ($1,000,000.00) 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 commence the Betterton Bank and Hillside Renovation and any work covered by this contract within fifteen (15) calendar days following the date of receipt of the Notice to Proceed. Initial work shall be completed within one hundred eighty (180) days of the aforesaid Notice to Proceed. The Contract shall remain active for two years after completion of installation, so that plantings that do not survive must be replaced by the Contractor.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in the lump sum of One Hundred Fifty-Eight Thousand, One Hundred and Three Dollars and Thirty-Four Cents ($158,103.34), as calculated and quoted in the Contractor's Proposal (see Exhibit C).

6. INVOICING PROCEDURES. The CONTRACTOR shall furnish to the OWNER a current W-9 Taxpayer Identification Form with accurate invoice remittance information and a recent signature and date, prior to submitting any invoices. 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 for approval. Additionally, each invoice should be dated and submitted in a timely fashion.

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, further defined within Section 6.

8. CONTRACT EXTENSION / RENEWAL. This contract shall be eligible for two (2) extensions in one (1)-year increments. This contract shall not be eligible for renewal.

9. The Contract Documents include the following:
   A. Exhibit A – County General Terms and Conditions.
   B. Exhibit B – Proposal Submitted by Unity Landscape 2023
   C. Exhibit C – Letter from Unity to honor Caroline County pricing
   D. Exhibit D – Caroline County Contract with Unity Landscaping 2022
   E. Exhibit E – Incorporated Change Order #01
   F. Exhibit F – Incorporated Change Order #09
   G. Exhibit G – Approved Final Design Drawings

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 approximately seven-hundred thirty (730) days, or two (2) years, from the date first written above.

WITNESS/ATTEST

Tonya L. Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
(OWNER)

By: Ronnie Fithian

Ronald H. Fithian, President
Kent County Commissioners Office

Sandra Appel

SANDRA M. APPEL NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD COMMISSION EXPIRES AUGUST 14, 2024

UNITY LANDSCAPE DESIGN/BUILD, INC.
(CONTRACTOR)

By: Michael Keenan

PRESIDENT
Title

02-0665520
Employer Identification Number (EIN)

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 acceptance by the County of the goods or services;

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) 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.

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.

PROPOSAL

Date
2/17/2023

Name / Address
Kent County Dept. of Planning, Housing & Zoning Attn: William A. Mackey, Director 400 High Street Chestertown, MD 21620

unity design|build landscape

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape.com

Estimate #	Project
19282	IN2-17-23

Item	Description	Qty	Rate	Total
header	BETTERTON HILLSIDE RENOVATION		0.00	0.00
grsite	MOBILIZATION AND INSTALLATION OF SILT FENCE SYSTEM - Mobilize equipment to site - Install Super Silt fence along bottom of hillside for temporary stabilization - Maintain Super Silt fence through construction project COMPARABLE Caroline County Commissioners Invoice #7202 job #CO#1 - Hourly rates approved my Caroline County Breakdown: Equipment Operator 20 hours @$75.00 - $1,500.00 JD Excavator daily rate x 2 days @$465.00 - $930.00 Foreman 20 hours @ $65.00 - $1,300.00 Labor 60 hours @ $55.00 - $3,300.00 International truck 5 days@$215.00 - $1,075.00 Materials $1,500.00			9,605.00

	Total

PROPOSAL

Date
2/17/2023

Name / Address
Kent County Dept. of Planning, Housing & Zoning Attn: William A. Mackey, Director 400 High Street Chestertown, MD 21620

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.com

Estimate #	Project
19282	IN2-17-23

Item	Description	Qty	Rate	Total
grsite	TREE REMOVALS, CLEARING/GRUBBING OF EXISTING VEGETATION AND INSTALLATION OF COIR 700 EROSION CONTROL FABRIC - Remove 34 trees on hillside and leave stumps in place - Remove all saplings on hillside behind bathhouse and heading South and East to Rigby Bluff Condominium property lines - Remove all existing vegetation on slope and dispose - Light grading as needed to prepare soil for installation of Coir 700 fabric - Supply and install Coir 700 erosion fabric over bank face and secure with 8" steel staples COMPARABLE Caroline County Commissioners Invoice #7202 job #CO#1 Removal of 4 large trees on project, clearing and grubbing of debris and installation of one roll of Coir Fabric Betterton project is 6 units of this application 34 medium trees(equal to 24 large tree removals) and 6 rolls of fabric Breakdown: *The breakdown of this item is related to the qty of trees and the sq/yds of area cleared/stabilized with Coir 700 fabric * CO#1 has one roll of Coir 700 fabric and four large trees. Using a multiplier of 6 brings the sq/ft equal to the Betterton site which requires 6 rolls of Curlex fabric. The Betterton site has 34 trees which are of medium size and the CO# has 4 trees listed as large. With the multiplier of 6 the number of trees removed would be 24 and we are removing 34 trees for this same price * The comparable work scope from CO#9 is equal in scope to the Betterton project with the Betterton site being 6 times the size of the Caroline County site			88,602.36

	Total

PROPOSAL

Date
2/17/2023

Name / Address
Kent County Dept. of Planning, Housing & Zoning Attn: William A. Mackey, Director 400 High Street Chestertown, MD 21620

unity design|build landscape

3621 Church Hill Rd.
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Estimate #	Project
19282	IN2-17-23

Item	Description	Qty	Rate	Total
grsite	RELOCATION OF ROCK SCATTERED ON HILLSIDE TO CREATE PROTECTION ALONG CONCRETE BRIDGE/WALK AND ROCK CHECK DAMNS IN PERENNIAL BED - Install non-woven geotextile fabric on North side of concrete bridge/walk and place stone scattered on hillside to create stable slope (approx 3' wide swath) - Relocate rock along sidewalk on the West end of the property and utilize to create rock check dams for surface run off and to define access to adjacent utility box where soil is covering lid COMPARABLE Caroline County Commissioners Invoice #7202 job #CO#1 - Hourly rates Foreman 60 hours @ $65.00 = $3,900.00 Labor 120 hours @ $55.00 = $6,600.00 International truck 6 days @ $215.00 = $1,290.00 Materials for fabric and staples = $1,200.00			12,990.00
grplant	SHRUB PLANTING TO STABILIZE SLOPE - Supply and install 472 native 3 gallon shrubs on hillside * See CO#9 $52.59 per 3 gallon shrub installed			24,822.48
grplant	HERBACEOUS PLANT INSTALLATION - Installation of Panicum and Perennials COMPARABLE Caroline County Commissioners Invoice #7202 job #CO#9 - Planting of DP50 perennial plugs @2.85 per unit - DP50 is 1/2 the size and cost of a quart perennial - 228 quarts x 2.85 x 2 =$1,299.60 - DP50 is 4 times the size and cost of a 1 gallon perennial - 110 gallons x 2.85 x 4 =$1,254.00			2,553.50

	Total

PROPOSAL

Date
2/17/2023

Name / Address
Kent County Dept. of Planning, Housing & Zoning Attn: William A. Mackey, Director 400 High Street Chestertown, MD 21620

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
19282	IN2-17-23

Item	Description	Qty	Rate	Total
grsite	FRENCH DRAIN INSTALLATION AND DRAIN BOX CONNECTION Comparable Caroline County Commissioners Invoice #7202 job #CO#1 - Hourly rates Foreman 60 hours @ $65.00 = $3,900.00 Labor 120 hours @ $55.00 = $6,600.00 International truck 6 days @ $215.00 = $1,290.00 Materials for fabric and staples = $1,500.00			13,290.00
grmulch	WOODCHIP INSTALLATION ON HILLSIDE - Supply and install 80 cu\yds of woodchips on hillside after installation of shrubs See CO#9 Woodchips $78.00 per/yd			6,240.00
		Total		$158,103.34

unity
design|build
landscape
3621 Church Hill Road
Church Hill, MD 21623
ph. 410.556.6010
fx. 410-556-6173
www.unitylandscape.com

February 27, 2023

Kent County
Dept. of Planning, Housing & Zoning
Attn: William Mackey, Director
400 High Street
Chestertown, MD 21620

Mr. Mackey,

Please accept this letter as an agreement for the Betterton Bank Renovation project IN2-17-23 with a total cost of $158,103.34. The breakdown of rates is included in estimate 19282.

We agree to honor the same costs and rates as those in the Caroline County Greensboro Volunteer Fire Company IN3-9-22 contract and change orders #01 and #09.

Sincerely,

Michael Jensen

Michael Jensen
President

Caroline County
Department of Planning & Codes

Katheleen Freeman, Director
Crystal Dadds, Assistant Director of Codes
Leslie Grunden, Assistant Director of Planning
Matt Kaczynski, Development Review Coordinator

Health & Public Services Bldg.
403 South 7th Street, Suite 210
Denton, Maryland 21629-1335
Telephone: 410-479-8100
Facsimile: 410-479-4187

June 15, 2022

Mr. Lucas Lees
Unity Landscape Design/Build, Inc.
3621 Church Hill Road,
Church Hill, Maryland 21623

Subject: CC-GreensboroVFC-03072022 – Stormwater Best Management Practices at Greensboro Volunteer Fire Company - **Notice to Proceed**

Dear Mr. Lees,

You are hereby notified to commence work in accordance with the contract, contract drawings, contract specifications, and your proposal. Contractor shall adhere to all permit requirements and provisions. Work shall be completed within 90 calendar days from **July 5, 2022** resulting in a substantial completion date of **September 21, 2022**. Contractor shall fill out the contract and return to Caroline County within 10 days along with the required performance bond and certificate of liability insurance.

Sincerely,

Leslie Grunden, AICP
Assistant Director of Planning

CONTRACT FOR WATER QUALITY IMPROVEMENT PROJECTS AT GREENSBORO VOLUNTEER FIRE COMPANY, GREENSBORO, MARYLAND

PROJECT: Construction of the following stormwater management practices at Greensboro Volunteer Fire Company, 116 North Main Street, Greensboro, MD 21639, as set forth in County Commissioners of Caroline County, Maryland, RFP# CC-GREENSBOROVFC-03072022.

- Construction of a step-pool conveyance system with outfall control system and outfall pipe;
- Removal of asphalt parking lot and installation of Powerblock paver system;
- Installation of underground storm drain piping and drain basins;
- Construction of an infiltration basin and pre-treatment stilling basin at pipe discharge point;
- Restoration and planting of vegetative swale and construction of rock outfall;
- Removal of invasive species and planting of native species

This Contract for construction is made this 12th day of April, 2022, by and between the County Commissioners of Caroline County, Maryland (the "County") a body politic and corporate and a political subdivision of the State of Maryland, and Unity Landscape Design/Build, Inc. (the "Contractor").

RECITALS

WHEREAS, the County desires to obtain professional services for the project tasks described above, for the purposes of improving the treatment of stormwater runoff from urban areas, pursuant to RFP# CC-GREENSBOROVFC-03072022.

WHEREAS, the County desires to engage the Contractor to complete the work pursuant to RFP# CC-GREENSBOROVFC-03072022 as hereby set forth in this Contract for construction of stormwater management practices at Greensboro Volunteer Fire Company ("Contract") as follows:

AGREEMENT

NOW THEREFORE THE PARTIES AGREE HERETO AS FOLLOWS:

1.0 CONTRACT DOCUMENTS

The following documents are fully incorporated into and made part of this Contract by reference and attached hereto as Attachment A.

A. Notice and Invitation to Bid
B. RFP# CC-GREENSBOROVFC-03072022
C. Quote for Itemized (by task) Bid
D. Certificate of Liability Insurance

E. Bid Security
F. Affidavit of Qualification to Bid
G. Non-Collusion Certificate
H. W-9 Taxpayer Identification Number and Certification
I. Performance Bond (100%)
J. Approved Stormwater Management Plan for Greensboro Volunteer Fire Company Fire Station
K. Unity Landscape Design Build, Inc. Detailed Proposal for Construction of Stormwater Best Management Practices at Greensboro Volunteer Fire Company Fire Station with costs
L. Attachment D: Maryland Department of the Environment Conditions of Financial Assistance Award for Projects Using Federal Grant Funds from Section 319(h) of the Clean Water Act.

2.0 SCOPE OF WORK

A. The project consists of construction of stormwater best management practices at the Greensboro Volunteer Fire Company fire station in Greensboro, Maryland to design/engineering plans signed and stamped by Judy A. Schwartz, P.E., George, Miles & Buhr, LLC ("GMB"). Construction activities include removal of all excavated materials and planting of materials as specified in the design plans. The Greensboro Volunteer Fire Company fire station is located at 116 North Main Street, Greensboro, MD 21639.

3.0 GENERAL PROVISIONS

A. The work to be done under this Contract includes, but is not limited to, furnishing all materials, labor, tools, equipment, superintendence, transportation and performing all work in strict accordance with the attached GMB design plans and specifications.
B. The work shall be done under contract with the County Commissioners of Caroline County and the supervision of the Caroline County Department of Planning and Codes or their assignee.
C. The work shall be complete in all its parts and ready for use in the time specified and in strict accordance with the terms and conditions of the Contract. Any deviation shall be subject to the approval of Caroline County Department of Planning and Codes. Contractor understands that time is of the essence in this Agreement as specifically set forth in Section 7.0, Contract Period.
D. The Contractor shall assume all responsibility for the project and construction site until accepted by the Caroline County Department of Planning and Codes.
E. The Contractor shall be prepared to execute a finished project in every particular way without any extra charge, unless specifically provided for within the contract.
F. Should there be any discrepancies between field conditions after bidding and prior to the beginning of work, the Contractor shall bring such discrepancies to the attention of Caroline County Department of Planning and Codes at the work initiation conference.
G. Caroline County shall not be responsible for any conditions resulting from the reuse of materials that are to be disposed of off-site by the Contractor.
H. The Contractor, before submitting a proposal for this project, shall visit the construction site and thoroughly familiarize himself with all existing conditions above and below ground.
I. The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Health Department of Caroline County or other authorities having jurisdiction and shall commit no

public nuisance.

J. The work under this Contract includes all necessary items required for good, safe and sanitary construction practices and administration of the project. These requirements are subject to the approval of the County.

4.0 SPECIFIC INSTRUCTIONS TO CONTRACTOR

A. The Contractor is required to work directly with the Greensboro Volunteer Fire Company before and during construction to coordinate scheduling of construction work at the project site. Throughout the project the Contractor will ensure adequate access to emergency vehicle/fire apparatus bays and vehicle parking areas or 48-hour notice to Fire Company of need for alternate locations for emergency vehicle/fire apparatus and/or vehicle parking areas due to construction work.

B. Contractor's attention is directed to the fact that vehicle access to and through the site will be modified as a result of this project. The Contractor will provide temporary signage and other highly visible barriers to prevent damage to or from vehicles during construction.

C. The Contractor shall determine the specific locations of all utilities, above and below ground, and shall take whatever precautions are necessary to prevent damage to them during construction. If any area is damaged due to construction activities, the Contractor shall make all necessary repairs at his own expense.

D. The Contractor will be required to restore any area and/or utilities disturbed during construction, prior to the completion of the project, to a condition equal to or better than existing at time of award of contract.

E. The Contractor shall perform all construction work during the daylight hours.

F. The Contractor shall preserve the structural integrity of existing buildings and site improvements and protect them from damage during construction. The Contractor at his own expense shall repair any damage sustained to existing structures and site improvements to the satisfaction of Caroline County Department of Planning and Codes.

G. The Contractor shall be fully and solely responsible for the protection of the public from any construction activities or unfinished work areas. The Contractor shall erect barricades and post warning signs indicating that the construction area is restricted to construction personnel only, except as outlined below.

H. It shall be the Contractor's responsibility for vehicular traffic control during construction. Caroline County does not assume responsibility for any damage to vehicles caused by the Contractor's activities.

I. All construction and excavation activities shall be carried out in strict conformance with the day/night noise standard prescribed by Maryland Department of Health and Mental Hygiene, Subtitle 20, Noise Pollution.

J. At contract implementation, the Contractor will furnish the County with up-to-date certificates of insurance stating the following requirements:

   a. Professional malpractice, negligence, and errors and omission coverage in minimum amounts of $2,000,000 per event and $1,000,000 per person.
   b. General Liability - Minimum $2,000,000
   c. Workers' Compensation Insurance as required by law.
   d. Comprehensive Liability Insurance with minimum limits of $1,000,000 per person,

$2,000,000 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

e. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

K. The Contractor must comply with all requirements of the Contract Documents. The Contractor should become familiar with these documents and satisfy himself that there are no conflicts. If any conflict is found, it should immediately be brought to the attention of the County.

L. The Contractor is responsible for making all necessary notifications required by the plans, specifications and permits required for the implementation of this project. The Contractor must also call Miss Utility (1-800-257-7777) to identify any utilities on the site before starting work. Written notification is to be made 10 days prior to starting work.

M. There shall be a Preconstruction Conference before the work is started. At that time, requirements for sediment and erosion will be discussed in detail with Caroline County Soil Conservation District staff. The Contractor is responsible for any sediment and erosion control measures required by regulatory authority regardless of whether or not they are explicitly stated in the Contract Documents. Sediment and erosion control measures must be in place and approved by the County Soil Conservation District before the work is started.

N. For the purpose of this Contract, extra work shall be considered work ordered by the County, in writing, above the contingent quantities and allowable increases of bid items as specified herein, in accordance with the unit price specified. The Contractor must obtain written approval from the County before undertaking any work involving extra cost. Problems or changed conditions must be called to the attention of the County immediately.

O. The Contractor must be sensitive to the community and adjacent property owners. The Contractor shall immediately advise the County of any problems involving the community.

P. A Performance Bond shall be supplied by the Contractor in the full value of the project.

5.0 PERMITS

The Contractor shall adhere to the terms of all permits required for the implementation of this project. This shall include permits from the Caroline County Soil Conservation District, and the Town of Denton, and other applicable permits.

6.0 CONSTRUCTION MANAGEMENT

A. The Contractor shall prepare all work change orders, if any, for County approval.

B. The Contractor shall manage all work under the project.

C. The Contractor shall adhere to federal, state and local government procurement rules and regulations and will maintain adequate records to support the basis for all purchasing of good and materials and contracting services for projects approved under the Public Assistance Program as stated in 44 CFR 13.36.

7.0 CONTRACT PERIOD - TIME IS OF THE ESSENCE

A. Construction Phase - The construction phase shall begin on the date first listed above and shall be completed by September 30, 2022.

B. Contractor understands that time is of the essence in this Contract. Failure to perform by this date may result in liability up to and including the entire Contract amount.

C. Caroline County reserves the right to terminate the contract within thirty (30) days' notice in writing, if, in the opinion of the Caroline County Department of Planning and Codes, the work performed by the Contractor under the provisions of the contract is not satisfactory.

D. The work under this Contract shall be performed in accordance, and Contractor shall comply, with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirement shall govern.

8.0 CONTRACT AMOUNT AND PAYMENTS

A. The County agrees to pay, and the Contractor agrees to accept, the sum of Three hundred seventy-six thousand six hundred seven dollars and eighteen cents (the "Contract Price"), subject to adjustments for changes in the Work as may be directed in writing by the County, as payment in full for the Work.

B. Within 30 days of the date of completion and upon final inspection and acceptance of the construction, the County shall release any remaining funds due Contractor unless there is a dispute between the Contractor and the County. In the event of a dispute, the County may continue to withhold 100% of the disputed amount, until said dispute is resolved pursuant to paragraph 15 below. Acceptance by Contractor of final payment shall constitute a waiver of all claims against the County arising under the Contract Documents.

C. No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every portion of the Contract Documents, and the County shall have the right subsequently to correct any error made in any estimate for payment.

9.0 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.

10.0 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 Caroline County. All Caroline 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 below, exclusive venue and jurisdiction must be in a Court of competent jurisdiction in Caroline County, Maryland.

11.0 ASSIGNMENTS AND SUBCONTRACTS

As a general rule, 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 Director of Purchasing, or as otherwise specifically provided for in the Contract. Unless performance is separately and expressly waived in writing by the Director of Purchasing, an assignment or subcontract 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 Director of Purchasing.

12.0 CHANGES

The Director of Purchasing 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 about an adjustment in time or money due to a change must be given in writing to the Director of Purchasing or the designated Contract administrator, within thirty (30) days from the date that the Director of Purchasing issued the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause 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 for by this section.

13.0 CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director of Purchasing. 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;
4. Serve as records custodian for this contract;
5. Accept or reject the Contractor's performance;
6. Furnish timely written notice of the Contractor's performance failures to The Director of Purchasing and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director of Purchasing; and
10. Issue notices to proceed.
11. Accept notice required pursuant to this Contract as set forth in Paragraph 43, below.

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.

14.0 COST AND 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 Director of Purchasing access to all books, records, documents, and other supporting data 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.

15. DISPUTES, VIOLATIONS AND BREACHES 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 Director of Purchasing, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the Director of Purchasing, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the Director of Purchasing. 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 of 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.

16.0 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.

17.0 DURATION OF OBLIGATION

The Contractor agrees that all of 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.

18.0 ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the Contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This Contract

supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, except for express warranties given to induce the County to enter into the Contract.

19.0 ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 33 - Ethics of the Code of Public Local Laws of Caroline County.

20.0 GUARANTEE

A. Contractor guarantees for one 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 all defects for such period. The Contractor must correct all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occurs within one (1) year of 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 warranty or guarantee 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 acceptance by the County of the goods or services.

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 in the Contract documents.

F. All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.

21.0 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.

22.0 INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any Contract terms or conditions supplied by the Contractor, the County's General 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 among the Contract Documents, such matters shall be resolved in favor of the following priorities:

A. Any term or condition specifically provided for in a Contract or exhibit or attachment 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 interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.

C. These General Conditions.

The lack of a specific provision in any of the documents referred to in this Agreement shall not operate to create an ambiguity with these General Conditions.

23.0 HOLD HARMLESS AND 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, officials, employees, agents, boards, and agencies.

24.0 INDEPENDENT CONTRACTOR

The Contractor and subcontractors are independent contractors. The Contractor, subcontractor, and the employees or agents thereof are not agents of the County. Neither these General Conditions nor the Contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

25.0 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.

26.0 PERSONAL PROPERTY

All furniture, office equipment, 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. The County shall be given patent rights to any discovery or invention which arises or is developed in the course of or under this Contract.

27.0 TERMINATION FOR CAUSE

The Director of Purchasing may terminate the Contract in whole or in part, and from time to time, whenever the Director of Purchasing 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 that would be incurred by the County, whether the costs are actually incurred or not, 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.

28.0 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, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

29.0 TITLE

All goods delivered or provided to the County or otherwise pursuant to the Contract, and the title thereto, shall be free 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.

30.0 WORK UNDER 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.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agree to compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or 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.

32.0 RETENTION OF RECORDS -AUDIT

The Contractor agrees to provide the County with all required records at the conclusion of the project and agrees to the retention of all association records for three years after making final payments and all other pending matters are closed.

33.0 NOTICES

Notices required to be given under this Contract shall be directed to:

If Contractor:

Lucas Lees
443-841-2115
Lucas@Unitylandscape.com
3621 Church Hill Rd
Church Hill, MD 21623

If to County:

Ronnie Fotheringham
President
400 High Street
Chestertown, MD 21620

34.0 COMPLIANCE WITH SECTION 319(h) OF THE CLEAN WATER ACT

Contractor guarantees compliance with Attachment K of the Contract regarding the Maryland Department of the Environment (MDE) Conditions of Financial Assistance Award for Projects Using Federal Grant Funds from Section 319(h) of the Clean Water Act, including but not limited to the use of the requirements of the U.S. Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (M/WBE) contained in 40 CFR, Part 33, and MDE's Disadvantaged Business Enterprise (DBE) Program procedures.

35.0 FUNDING CONTINGENCY

This Project is dependent upon a grant from the Maryland Department of the Environment. Anything in this Contract to the contrary notwithstanding, should the grant funds be inadequate, then the County Commissioners of Caroline County, Maryland shall be permitted to terminate its obligation pursuant to this Contract immediately upon written notice to the Contractor. In this event, the Contract will be deemed null and void *ab initio,* and no funds will be due to the Contractor. The Contractor assumes all liability which accrues before this Contract is funded by the Maryland Department of the Environment and fully executed by the County Commissioners of Caroline County, Maryland.

36.0 REPRESENTATION ON AUTHORITY OF PARTIES

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

This Contract entered into as of the day and year first written above.

ATTEST:

Kaleigh E. Leager
Kaleigh Leager
Executive Assistant

COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND

Larry C. Porter, President

WITNESS:

Sandra Appel

CONTRACTOR:

Approved for Legal Sufficiency:

Stewart Barroll, County Attorney

PROPOSAL

Date
3/21/2022

Name / Address
Greensboro VFC 116 North Main Street Greensboro, MD 21639

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
18644	IN3-9-22

Item	Description	Qty	Rate	Total
grsite	GENERAL CONDITIONS - Bonding			14,500.00
grsite	MOBILIZATION - Mobilize all Equipment and tools to the Volunteer Fire Hall in Greensboro - De-mobilize all equipment and Tools back to Church Hill upon project completion *Site access will be from the side road that ties into sunset ave and main St			8,430.00
grsite	SEDIMENT AND EROSION CONTROL - Supply and install all sediment erosion control devices, and Dewatering devices as shown on the provided GMB plans - Supply and install all inlet protection devices as shown on the plans - Install permanent stabilization matting per plans - Install Filter Logs per plans - Remove and dispose of all sediment control devices upon completion of the stormwater improvements - Restore all areas impacted from Sediment Erosion control devices			19,942.30
grsite	INFRASTRUCTURE DEMOLITION - Remove and dispose of all existing asphalt and concrete per the plans provided by GMB - Remove fencing as shown on the plan - Remove existing junction boxes as shown - Remove large pipe as shown on plans - All rubble will be hauled and disposed off site *Disposal fees for concrete and asphalt are included in this proposal *If unexpected underground utilities/tanks are discovered and need to be removed, they will be assessed and billed in addition to this contract			30,649.00
			Total	

PROPOSAL

Date
3/21/2022

Name / Address
Greensboro VFC 116 North Main Street Greensboro, MD 21639

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape.com

Estimate #	Project
18644	IN3-9-22

Item	Description	Qty	Rate	Total
grsite	VEGETATION DEMOLITION - Remove any dead/fallen trees within the footprint of repair to take place - Remove all material lodged into the washout including tree trunks and stumps - Remove shrubs as shown on the GMB Plan *There are no trees removed as part of this proposal per the plans from GMB. Should it be determined that tree removal is necessary for safe access, that will be assessed and billed in addition to this contract *Dispose of all removed vegetation and organic debris off site at an approved disposal facility *Disposal fees are included in this proposal			7,947.22
grsite	STORM DRAIN SYSTEM - Supply and install the storm drain system as shown on GMB Plan sheet C2.0 - Supply and install all HDPE Pipe - Create all connections and fittings as shown on the plan - Potential access through the Tag and Title place around back - Supply and install the underdrain system prior to permeable paver installation			21,092.00
			Total	

PROPOSAL

Date
3/21/2022

Name / Address
Greensboro VFC 116 North Main Street Greensboro, MD 21639

unity design|build landscape

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
18644	IN3-9-22

Item	Description	Qty	Rate	Total
grhards...	CONCRETE & PAVER INSTALLATION - Layout on site by Lucas Lees and GMB if necessary - Excavate the base material in each area as necessary for construction - Haul all excavated material off site, any usable material can be taken to the Greensboro VFD community center - Supply and install 395 linear feet of Curbing (10",6" and at grade) - Supply and install roughly 2,000SF concrete slab as shown on the plan using minimum 3500 PSI concrete - Prepare the base of the permeable pavers as shown on plans - Supply and install M200 Geotextile fabric per the GMB/ACF spec - Supply and install 590 Tons of Clean #2 stone as the sub base and compact using vibratory plate tamper - Supply and install 220 Tons of Clean #57 stone as the setting base and compact using vibratory plate tamper - Supply and install 7,420 Square feet of Power Block Pavers from ACF Environmental and tamp in place using a large vibratory plate tamper - Supply and install geotextile fabric in the area along the side of the fire house and secure with 6" landscape staples - Supply and install 32 tons of 3"-5" Clean River jack on top of the fabric - Restore all paver edges upon completion of installation *Pavers come with manufacturers implied warranty			229,444.96

	Total

PROPOSAL

Date
3/21/2022

Name / Address
Greensboro VFC 116 North Main Street Greensboro, MD 21639

unity design|build landscape

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape.com

Estimate #	Project
18644	IN3-9-22

Item	Description	Qty	Rate	Total
grsite	STEP POOL & OUTFALL SYSTEM - Layout on site by Lucas Lees and Cliff Westman - Excavate the footprint of the step pool system to the proper lines and grades for construction - Haul all excavated unusable material off site, anything can be re-used will go to the VFC - Supply and install Imbricated or Sandstone rock Check Dams as shown on GMB Plan - Supply and install all additional cobble stone protection as shown on the plan - Supply and install all channel fabric as shown on the plans - Excavate any material within the Concrete structure where the outfall will go - Bore a hole in the concrete for the new outlet pipe using Hammer drills and a small hydraulic hammer - Supply and install the Standard SHA inlet as provided on the GMB plans and tie into existing drain pipe - Create all connections and fittings as shown on the plans - Seed all areas with required seed as shown on plans			43,061.70
grsite	OVER-EXCAVATION AND BACKFILL - For the over-excavation and backfill per one yard of soil			385.00

	Total	$375,452.18

Invoice

DATE	INVOICE NO.
8/1/2022	7202

BILL TO
Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

unity design|build landscape

3621 Church Hill Road
Church Hill, MD
21623

ph. 410.556.6010
fx. 410.556.6173

www.unitylandscape.com

			CO#01	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	ADDITIONAL TREE CLEARING BASED ON EXPANDED LOD PO# 2022-311			
layout	7-27-22 - Lucas and Cliff on site reviewing layout of area to be expanded/cleared and identifying trees to remain - Coordinate with Brandon from Greensboro Public Works for disposal for most loose brush - All larger pieces hauled out of town to approved disposal facility	6	125.00	750.00
Foreman	7-27-22 Landscape Foreman per/hr - Remove understory invasives inside and outside of the original LOD	11	65.00	715.00
Labor	7-27-22 Landscape Technician per/hr - Performed above work	33	55.00	1,815.00
F450/550	7-27-22 F450/F550 Stake body Dump truck (daily rate)	1	185.00	185.00
excajd25dr	John Deere 26G (daily rate)	1	465.00	465.00
Supervisor	7-28-22 On- Site Supervisor for project management	4	75.00	300.00
Foreman	7-28-22 Landscape Foreman per/hr - Cut down trees alongside concrete path that were not part of original plan	11	65.00	715.00

Total

Payments/Credits

Balance Due

Invoice

DATE	INVOICE NO.
8/1/2022	7202

BILL TO
Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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3621 Church Hill Road
Church Hill, MD
21623

ph. 410.556.6010
fx. 410.556.6173

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			CO#01	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Labor	7-28-22 Landscape Technician per/hr - Performed above work	21	55.00	1,155.00
F450/550	7-28-22 F450/F550 Stake body Dump truck (daily rate)	1	185.00	185.00
excajd25dr	John Deere 26G (daily rate)	1	465.00	465.00
Operator	7-28-22 Equipment operator - Haul loads of debris from site to approved disposal facility	5	75.00	375.00
International	7-28-22 International Dump truck (daily rate)	0.5	215.00	107.50
Supervisor	7-29-22 On- Site Supervisor for project management	4	75.00	300.00
Miscellaneous	7-29-22 Subcontractor on site to cut down four large trees	1	3,000.00	3,000.00
Foreman	7-29-22 Landscape Foreman per/hr - Prep area where additional trees were removed for fabric installation - Supply and install Coir 700 erosion matting on entire edge of concrete road along expanded LOD	9.1	65.00	591.50

Total

Payments/Credits

Balance Due

Invoice

DATE	INVOICE NO.
8/1/2022	7202

BILL TO
Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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			CO#01	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Labor	7-29-22 Landscape Technician per/hr - Performed above work	27.3	55.00	1,501.50
F450/550	7-29-22 F450/F550 Stake body Dump truck (daily rate)	1	185.00	185.00
excajd25dr	John Deere 26G (daily rate)	1	465.00	465.00
Foreman	8-1-22 Landscape Foreman per/hr - Remove brush and debris alongside concrete road - Cut final trunks remaining from tree service - Clean up Gray's Gas parking lot from tree removal debris	5	65.00	325.00
Labor	8-1-22 Landscape Technician per/hr - Performed above work	10	55.00	550.00
Freightliner	8-1-22 Freightliner (daily rate)	0.5	215.00	107.50
chaisaw	Chainsaw (daily rate)	2	35.00	70.00
	MATERIALS			
Coir700120/Roll	Coir 700 Erosion Matting 6.5' x 166' (120 sq/yd roll) Each	1	420.53	420.53
Staple6"box1000	6" Steel Staple box of 1000	0.25	74.10	18.53

Total	$14,767.06
Payments/Credits	-$14,767.06
Balance Due	$0.00

Invoice

DATE	INVOICE NO.
10/17/2022	7464

BILL TO
Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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			CO#09	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
grplant	PLANT MATERIAL INSTALLATION - Supply and install the following plant material: SHRUBS UPPER DRY ZONE (18) Physocarpus opulifolius Ginger Wine (Ginger Wine Ninebark) 3 gallon * $52.59 per unit installed and fertilized (45) Rhus aromatica 'Gro Low' (Low fragrant sumac) 2 gallon * $52.59 per unit installed and fertilized HERBACEOUS UPPER DRY ZONE (500) Schizachyrium scoparium (Little Bluestem) plug CP50 * $2.85 per unit installed and fertilized SHRUBS MID ZONE (15) Clethra alnifolia 'Hummingbird' (Hummingbird Summersweet) 3 gallon * $52.59 per unit installed and fertilized (35) Diervilla sessilifolia 'Kodiak Black' (Kodiak Black Southern Bush Honeysuckle) 3 gallon * $52.59 per unit installed and fertilized (35) Diervilla sessilifolia 'Kodiak Red' (Kodiak Red Southern Bush Honeysuckle) 3 gallon * $52.59 per unit installed and fertilized (35) Ilex glabra 'Compacta' (Compact Inkberry) 3 gallon * $52.59 per unit installed and fertilized HERBACEOUS MID ZONE (300) Chasmanthium latifolium (Northern Sea Oats) CP50 * $2.85 per unit installed and fertilized		23,439.75	23,439.75

Total	
Payments/Credits	
Balance Due	

Invoice

DATE	INVOICE NO.
10/17/2022	7464

BILL TO
Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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			CO#09	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	(200) Baptisia australis (False Indigo) DP50 * $2.85 per unit installed and fertilized (200) Rudbeckia fulgida Goldsturm (Goldsturm Black Eyed Susan) 50 Landscape Plug * $2.85 per unit installed and fertilized SHRUBS LOWER ZONE (25) Aronia arbutifolia 'Brilliantissima' (Brilliant Red Chokeberry) 3 gallon * $52.59 per unit installed and fertilized (15) Ilex verticillata 'Winter Red' (Winter Red Winterberry Holly) 3 gallon * $52.59 per unit installed and fertilized (2) Ilex verticillata 'Southern Gentleman' (Southern Gentleman Male Winterberry) 3 gallon * $52.59 per unit installed and fertilized (18) Viburnum dentatum 'Chicago Lustre' (Chicago Luster Arrowwood Viburnum) 3 gallon * $52.59 per unit installed and fertilized (9) Viburnum nudum 'Brandywine' (Brandywine Smooth Witherod) 3 gallon * $52.59 per unit installed and fertilized (18) Viburnum nudum 'Winterthur' (Winterthur Smooth Witherod) 3 gallon * $52.59 per unit installed and fertilized HERBACEOUS LOWER ZONE (150) Deschampsia cespitosa (Tufted Hair Grass) DP50 * $2.85 per unit installed and fertilized (50) Eupatorium Coelestinum (Blue Mist Flower) DP50 * $2.85 per unit installed and fertilized (200) Penstemon digitalis (Beard Tongue) 50 plug * $2.85 per unit installed and fertilized			

Total	
Payments/Credits	
Balance Due	

Invoice

DATE	INVOICE NO.
10/17/2022	7464

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Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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			CO#09	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	WOODCHIPS - Supply and install 60 yards of woodchips to mulch and stabilize entire site after completion of plantings * Woodchips installed at $78.00 per/yard			

Total	
Payments/Credits	
Balance Due	

Invoice

DATE	INVOICE NO.
10/17/2022	7464

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Caroline County Commissioners Attn: Finance 109 Market St, Room 132 Denton, MD 21629

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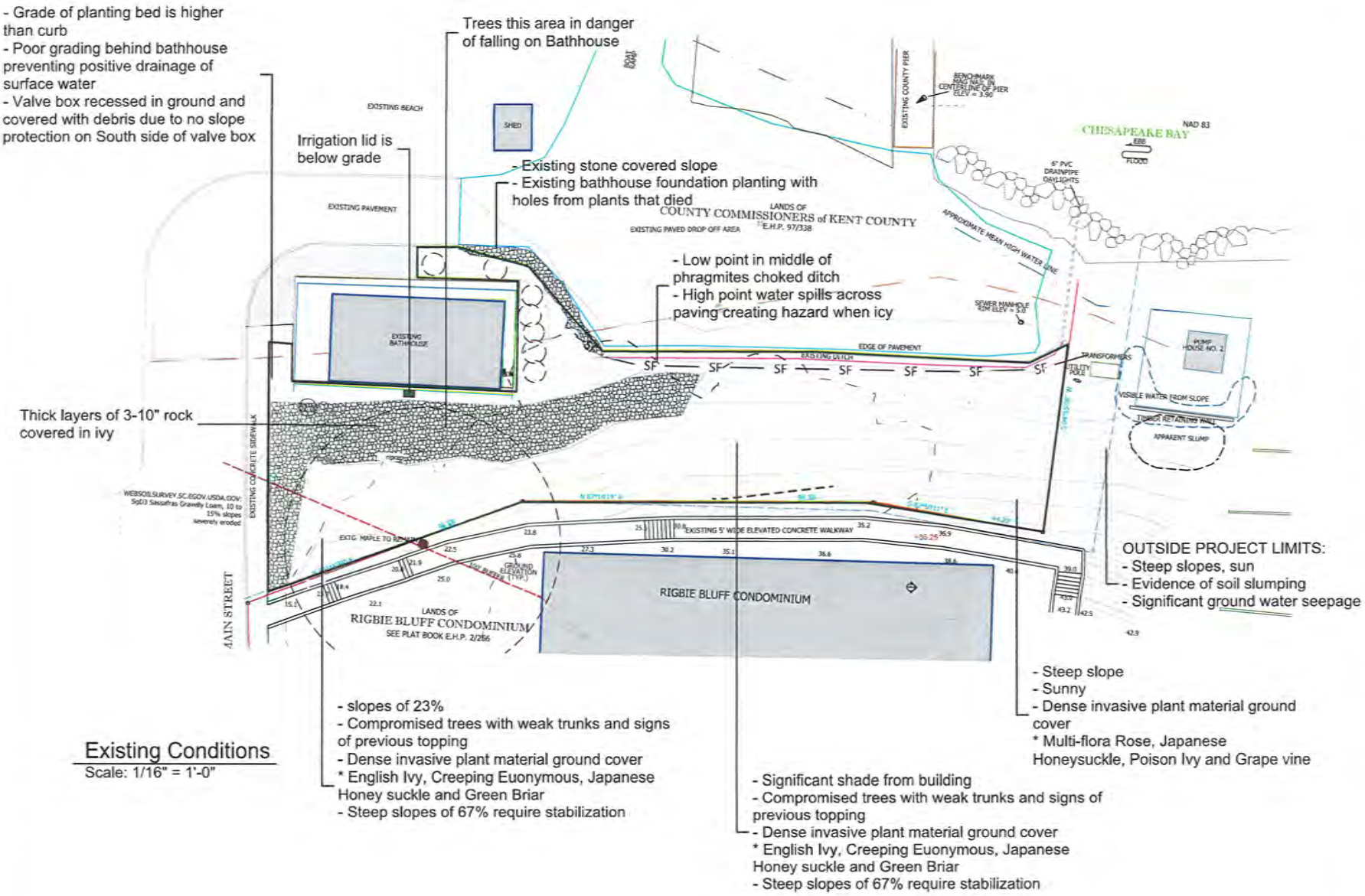
			CO#09	
ITEM	DESCRIPTION	QTY	RATE	AMOUNT

Total	$23,439.75
Payments/Credits	-$23,439.75
Balance Due	$0.00



Existing Conditions
Scale: 1/16" = 1'-0"

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
BETTERTON, MD

EXISTING CONDITIONS/ SITE ANALYSIS

ISSUE:
Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: 1/16"=1'

REVISION:

DRAWN BY:
MJ

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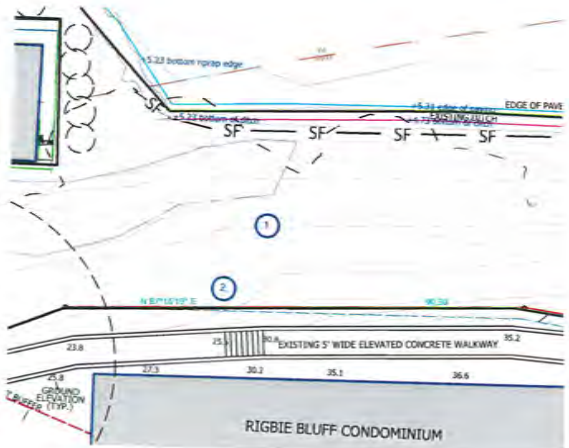

Soil Bore Report

Scale: 1/16" = 1'-0"

Waypoint ANALYTICAL

7621 Whitepine Road, Richmond, VA 23237
Main 804-743-9401 ° Fax 804-271-5446
www.waypointanalytical.com

"Every acre...Every year"

SOIL ANALYSIS

Client :	Grower :	
UNITY LANDSCAPE DESIGN BUILD INC 3621 CHURCH HILL RD CHURCH HILL MD 21661	Town of Bettertoon	Report No: 22-046-1150 Cust No: 07523 Date Printed: 02/16/2022 Date Received : 02/15/2022 PO: Page : 1 of 1

Lab No: 15905 **Field:** **Sample ID:** Better

Test	Method	Results	SOIL TEST RATINGS (Very Low / Low / Medium / Optimum / Very High)
Soil pH	1:1	6.6	
Buffer pH			
Phosphorus (P)	M3	10 ppm	
Potassium (K)	M3	61 ppm	
Calcium (Ca)	M3	1195 ppm	
Magnesium (Mg)	M3	142 ppm	
Sulfur (S)			
Boron (B)			
Copper (Cu)			
Iron (Fe)			
Manganese (Mn)			
Zinc (Zn)			
Sodium (Na)			
Soluble Salts			
Organic Matter	LOI	2.5%	
Estimated N Release		89 lbs/acre	
Nitrate Nitrogen			

Calculated Cation Exchange Capacity: 7.8 meq/100g

%Saturation	%sat	meq
K	2.0	0.2
Ca	76.6	6.0
Mg	15.2	1.2
H	6.4	0.5

K/Mg Ratio: 0.13
Ca/Mg Ratio: 5.04

SOIL FERTILITY GUIDELINES

Crop : Ryegrass **Yield Goal :** 5 Tons **Rec Units:** LB/ACRE

(lbs)	LIME	(tons)	N	P_2O_5	K_2O	Mg	S	B	Cu	Mn	Zn	Fe
0		0	50	110	200	0						

Crop : **Rec Units:**

Comments :

Ryegrass

- Apply additional 65 pounds of nitrogen after every cutting and harvest of hay.

SMP - SMP Buffer pH M3 - Mehlich 3 LOI - Loss On Ignition 1:1 - Water pH

Analysis prepared by: Waypoint Analytical Virginia, Inc.

BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
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SOIL ANALYSIS

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ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: as noted

REVISION:

DRAWN BY: MJ

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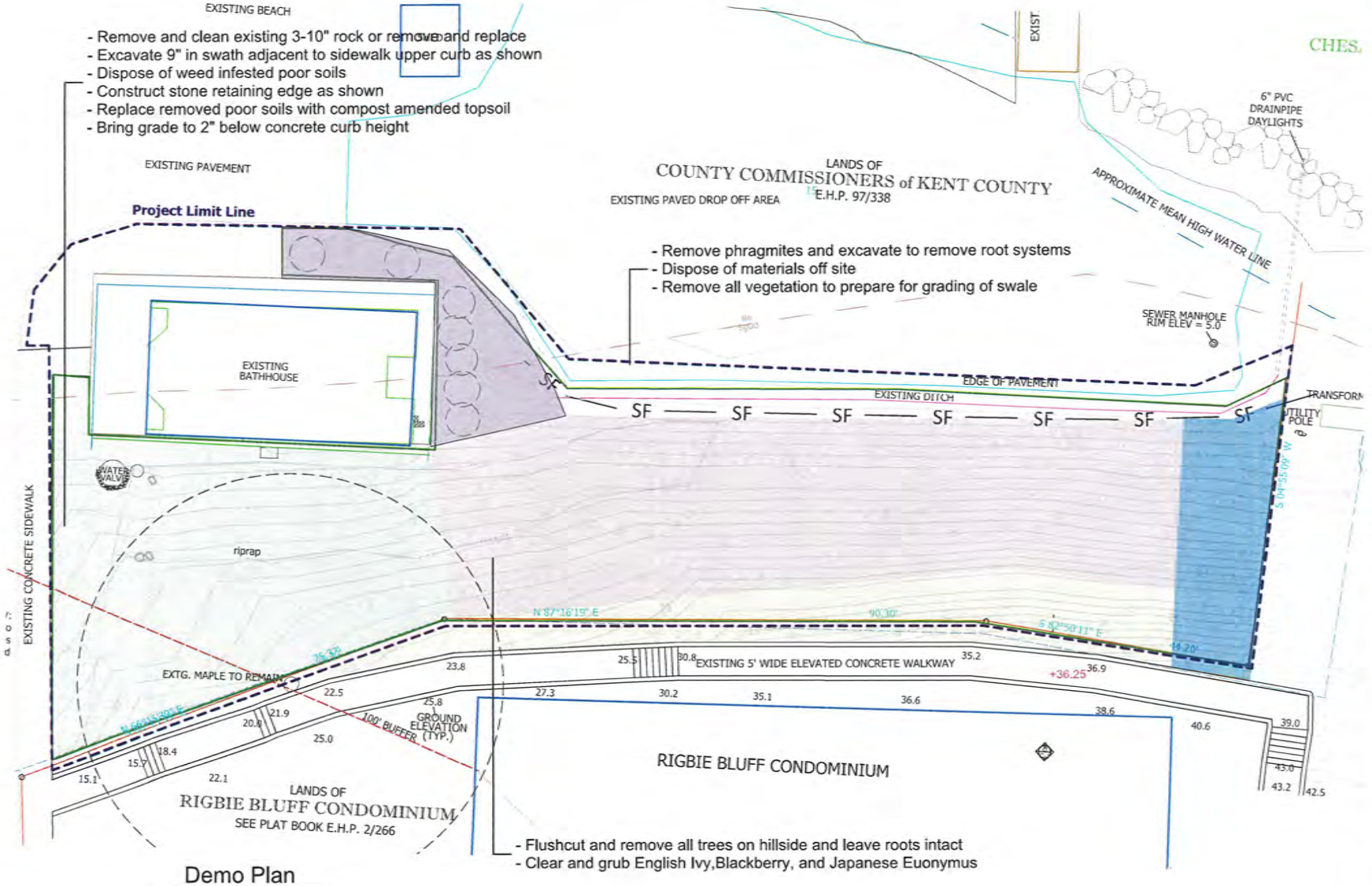

Demo Plan

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

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF PRIVATE PROPERTY
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FOREST CLEARING PLAN

ISSUE:
Bid
Construction
Owner Review
Permit
Revision

Date: 11-18-22
Scale: 3/32"=1'

REVISION:

DRAWN BY:
MJ

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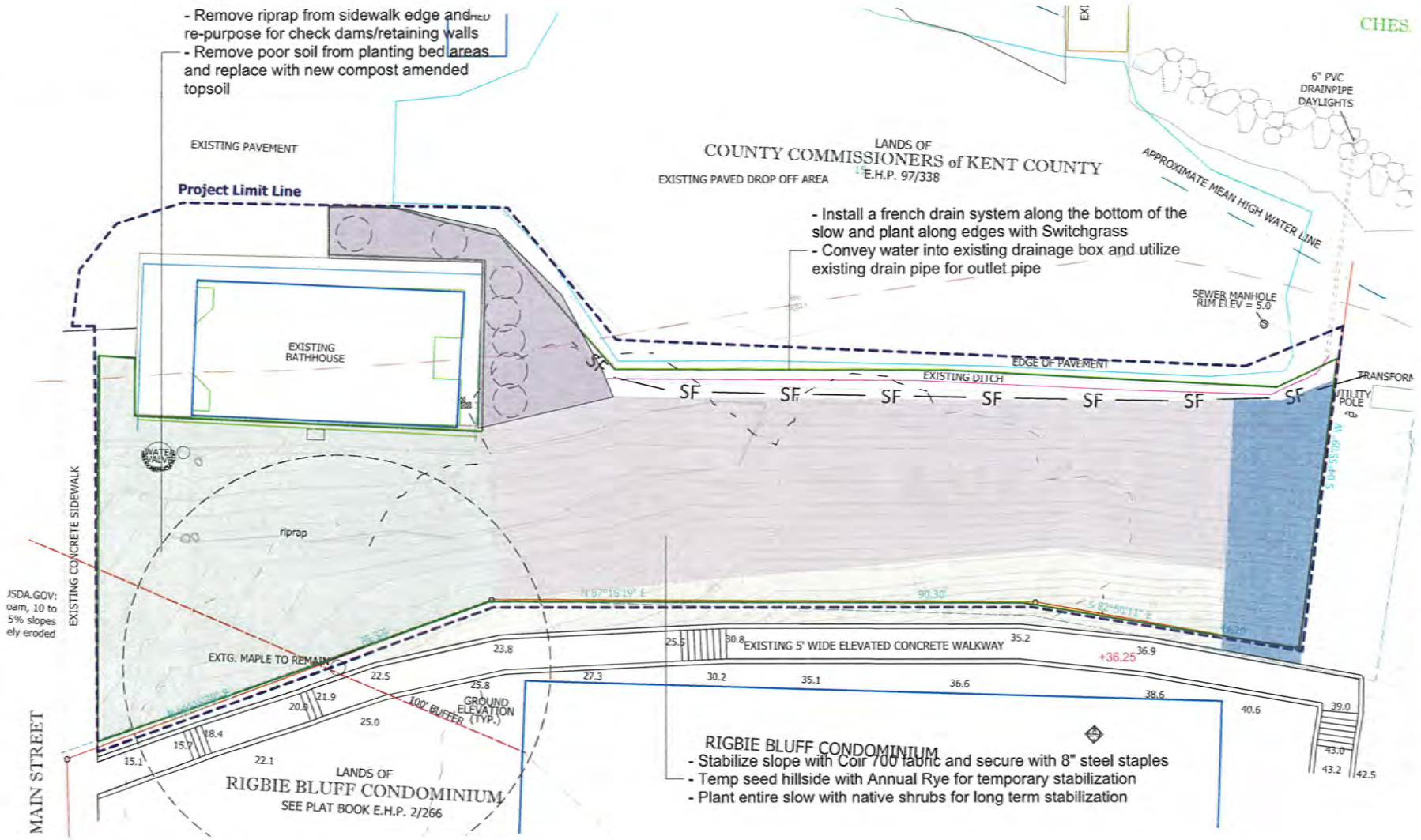

Concept Plan
Scale: 3/32" = 1'-0"

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BETTERTON BEACH PUBLIC LANDING /RIGBIE BLUFF BLUFF PRIVATE PROPERTY
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CONCEPT PLAN

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: as noted

REVISION:

DRAWN BY: RH

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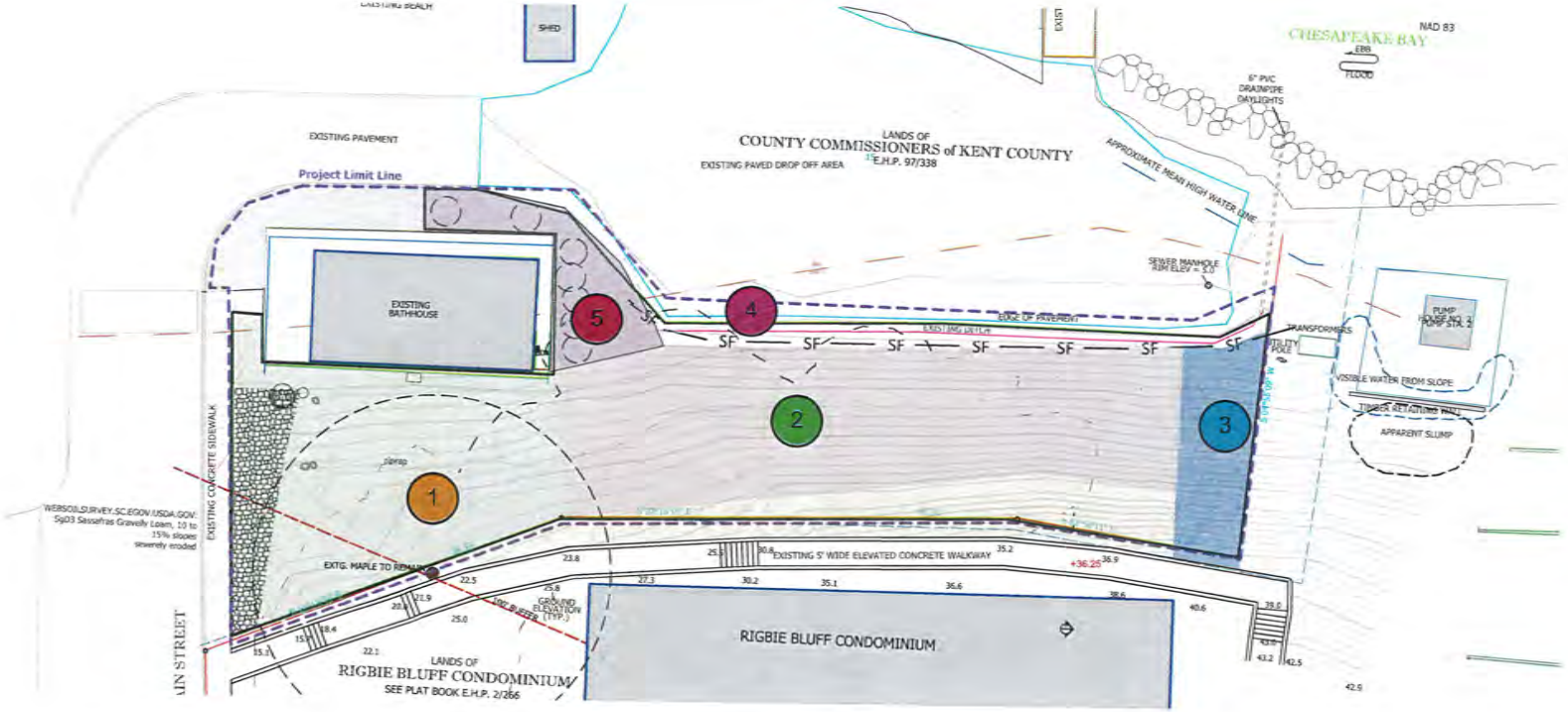

Planting Zones

Scale: 1/16" = 1'-0"

1 — 23% grade, semi-shaded, large Maple
Stabilize with planting and rock retainer
- Native tree and shrub planting for part shade

2 — Slopes from 40 to 67%; significant shade
- Stabilize with Coir 700 fabric
- Native shrub plantings for part sun

3 — x7% slopes, sunny, wet
Stabilize with pinned coir fabric
- Native shrub planting for wet sun

4 — French Drain
- Install french drain system
- Switch Grass planting

5 — Beds around Bathhouse: native ornamental low maintenance additions to planting bed, compost and mulch
plant with shrubs, perennials, ground covers

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
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PLANTING ZONES

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: as noted

REVISION:

DRAWN BY: MJ

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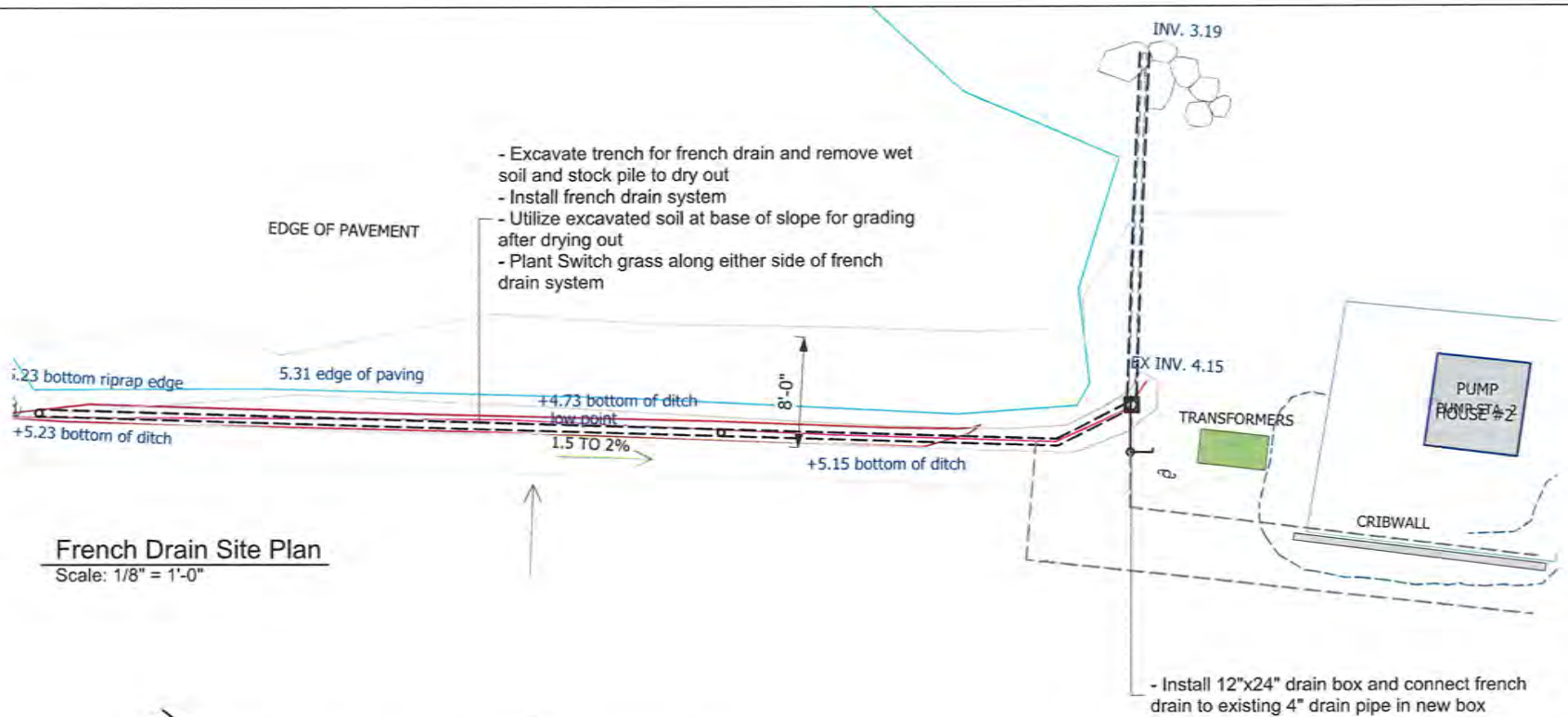
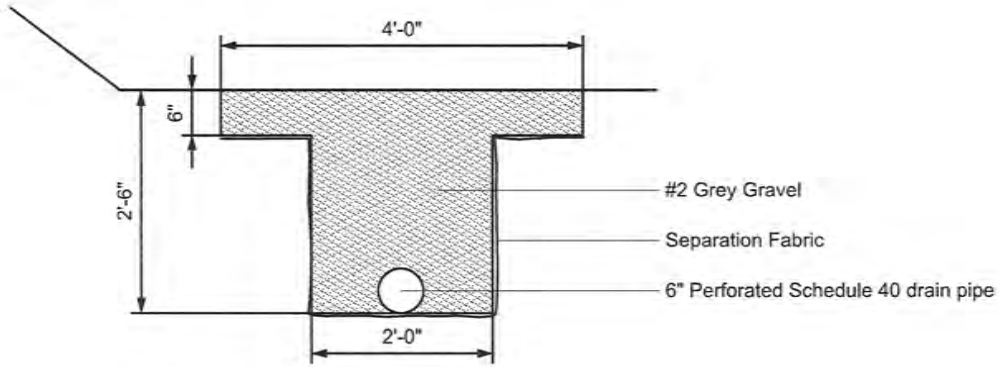


French Drain Site Plan

Scale: 1/8" = 1'-0"



FRENCH DRAIN SECTION

Scale: 3/4" = 1'-0"

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
BETTERTON, MD

FRENCH DRAIN SYSTEM

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: per detail

REVISION:

DRAWN BY:
MJ

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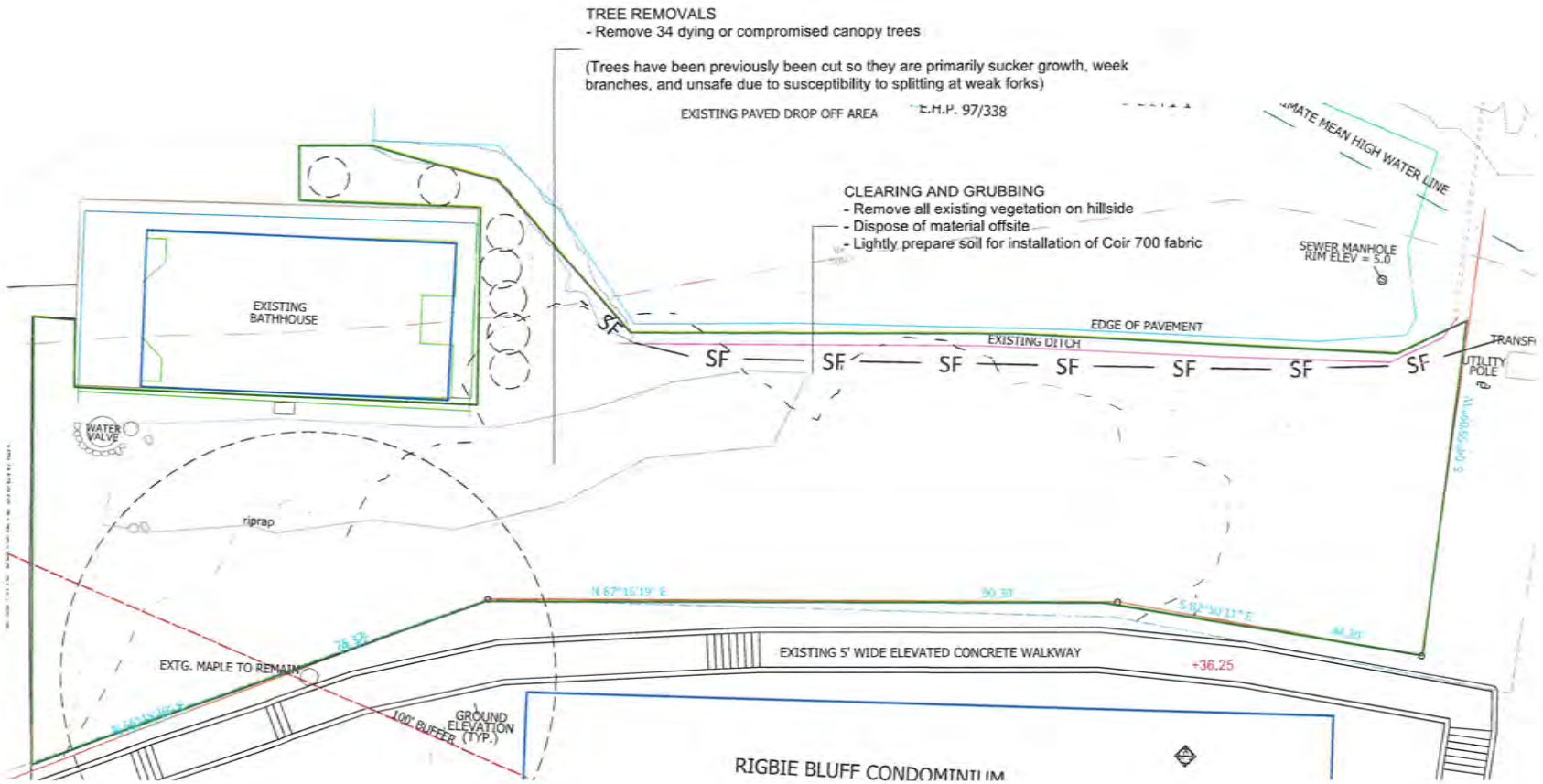

BUFFER AREA DIAGRAM

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

BUFFER MANAGEMENT DISTURBANCE AND MITIGATION CALCULATIONS

VEGETATION TYPE	QTY	Mitigation credit per plant	Mitigation calculation	Mitigation Credit
Remove invasive vegetation in buffer area			3,980 SF	
Remove canopy trees	34		6,800 SF	
Canopy Tree	0			
Understory Trees 1" caliper	8	100 sq/ft		800 sq/ft
Large Shrubs, 3' high	385	50 sq/ft		19,250 sq/ft
Herbaceous	338	2 sq/ft		676 sq/ft
Total			**10,700**	**20,726 sq/ft**

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
BETTERTON, MD

BUFFER MANAGEMENT PLAN

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: 3/32"=1'

REVISION:

DRAWN BY: MJ

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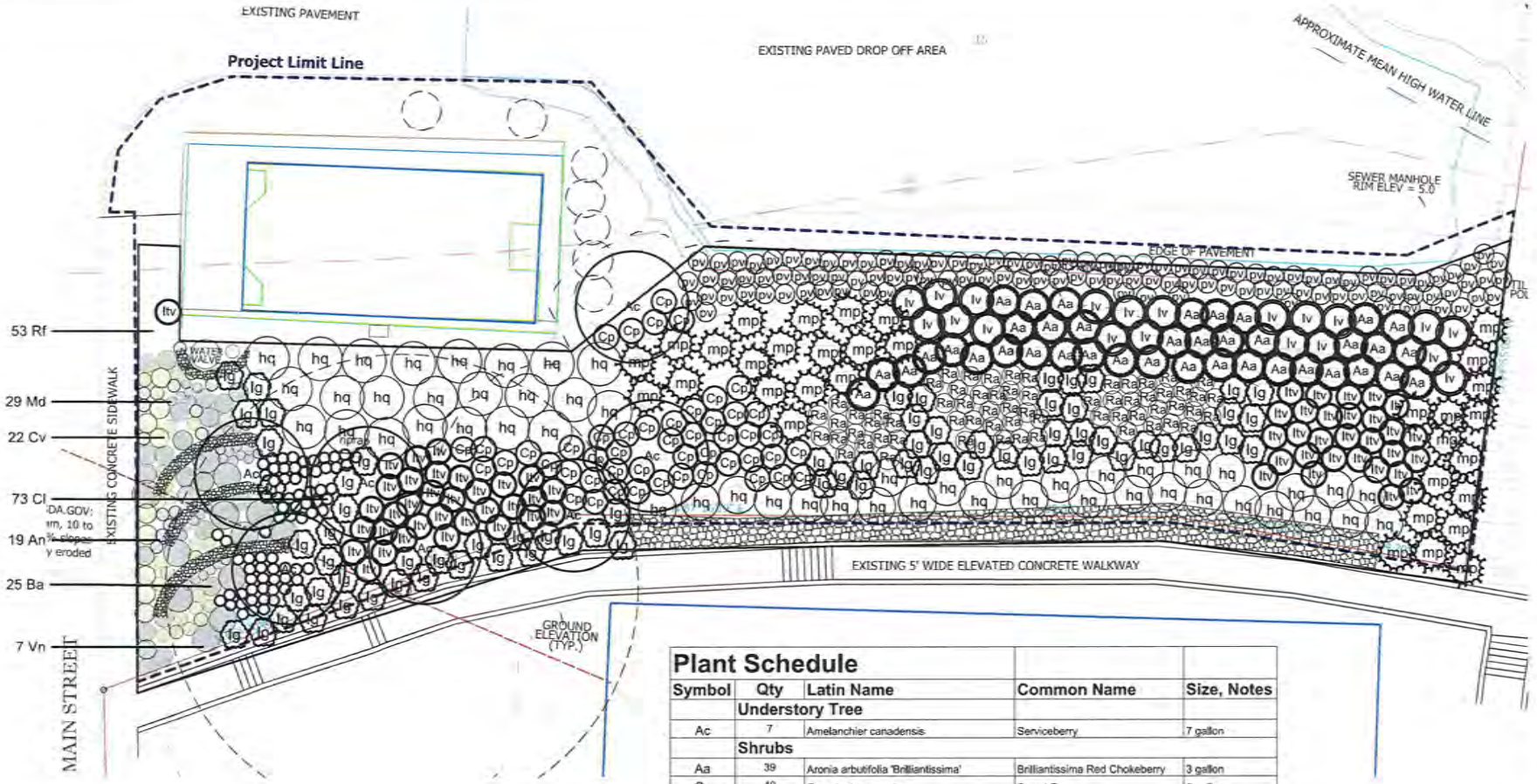

Plant Schedule

Symbol	Qty	Latin Name	Common Name	Size, Notes
	Understory Tree			
Ac	7	Amelanchier canadensis	Serviceberry	7 gallon
	Shrubs			
Aa	39	Aronia arbutifolia 'Brilliantissima'	Brilliantissima Red Chokeberry	3 gallon
Cp	49	Comptonia peregrina	Sweet Fern	3 gallon
Hq	51	Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	3 gallon
Ig	71	Ilex glabra 'Densa'	Densa Inkberry Holly	3 gallon
Iv	20	Ilex verticillata 'Sparkleberry'	Sparkleberry Winterberry Holly	3 gallon
IvL	49	Itea virginica 'Little Henry'	Virginia sweetspire 'Little Henry'	3 gallon
Mc	33	Morella (Myrica) pennsylvanica	Northern Bayberry	3 gallon
	63	Rhus aromatica 'Grow Low'	Grow Low Sumac	3 gallon
	Herbaceous			
An	19	Aster novae-angliae	Aster novae-angliae	1 quart
Ba	25	Baptisia australis	False blue indigo	1 quart
Cl	73	Chelone lyonii 'Hot Lips'	Pink Turtlehead	1 quart
Cv	22	Coreopsis verticillata	Tickseed	1 quart
Md	29	Monarda didyma	Bee Balm	1 quart
Rf	53	Rudbeckia fulgida	Black eyed Susan	1 quart
	7	Vernonia noveboracensis	Ironweed	1 quart
	French Drain planting			
Pv	110	Pannicum virgatum 'Shenandoah'	Shenandoah Switchgrass	1 gallon

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BETTERTON BEACH PUBLIC LANDING
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PLANTING PLAN

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11--18-22
Scale: 3/32"=1'

REVISION:

DRAWN BY: MJ

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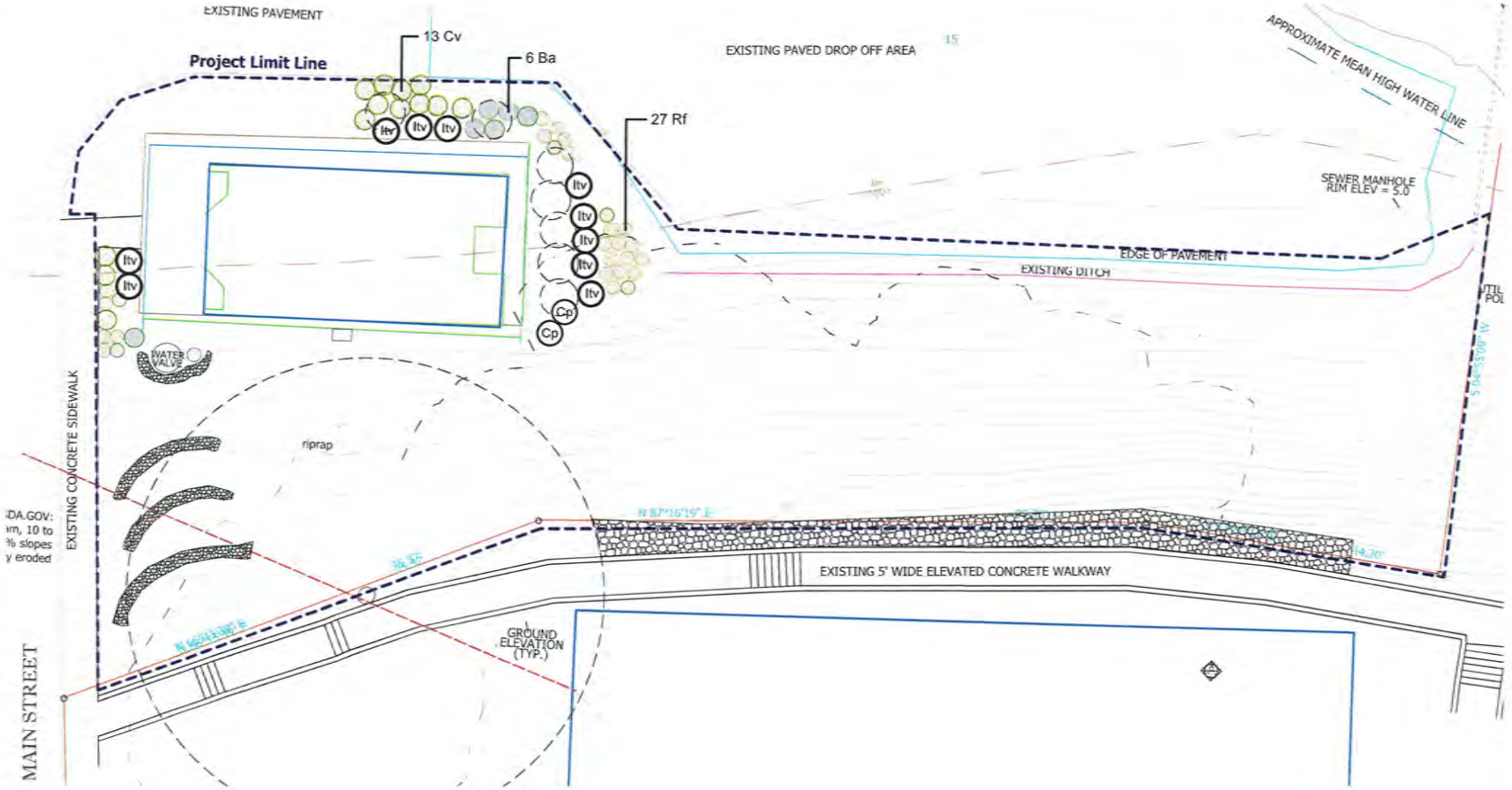

Plant Schedule Bath House

Symbol	Qty	Latin Name	Common Name	Size, Notes	MITIGATION CREDIT
Iv	10	Itea virginica 'Little Henry'	Virginia sweetspire 'Little Henry'	3 gallon	500
	Herbaceous				
	7	Baptisia australis	False blue indigo		14
	13	Coreopsis verticillata	Tickseed		26
	27	Rudbeckia fulgida	Black eyed Susan		54
				MITIGATION TOTAL	594

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BETTERTON BEACH PUBLIC LANDING
/RIGBIE BLUFF BLUFF PRIVATE PROPERTY
BETTERTON, MD

PLANTING PLAN BATH HOUSE

ISSUE: Bid ☐ Construction ☐ Owner Review ■ Permit ☐ Revision ☐

Date: 11-18-22
Scale: 3/32"=1'

REVISION:

DRAWN BY: MJ

N

L4.2

Wes Moore
Governor
Aruna Miller
Lt. Governor

Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

February 23, 2023

Ms. Carla Gerber
Kent County Planning, Housing, and Zoning
400 High Street
Chestertown, MD 21620

Re: Betterton Beach Rigbie Bank - Phase II
Critical Area Program Consistency Report

Dear Ms. Gerber,

Thank you for providing the resubmission for the above-referenced project to this office per the requirements of COMAR §27.02.02 - State and Local Agency Actions Resulting in Development of Local Significance on Private Lands or Lands Owned by Local Jurisdictions. The project site is located entirely within the Critical Area on lands designated as Intensely Developed Area (IDA) and falls within the jurisdiction of both Kent County and the Town of Betterton. The site is also entirely within the Critical Area Buffer and designated as a Buffer Modification Area (BMA). Previously, the County and Town proposed to restore an existing concrete walkway by regrading Rigbie Bank and constructing an 8-linear-foot access bench during Phase I of this project. Currently, Phase II includes 11,058 square feet of invasive species removal primarily within the Buffer, as well as Buffer mitigation planting. The resubmission comprises a revision to the mitigation plan that delineates the required mitigation for clearing along the rear of the Betterton Beach Bathhouse building for the purposes of invasives species removal.

After reviewing the revised consistency report for Phase II, this office agrees that the project is generally consistent with both the Kent County and the Town of Betterton Critical Area Programs for the reasons outlined below:

1. Approximately 11,058 square feet of invasive vegetation and trees will be cleared, including 6,050 square feet of invasive clearing that occurred during Phase I. Mitigation will be provided at a 1:1 ratio. This includes an additional 525 square feet of plantings to meet mitigation requirements for a prior project (Betterton Beach Bathhouse).

2. No new lot coverage or impervious surface is proposed.

3. Due to the nature of the project, Critical Area stormwater management is not needed.

4. A sediment and erosion control plan was approved by the Soil Conservation District on April 18, 2019.

5. There are no permanent impacts to Habitat Protection Areas (HPAs) other than the Buffer. Appropriate mitigation has been provided.

Thank you again for providing the information on this consistency report application. If you have any questions, you can reach me at 410-260-3481 or tay.harris@maryland.net.

Sincerely,

Tay E. Harris

Tay E. Harris

cc: Alex DeWeese, Critical Area Commission
Annie Sekerak, Critical Area Commission
Nick Kelly, Critical Area Commission

File: BE 540-19
KC 148-22

Patricia Merritt, Chief Finance Officer, Office of Finance
3/29/2023
County Commissioners Meeting

Item Summary:
Financial Advisor Procurement

ATTACHMENTS:
Description

Public Works - Water and Wastewater
3/29/2023
County Commissioners Meeting

Item Summary:
Utility Technician Vacancy

ATTACHMENTS:
Description

Kent Family Center
3/29/2023
County Commissioners Meeting

Item Summary:
Child Development Teacher Vacancy

ATTACHMENTS:
Description

Jim Miller, Director, Human Resource Department
3/29/2023
County Commissioners Meeting

Item Summary:
Parks and Recreation, Deputy Director Vacancy

ATTACHMENTS:
Description

Thomas N. Yeager, County Attorney
3/29/2023
County Commissioners Meeting

Item Summary:
Cropland Lease Agreement Discussion

ATTACHMENTS:

Description

03.29.23 Robert W. Fogwell, Written Notice of Termination of Cropland Lease Agreement

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

March 29, 2023

Robert W. Fogwell
588 Mill Lane
Galena, MD 21635

Re: Written Notice of Termination of Cropland Lease Agreement

Dear Mr. Fogwell:

The lands of Toal Park were acquired by program open space (POS) funds, which require that the property be used for recreational purposes. The five-year Cropland Lease Agreement ("Lease") effective January 1, 2020 through December 31, 2024, between the County Commissioners of Kent County ("Landlord" and Robert W. Fogwell ("Tenant") has been deemed not recreational use. The County has determined the premises described in the Lease as 20 acres are needed for recreational purposes. The County hereby withdraws all acreage on the premise for this Lease. This letter gives 30 days' written notice per Section 8 Special Conditions, f., set forth in the Cropland Lease Agreement. Should have any questions please contact Jillyn Coleman at 410-810-5948.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

KCC: smb

Enclosure: Copy of Cropland Lease Agreement dated January 1, 2020, between the County Commissioners of Kent County and Robert W. Fogwell

cc: Mike Moulds, Director, Public Works
Jillyn Coleman, Director, Parks and Recreation

Thomas N. Yeager, County Attorney
3/29/2023
County Commissioners Meeting

Item Summary:
Appeal Request

ATTACHMENTS:
Description

Water and Wastewater Division
3/29/2023
County Commissioners Meeting

Item Summary:
Sewer and Water Allocation Transfer Request

ATTACHMENTS:
Description

Parks
3/29/2023
County Commissioners Meeting

Item Summary:
Millington Recreational Facility Tennis Courts and Parking Lot

ATTACHMENTS:

Description

03.29.23 Asphalt Maintenance, LLC., Renovation of Millington Recreational Facility Tennis Courts & Parking Lot Contract #23PWMTCP0723

RENOVATION OF MILLINGTON RECREATIONAL FACILITY TENNIS COURTS & PARKING LOT CONTRACT

BETWEEN COUNTY & CONTRACTOR

This Contract, made this 29th day of March 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 Asphalt Maintenance, 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 within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall perform all of the inclusive work associated with, and found within, both the original Request for Proposal (see Exhibit A) and the CONTRACTOR'S Proposal (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. Additional Insurance requirements can be found within Section B.21. of the RFP documents (see Exhibit A).

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 complete all work under the scope of this contract within approximately 90 days of the aforesaid Notice to Proceed receipt, in anticipation of an expected Completion Date by or prior to July 5th, 2023.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in the lump sum of One Hundred Forty-Eight Thousand, One Hundred and Seventy Dollars ($148,170.00), 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, 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 EXTENSION. This contract is not eligible for extension, and work must be completed within ninety (90) calendar days after issuance of the Notice to Proceed.

8. The Contract Documents include the following:
   A. Exhibit A - Request for Proposal 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.

WITNESS/ATTEST

Tonya L. Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: Ronnie Fithian

Ronald H. Fithian - President
Kent County Commissioner's Office

WITNESS/ATTEST

ASPHALT MAINTENANCE, LLC (CONTRACTOR)

By: _____

Title

81-2626804

Employer Identification Number (EIN)

EXHIBIT A

Kent County
MARYLAND

THE COUNTY OF KENT
IN THE PROVINCE OF MARYLAND

THE COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

PW 23-07

FOR

RENOVATION OF THE MILLINGTON RECREATIONAL FACILITY TENNIS COURTS

Director of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

SCHEDULE

RFP # PW 23-07

Date	Step
February 16, 2023	Begin Solicitation: Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage (eMMA) and Kent County's Website.
February 23, 2023	10:00 a.m. Pre-bid meeting at Public Works Complex, 709 Morgnec Road, Chestertown, MD, 21620.
March 9, 2023	4:00 p.m. Last date for questions or information.
March 16, 2023	11:00 a.m. Bid Opening at Public Works Complex.
March 21, 2023	Tentative Award by County Commissioners.

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate, politic and a political subdivision of the State of Maryland (the "County") is requesting proposals from qualified bidders to renovate two (2) asphalt tennis courts and resurface the parking lot at the Millington Recreational Facility, located at 165 Sassafras Street, Millington, Maryland 21651, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Michael S. Moulds, P.E.
Director of Public Works
709 Morgnec Road
Chestertown, MD 21620

Telephone #: (410) 778-2600
mmoulds@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and must include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified in Section A.2. prior to the pre-bid meeting.

Questions subsequent to the pre-bid meeting must be submitted in writing to the person below.

Please refer any questions to: Michael S. Moulds P.E., Director of Public Works
Kent County Department of Public Works
Phone: 410-778-2600
Email: mmoulds@kentgov.org

Questions must be received by the close of business (4:00 p.m.) on March 9th, 2023. A summary of questions and answers, including those addressed at the pre-bid meeting conference, will be distributed to all attendees of the pre-bid meeting and any others known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-bid meeting are not binding and reliance should not be placed on the same.

8. Submission Deadline and Instructions

All proposals must arrive at the Attention of the Director of Purchasing ("Issuing Office") by March 16th, 2023, no later than 11:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped by express, sent by courier, or hand-delivered to arrive the day of the bid opening must be in the hands of the Issuing Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the following address:

Director of Purchasing
Issuing Office
Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620-1312

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE ISSUING OFFICE OF THE DIRECTOR OF PURCHASING, WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – PW 23-07

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear, a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for ninety (90) days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or are known otherwise by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response

whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of its proposal(s):

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
b. Evidence of collusion among bidders.
c. Unsatisfactory performance record as evidenced by past experience.
d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
e. If there are any unauthorized additions, interlineation, conditional, or alternate bids or irregularities of any kind which may render the proposal incomplete, indefinite, or ambiguous as to its meaning.
f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 11:00 a.m., March 16th, 2023, at 709 Morgnec Road, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of any specifications, or details of any specifications which would normally apply to the products or service herein stated, shall not relieve the bidder from fulfilling the required specifications necessary to provide a finished product best suited for the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will

comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this Request for Proposal become the property of the County.

All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.

22. Term

Any contract(s) resulting from this procurement will be for the stated period; however, all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due to the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, at a minimum, applicable provisions of the Request for

Proposal. The County reserves the right to reject any agreement that does not conform to the Request for Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within thirty (30) calendar days following bid opening; however, the County requires bidders to sign the "Standard Bid Acceptance" form to guarantee their bid for a period of ninety (90) days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County reserves the right to award all or any of the individual Bid Items depending on the lowest responsible bid for the Bid Items selected.

The County also reserves the right to further negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this project.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk of the County Commissioners, by phone at 410-778-4600 or is available online through the County's website at http://www.kentcounty.com/ .

32. Termination for Convenience

Contracts shall remain in effect for the time duration and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons or through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by the Contractor under this Contract shall, at the option of the County, become property of the County. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and of giving any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk of the County Commissioners at 410-778-4600 or can be found online through the County's website at http://www.kentcounty.com/ .

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Bid Meeting

A pre-bid meeting will be held on February 23rd, 2023 beginning at 10:00 a.m. in the meeting room of the Public Works Complex at 709 Morgnec Road, Chestertown, Maryland 21620. All interested offerors are recommended to attend. Nothing stated at the pre-bid meeting may change the Request for Proposal unless the Director of Purchasing makes a change by written amendment.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be simply and economically prepared to provide a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and posted online at eMaryland Marketplace Advantage (eMMA).

6. Bid Surety

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) business days after the award, (or later within the bid guarantee period at the discretion of the County), or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids, as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of

Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

a. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form for the Bid Items selected by the County.

b. Compliance with specifications.

c. Compliance with terms of the bid package.

d. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

a. Pre-Opening Modification or Withdrawal of Bids:
Bids may be modified or withdrawn by written notice received by the Clerk of the County Commissioners before the time and date set for bid opening.

b. Disposition of Bid Bond:
If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

c. Late Bids, Late Withdrawals, and Late Modifications:
Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds, bidders must provide with each bond, a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall

include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed, or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception.

THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail or be unable to execute the contract for any reason

within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to determine that the appropriate level of performance has been reached, including invoices for materials already delivered and services already performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed itemization of the items or services included in the invoice, which shall be subject to review by the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within thirty (30) days of delivery or completion (for single service or delivery contracts) by paper or by email. Approved payment shall be made to the contractor within thirty (30) calendar days of receipt of an acceptable invoice. Invoices shall be mailed or emailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," a policy to which the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the appropriate insurances in the amount specified in this RFP. Coverages shall be maintained continuously throughout the term of the contract with no lapses in coverage. Unless otherwise specified, coverage levels shall be required as follows:

a. ~~Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person.~~ **Not Required**

b. General Liability - Minimum - $2,000,000.00 per occurrence.

c. Workers' Compensation Insurance as required by law.

d. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

e. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract, and for the duration of the contract, in full.

f. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation and should insurance coverage change or be renewed at any time.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first-time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate – W-9" with accurate remit-to address for payments and correspondence, and is to be signed and dated for the current calendar year.

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

I. General

It is the intent of these specifications to cover all aspects of construction and renovation warranted by this RFP.

Any incidental or additional work required to fulfill the requirements of the specified work shall be considered a part of said specified work and no additional payment shall be made. All work shall be performed in accordance with the prevailing code for the trade or trades involved and shall be done in a first-class workmanship manner. Inferior or shoddy workmanship or materials will not be tolerated nor accepted for payment. It shall be fully understood that the Department of Public Works shall make the final decision as to the acceptance of all work and material and that in the event of an adverse decision, no claim of any sort shall be made against the county or any of its employees, agents, or assigns.

II. Tennis Court Renovation

1. General

1.01 Summary

This work includes surface preparation, crack filling, crack control grid, hot mix asphalt (HMA) paving, net post and fence adjustments and the acrylic color system applications for two existing tennis courts.

1.02 Quality Assurance

A. Installing Firm: Installer must regularly engage in construction and color acrylic surfacing. Documented experience in athletic surface paving, and acrylic color system applications must be provided. Minimum of 10 projects similar in complexity in the last 3 years.

B. All work shall be performed in accordance with the following:
- American Sports Builders Association Guidelines for Tennis Court Construction.
- All applicable Federal, State, and local regulations.

C. Provide manufacturers specifications for all products, asphalt mix design, color chart and installation instructions.

D. Contractor shall utilize the same manufacturer's resurfacing and paint systems.

1.03 Material Handling and Storage

A. Store materials in accordance with manufacturers specifications and MSDS.

B. All surfacing materials shall be non-flammable.

C. No material stored on site during the duration of the project unless full secured with fencing.

1.04 Guarantee

Provide guarantee against defect in the materials and workmanship for a period of one (1) year from the date of substantial completion.

2. Products

2.01 Material Manufacturers

A. GlasGrid 8501, Tensar International Corp.
B. Sport Coating System, Sport Master, Dynaflex, Elite Sport Coating.
C. Local asphalt plant with qualified mix.

2.02 Material/Products

A. Reinforcement Grid (GlasGrid 8501) for use below compacted HMA.
B. Tack Coat/Primer (SS-1) aids in bonding of new HMA to existing surface.
C. HMA Surface Course (N-30 Surface course) – fine graded asphalt course with one (1/2") inch maximum aggregate of small, free of reclaimed asphalt shingles (RAS) and with no more than 25% reclaimed asphalt pavement (RAP), applied over the reinforcement grid.
D. Patching Mix (Acrylic Patch Binder) for use in patching cracks, holes, depressions, "bird baths" and other surface depressions.
E. Acrylic Crack Patch Filler for use in filling cracks.
F. Acrylic Resurfacer -Mixed with approved silica sand and applied as a filler coat on asphalt surfaces and for precoating rough areas.
G. Acrylic Color Playing Surface – mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color.
H. Textured Line Paint – for use as line or graphic marking on play surface.

3. Execution

3.01 Weather Limitations

A. Do not install when raining or rain is imminent.
B. Do not install is surface is wet or damp.
C. Do not apply unless surface and air temperature are 50°F and rising.
D. Do not apply if surface temperature is more than 140° F.

3.02 Demolition

A. Temporarily remove a ten (10) foot section of fencing on each court for equipment access.
B. Tennis net posts, nets, center anchors and ground sleeves shall be removed in their entirety. If foundations and sleeves are plum and level with existing surface, sleeves maybe extended without complete removal).
C. New footing shall be set prior to asphalt paving. Post Sleeves shall be set to finished grade elevation and protected during paving.
D. Any fence posts footings heaved over the proposed finish grade shall be chiseled down to existing grade or below.

3.03 Tennis Post's Sleeves, Posts, and Nets

A. Tennis post foundations shall be situated to provide a clear distance between posts of forty-two (42') feet apart.
B. Net post sleeves shall be installed with foundations of no less than twenty-four (24") inches in diameter at the top, no less than thirty (30") inches in diameter at the base, and

no less than forty-eight (48") inches in depth. Ground sleeves shall be constructed of Schedule 40 PVC and fitted with an airtight cannon plug to prevent concrete seepage into the sleeve.

C. Center strap anchor foundations shall be no less than twelve (12") inches in diameter at the top, no less than sixteen (16") inches at the base, and no less than twelve (12") inches in depth.

D. Reinstall tennis posts in sleeves, tennis nets and center straps in accordance with manufacturers installation guidelines.

3.04 Surface Preparation

A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scarpers, wire brooms, and mechanical blowers.

B. All loose coatings shall be removed and disposed of legally offsite.

C. Cracks with vegetation shall be treated with herbicide. Cracks shall be routed with a mechanical crack router. All loose material and old or foreign crack filler shall be completely removed.

D. Any oil or grease spots shall be scraped and treated to prevent bleeding through the tack coat.

3.05 Crack Filling

A. Cracks shall be filled from bottom to top with acrylic patch crack filler. Special care shall be taken to assure all void space is filled. Multiple applications will be required to level crack filler with adjacent surface.

B. Strictly follow manufacturers mixture guidelines and moisture limitations.

3.06 Tack Coat/ Primer

A. Apply SS-1 asphalt emulsion over asphalt or remaining properly bonded coatings no less than 0.10 gallons per square yard. Excessive asphalt applications, or pooling, shall be swept with a broom to ensure proper bonding of the HMA. Install reinforcement grid after the asphalt emulsion has dried. If pick-up occurs, wait until emulsion cures.

B. Apply additional tack coat on prepared surface prior to reinforcement grid placement.

C. Strictly follow manufacturer's mixture guidelines and moisture limitations.

3.07 Reinforcement Grid

A. Using a tractor or manually place grid to thoroughly dried primed surface.

B. Grid to be applied over entire primed binder course.

C. Roll grid with rubber tire roller to activate adhesive.

D. Overlap grid widths a minimum of four (4") inches.

E. Grid must be installed under sufficient tension to reduce or eliminate ripples.

3.08 Asphalt Paving

A. Machines apply and compact HMA surface course to a compacted thickness of no less than one and two (2") inches over reinforcement grid.

B. HMA shall be free of marks, segregation and be placed to required elevation with a smooth texture not showing tearing, shoving, or gouging.

C. Paving equipment shall be equipped with auger extensions and must be self-propelled.

D. Hand work shall be minimized to ensure the best possible finished surface.
E. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all rolled marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the theoretical Maximum Specific Gravity.
F. Surface course longitudinal joints shall be smooth and true, no deviation from level and true.
G. Smoothness shall meet the requirements of no greater than 1/8"in ten (10') feet.
H. Surface course asphalt must be placed in one day, special care shall be taken to avoid cold seams.
I. Final correct slope of .833% to 1% on a true plane from side to side, end to end and corner to corner. Confirm elevations with a laser level and provide a printed plan document.
J. Install saw cut expansion joints down the net line and in between courts. Fill with Crack Patch Filler over Saw Cuts.

3.09 Fencing

A. Two (2") inches shall be removed from the overall height of the chain link fence fabric where needed to allow for the added elevation of the surface. Exposed cut ends shall be knuckled uniformly.
B. Removed chain link shall be reinstalled including all wire, ties, and hardware to properly fasten to fence structure.
C. Chain link shall be situated to allow three quarters (¾") of an inch to one and one half (1-1/2") clearance at the bottom.
D. Chain link shall be installed following the asphalt paving and prior to the color surface applications.
E. Replace any vertical fence line posts removed for equipment access.

3.10 Court Depressions "Birdbaths"

A. Testing: Finished surface shall be flooded with water to check for ponding "bird bathing" to be corrected. Surface shall be allowed to drain of 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five-cent nickel shall be marked.
B. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method.
C. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance.
D. Sand and precoat as needed to assure repairs are not visible following acrylic surface applications.
E. Strictly follow manufacturers mixture guidelines and weather limitations.

3.11 Acrylic Filler Coat(s) (Resurfacer)

A. Following 30 days of curing, furnish and install two (2) coats of a 100% Acrylic Resurfacer over entire court surface fence to fence. Mix design shall use 50-60 mesh silica sand in accordance with the manufacturer's recommendations.
B. When surface is completely dry, surface shall be inspected for ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications.

C. Strictly follow manufacturers mixture guidelines and weather limitations.

3.12 Acrylic Color Playing Surface

A. Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris.
B. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the out of bounds area. Follow United States Tennis Association (USTA) and United States of America Pickleball Association (USAPA) guidelines for court dimensions.
C. Furnish and install two (2) coats of 100% Acrylic Color Concentrate with 80-100 mesh silica sand applied with a 50-durometer rubber squeegee. No application should be made until the previous application is thoroughly dry. Colors shall be light green for the court out of bounds area and blue for the inside play area. Owner to approve color selection.
D. Strictly follow manufacturers mixture guidelines and weather limitations.

3.13 Line Painting and Finishing

A. For each court, furnish and install two (2) inch white line painting according to the USTA and two (2) inch yellow line painting Pickleball Court lines according to the USAPA. All lines shall be taped with a line tapping machine and sealed with a primer prior to line painting with one (1) coat of a 100% acrylic high pigment paint.
B. Furnish and spray apply a 100% acrylic clear coat on all painted court areas.
C. Reinstall Fencing, Net Posts and Nets.

3.14 Backboards

A. Furnish and install a Bakko Economy Flat Series 8 x 16 Backboard in each of the two courts.

3.15 Protection

A. Erect temporary barriers to protect coatings during drying and curing.
B. Lock gates to prevent use until accepted by the County.

3.16 Clean Up

A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.
B. Remove all barriers and locks.

III. Parking Lot Renovation

1. General

1.01 Summary

A. The adjacent parking lot has an area of approximately 27,000 square feet. The paving limits to match the existing footprint.

B. Work to include HMA overlay, parking space lining, and relocation of an existing basketball net and painting of a basketball half court.

2. Products

2.01 Material Manufacturers

A. Local asphalt plant with qualified mix.
B. White Parking Line Paint Rustoleum, Valspar

2.02 Material/Products

A. Hot Mix Asphalt (HMA) Asphalt overlay shall be 9.5mm HMA Surface Paving
B. White Line Parking Line Paint - Water Base Latex
C. Basketball Court Painting. Refer to Tennis Court Renovation Section 3.13 Textured Line Paint – for use as line or graphic marking on play surface.

3. Execution

3.01 Weather Limitations

A. Do not install when raining or rain is imminent.
B. Do not install is surface is wet or damp.
C. Do not apply unless surface and air temperature are 50°F and rising.
D. Do not apply if surface temperature is more than 140° F.

3.02 Surface Preparation

A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using floor scrapers, wire brooms, and mechanical blowers.
B. Cracks with vegetation shall be treated with herbicide. All loose material shall be completely removed.

3.03 Tack Coat/ Primer

Apply CRS-1/CRS1-H asphalt emulsion over asphalt per MDDOT standards and specification.

3.04 Asphalt Paving

A. Machine apply and compact HMA surface course to a compacted thickness of one and one-half (1-1/2") inches.
B. HMA shall be free of marks, segregation and be placed to required elevation with a smooth texture not showing tearing, shoving or gouging.
C. Paving equipment shall be equipped with auger extensions, and be self-propelled.
D. Hand work shall be minimized to ensure the best possible finished surface.
E. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all rolled marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the theoretical Maximum Specific Gravity.
F. Surface course longitudinal joints shall be smooth and true, no deviation from level and true.

G. Surface course asphalt must be placed in one day, special care shall be taken to avoid cold seams.

H. Provide all necessary mill-ins for a smooth transition to the street.

3.05 Line Painting and Finishing

A. For the basketball half court, furnish and install two (2) inch white line painting according to the diagram in Appendix A. All lines shall be taped with a line tapping machine and sealed with a primer prior to line painting with one (1) coat of a 100% acrylic high pigment paint.

B. Reinstall basketball pole and backboard in accordance with location shown in Appendix A.

C. Parking lot lining shall be laid out for vehicle parking in accordance with Appendix B based on a nine (9) foot width and a twenty (20) foot length vehicle parking space and a twenty-four (24) foot travel lane.

3.06 Clean Up

A. Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations.

IV. Substitutions

Whenever a material, method of construction, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the scope of work, performance or other salient requirements and that other materials, methods of construction, or products of equal capacities, quality and function shall be considered. The contractor may recommend the substitution of a material, method of construction, article, or piece of equipment of equal substance and function for those specified herein, if in the opinion of the county, such substitution is of equal substance and function to that specified. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or to the contract time.

V. Completion Time

This project must be completed within 90 calendar days after issuance of the Notice to Proceed.

VI. Warranty

The contractor shall provide a one (1) year labor and materials warranty exclusive of natural disaster and/or third-party damage.

VIII. Award

The successful bidder shall be selected based upon a review of qualifications, experience, and price. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the county to do so.

IX. Prevailing Wage Requirements

There are no prevailing wage rate requirements on this project.

SECTION D. INDEX OF BID FORMS

The following pages are to be completed and returned to the Issuing Office by the date and time aforementioned in Section A.8. These forms are in the order found on the Table of Contents, but are also listed here:

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions between County and Contractor

STANDARD SEALED BID PRICE SHEET
RFP # PW 23-07

To the County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, required by and contained within the Contract Documents, as also described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

Bid Item 1. Tennis Court Renovation $_____

_____ Dollars and _____ Cents
Written Bid Price

Bid Item 2. Parking Lot Renovation $ _____

_____ Dollars and _____ Cents
Written Bid Price

Total Bid Amount. Sum of Bid Items 1 and 2 (which encompasses all labor and material necessary for the completion of the project in accordance with the Contract Documents)
$_____

_____ Dollars and _____ Cents
Written Bid Price

County reserves the right to award the contract to the lowest responsible bidder for any bid item.

Contractor to begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within ninety (90) calendar days.

Drug Abuse Policy in Effect (Circle One)	**YES**	**NO**
Certificate of Insurance attached (Circle One)	**YES**	**NO**
Bid Surety Attached (Circle One)	**YES**	**NO**
Signature Form executed (Circle One)	**YES**	**NO**
Affidavit of Qualification to Bid completed (Circle One)	**YES**	**NO**
Non-Collusion Certificate completed (Circle One)	**YES**	**NO**

STANDARD SEALED BID FORM

RFP # PW 23-07

BIDDER: _____

AGENT (TYPED): _____

FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

Submitted by: _____
(Signature of authorized agent above)

On _____**, the** _____ **day of** _____ **2023.**

Accepted by:

_____
Michael S. Moulds, P.E., by Authority of the County Commissioners

ATTEST:

_____ **DATE** _____

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,

_____as principal, and

_____ as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the _____

_____

_____.

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____	_____
Principal	Surety
By: _____	By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

E-MAIL _____

DATE: _____

BIDDERS FEDERAL EMPLOYER IDENTIFICATION NO. _____

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

_____

_____

_____

_____

_____

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) _____ and the duly authorized representative of the firm of (Name of Corporation) _____ _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any)

_____

_____

_____

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides those certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____ Date _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

_____

whose address is _____

_____

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

_____ _____
Date Signature

_____ _____
Date Print Name or Type

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 acceptance by the County of the goods or services;

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) 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.

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.

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www.sportmaster.net SPORT SURFACES

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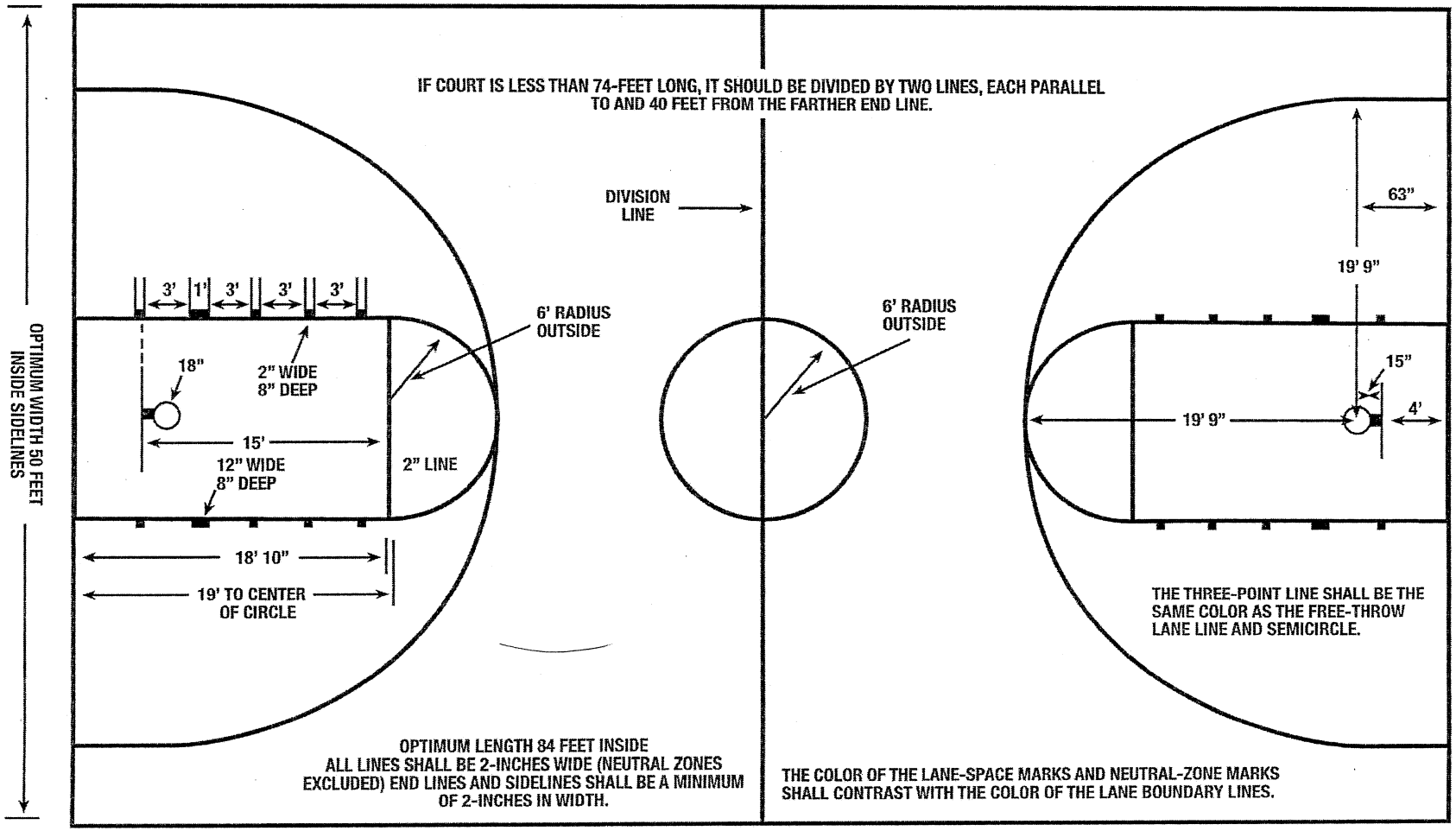
BASKETBALL COURT DIAGRAM



LEFT END SHOWS
RECTANGULAR BACKBOARD
72-INCHES WIDE

MINIMUM OF 3 FEET
PREFERABLY 10 FEET OF UNOBSTRUCTED SPACE OUTSIDE. IF IMPOSSIBLE TO PROVIDE 3 FEET, A NARROW BROKEN 1-INCH LINE SHOULD BE MARKED INSIDE THE COURT PARALLEL WITH AND 3 FEET INSIDE THE BOUNDARY.

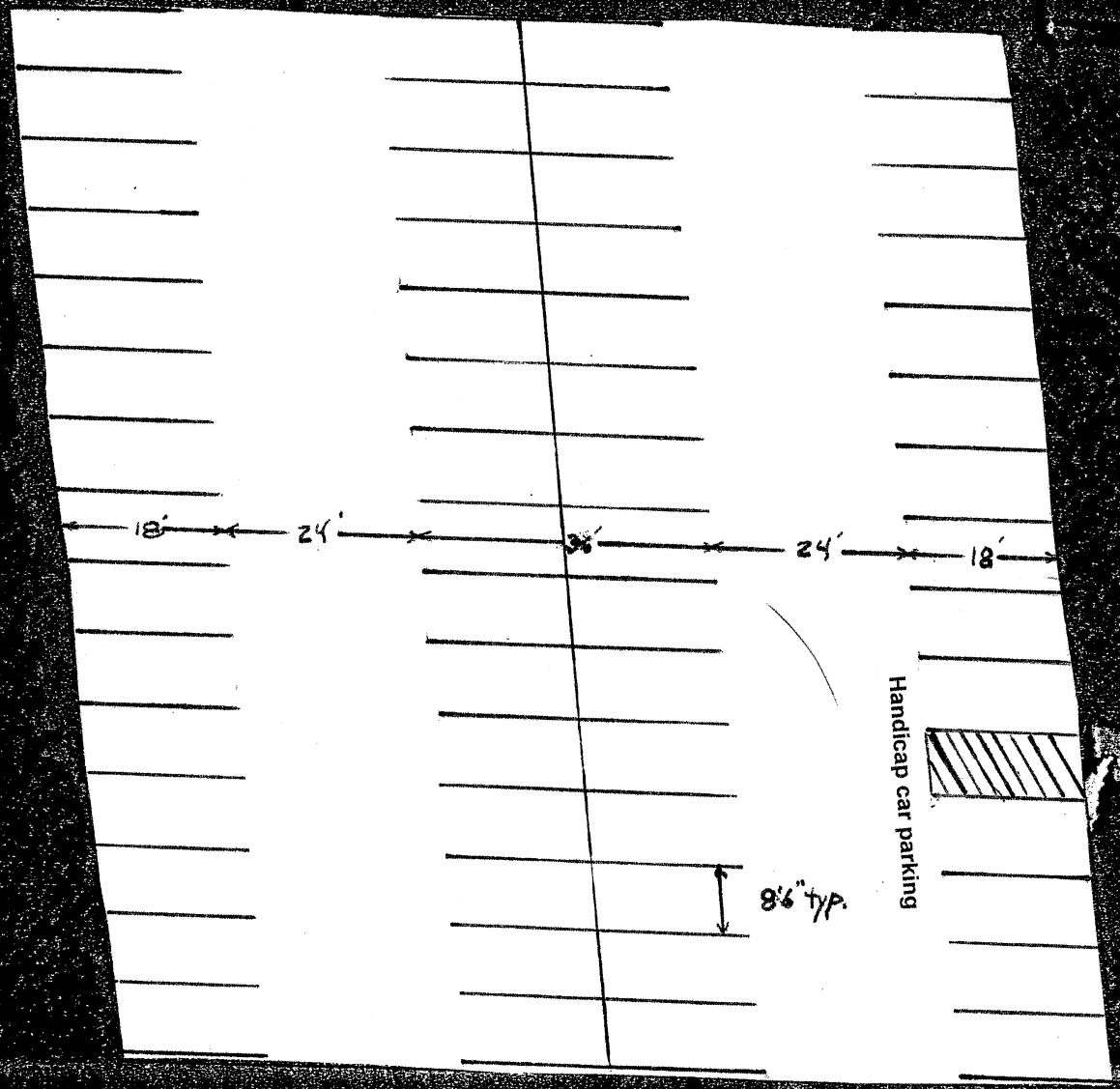
RIGHT END SHOWS
FAN BACKBOARD
54-INCHES WIDE

Car Parking Sign
RESERVED PARKING
RESERVED PARKING
VAN ACCESSIBLE
"Van Accessible" Sign
Install sign on post at head of each accessible parking space with International Symbol of Accessibility
Access Aisle on Passenger Side of Van
18'
NO PARKING
NO PARKING
8'
5'
8'
8'
8'
8'
Accessible car parking spaces 8' wide minimum with access aisle 5' wide
Accessible van parking space 8' wide minimum with access aisle 8' wide on passenger side of vehicle

APPENDIX B

MILLINGTON RECREATIONAL FACILITY
PROPOSED PARKING LINE LAYOUT

Relocate Basketball Net and Line Paint Half Court



Scale 1" = 20 '

Department of Public Works
709 Morgnec Road
Chestertown, MD 21620
(410) 778-2600
Michael S. Moulds, P.E., Director
mmoulds@kentgov.org

RFP # PW 23-07: RENOVATION OF THE MILLINGTON RECREATIONAL FACILITY TENNIS COURTS

ADDENDUM NO. 1

March 10, 2023

THE FOLLOWING IS A COMPILATION OF QUESTIONS RECEIVED BY MAIL, EMAIL, AND IN-PERSON FROM INTERESTED BIDDERS RESPONDING TO THE ABOVE REQUEST FOR PROPOSALS AND INFORMATION MADE AVAILABLE AT THE PRE-PROPOSAL CONFERENCE ON FEBRUARY 23RD. THESE QUESTIONS AND ANSWERS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BOTTOM OF THIS FORM AND INCLUDING THIS ENTIRE DOCUMENT IN THEIR BID FORMS.

BID DUE DATE – THERE IS NO CHANGE TO THE BID DUE DATE PER THE ORIGINAL RFP, WHICH REMAINS **MARCH 16, 2023 AT 11:00 AM**

THE FOLLOWING FIRM(S) WERE REPRESENTED AT THE PRE-PROPOSAL CONFERENCE:

1.A. DAVID A. BRAMBLE, INC.

QUESTION NO. 1 **IS HATELIT G100 GEOGRID FABRIC AN ACCEPTABLE ALTERNATE PRODUCT TO THE GLASGRID 8501 FABRIC SPECIFIED IN THE RFP?**

RESPONSE NO. 1 *YES, THIS ADDENDUM SHALL SERVE AS CONFIRMATION THAT HATELIT G100 FABRIC IS AN ACCEPTABLE ALTERNATIVE PRODUCT.*

END OF ADDENDUM

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND AGREE TO CONSIDER THE INFORMATION STATED WHEN SUBMITTING MY SEALED BID TO THIS REQUEST FOR PROPOSAL.

PRINT NAME (CLEARLY) _____ SIGNATURE _____

COMPANY/CONTRACTOR NAME _____ DATE _____

EXHIBIT B

STANDARD SEALED BID PRICE SHEET
RFP # PW 23-07

To the County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, required by and contained within the Contract Documents, as also described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

Bid Item 1. Tennis Court Renovation $ 103,120.00

ONE HUNDRED THREE THOUSAND, ONE HUNDRED TWENTY — Dollars and 00 Cents
Written Bid Price

Bid Item 2. Parking Lot Renovation $ 45,050.00

FORTY FIVE THOUSAND FIFTY DOLLARS Dollars and 00 Cents
Written Bid Price

Total Bid Amount. Sum of Bid Items 1 and 2 (which encompasses all labor and material necessary for the completion of the project in accordance with the Contract Documents) $ 148,170.00

ONE HUNDRED FORTY EIGHT THOUSAND, ONE HUNDRED SEVENTY — Dollars and 00 Cents
Written Bid Price

County reserves the right to award the contract to the lowest responsible bidder for any bid item.

Contractor to begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within ninety (90) calendar days.

Drug Abuse Policy in Effect (Circle One)	**YES**	**NO**
Certificate of Insurance attached (Circle One)	**YES**	**NO**
Bid Surety Attached (Circle One)	**YES**	**NO**
Signature Form executed (Circle One)	**YES**	**NO**
Affidavit of Qualification to Bid completed (Circle One)	**YES**	**NO**
Non-Collusion Certificate completed (Circle One)	**YES**	**NO**

STANDARD SEALED BID FORM

RFP # PW 23-07

BIDDER: ASPHALT MAINTENANCE LLC

AGENT (TYPED): KEVIN L. BOWIE

FIRM NAME: ASPHALT MAINTENANCE LLC

ADDRESS: 31739 MOUNT HERMON RD
SALISBURY, MD 21804

TELEPHONE: 443 880 8911

EMAIL: THEASPHALTGUYS@GMAIL.COM

Submitted by: _____
(Signature of authorized agent above)

On THURSDAY **, the** 16TH **day of** MARCH **2023.**

Accepted by:

_____
Michael S. Moulds, P.E., by Authority of the County Commissioners

ATTEST:

_____ **DATE** 3/16/23

SIGNATURE FORM

NAME OF BIDDER: ASPHALT MAINTENANCE LLC

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINT AUTHORIZED PERSON: KEVIN L. BOWIE

TITLE OF AUTHORIZED PERSON: MANAGING MEMBER

STREET NAME AND NUMBER: 31739 MOUNT HERMON ROAD

CITY, STATE, ZIP CODE: SALISBURY, MD 21804

TELEPHONE NUMBER: 443 880 - 8911

E-MAIL THEASPHALTGUYS@GMAIL.COM

DATE: 3/16/2023

BIDDERS FEDERAL EMPLOYER IDENTIFICATION NO. 81-2626804

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD 22968076

MHIC 111766

DE 2018606273

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) MANAGING MEMBER and the duly authorized representative of the firm of (Name of Corporation) ASPHALT MAINTENANCE LLC whose address is 31739 MOUNT HERMON RD SALISBURY MD 21804 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any)

"NONE"

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides those certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____ Date 3/16/2023

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the MANAGING MEMBER
(Title)

and the duly authorized representative of the firm of ASPHALT MAINTENANCE LLC

whose address is 31739 MOUNT HERMON RD, SALISBURY, MD 21804.

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

3/16/2023
Date

Signature

3/16/2023
Date

KEVIN L. BOWIE
Print Name or Type

Department of Public Works
709 Morgnec Road
Chestertown, MD 21620
(410) 778-2600
Michael S. Moulds, P.E., Director
mmoulds@kentgov.org

RFP # PW 23-07: RENOVATION OF THE MILLINGTON RECREATIONAL FACILITY TENNIS COURTS

ADDENDUM NO. 1

March 10, 2023

THE FOLLOWING IS A COMPILATION OF QUESTIONS RECEIVED BY MAIL, EMAIL, AND IN-PERSON FROM INTERESTED BIDDERS RESPONDING TO THE ABOVE REQUEST FOR PROPOSALS AND INFORMATION MADE AVAILABLE AT THE PRE-PROPOSAL CONFERENCE ON FEBRUARY 23RD. THESE QUESTIONS AND ANSWERS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS.

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THE FOLLOWING FIRM(S) WERE REPRESENTED AT THE PRE-PROPOSAL CONFERENCE:
1.A. DAVID A. BRAMBLE, INC.

QUESTION NO. 1 **IS HATELIT G100 GEOGRID FABRIC AN ACCEPTABLE ALTERNATE PRODUCT TO THE GLASGRID 8501 FABRIC SPECIFIED IN THE RFP?**

RESPONSE NO. 1 *YES, THIS ADDENDUM SHALL SERVE AS CONFIRMATION THAT HATELIT G100 FABRIC IS AN ACCEPTABLE ALTERNATIVE PRODUCT.*

END OF ADDENDUM

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND AGREE TO CONSIDER THE INFORMATION STATED WHEN SUBMITTING MY SEALED BID TO THIS REQUEST FOR PROPOSAL.

KEVIN L. BOWIE
PRINT NAME (CLEARLY)

SIGNATURE

ASPHALT MAINTENANCE LLC
COMPANY/CONTRACTOR NAME

3/16/2023
DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avery W. Hall Insurance Agency, Inc. 308 E. Main Street Salisbury MD 21801 License#: 104	CONTACT NAME: Lauren Willey PHONE (A/C, No, Ext): 410-677-3586 FAX (A/C, No): 410-742-5182 E-MAIL ADDRESS: lwilley@averyhall.com
INSURED Asphalt Maintenance LLC 31739 Mt Hermon Rd Salisbury MD 21804 ASPHMAI-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Atlantic States Insurance Co. — 22586 INSURER B : Donegal Mutual Insurance Co. — 13692 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1134858661 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CPA9028052	12/1/2022	12/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CAA9028052	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CXL9028052	12/1/2022	12/1/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000026414	3/21/2022	3/21/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid: RENOVATION OF THE MILLINGTON RECREATIONAL FACILITY TENNIS COURTS.

CERTIFICATE HOLDER

Kent County Director of Public Works
709 Morgnec Road
Chestertown MD 21620

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Willey

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The ACORD name and logo are registered marks of ACORD

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,

Asphalt Maintenance, LLC as principal, and

Lexington National Insurance Corporation as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of

Five Percent of the Total Amount Bid (---5%---) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the Contract No. PW 23-07 Renovation of the Millington Recreational Facility Tennis Courts, Overlay existing, courts, new equipment, color coat and paint play court lines. Overlay existing asphalt parking lot and stripe.

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Asphalt Maintenance, LLC
Principal

By: _____

Lexington National Insurance Corporation
Surety

By: _____
Debra Stewart, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Michael Schendel, Reginald Jarvis, Belinda Ferciot, Debra Stewart, Courtney Seed, Kelly A. Absher, Brittany H. Ferciot, Andrew Porter

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORPORATION INCORPORATED 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY, MD

Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 16th day of December, 2021.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this 16th day of March, 2023

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
3/29/2023
County Commissioners Meeting

Item Summary:
21 or None Tobacco Campaign Results

ATTACHMENTS:

Description

03.29.23 Tobacco Compliance Check Results and Responsible Retailer Green Cards

03.29.23 Tobacco Compliance Check Results, Non-Compliant Violations

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

March 29, 2023

Bayside Market
21309 Rock Hall Avenue
Rock Hall, MD 21661

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Bayside Market
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

BP
513 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

BP
A Responsible Retailer

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Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Country Liquors
202 Sassafras Street
Millington, MD 21651

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Country Liquors
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Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Ctowne Liquors & Deli
601 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

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Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Dollar General, Store #490
106 Philosophers Terrace
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Dollar General, Store #490
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Dollar General, Store #14491
21378 Rock Hall Avenue
Rock Hall, MD 21661

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Dollar General, Store #14491
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Dollar General, Store #17202
10838 Worton Road
Worton, MD 21678

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
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KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Dollar General, Store #17202
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

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

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Food Lion, Store #2117
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Galena Liquors
100 W. Cross Street
Galena, MD 21635

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Galena Liquors
A Responsible Retailer

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

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March 29, 2023

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

March 29, 2023

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

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Galena Mini-Mart
A Responsible Retailer

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

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Ronald H. Fithian, President

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John F. Price, Member

March 29, 2023

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

March 29, 2023

Great Oak Landing
22170 Great Oak Landing
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
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KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Great Oak Landing
A Responsible Retailer

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Ronald H. Fithian, President

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March 29, 2023

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

March 29, 2023

Highs, Store #97
887 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
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OF KENT COUNTY, MARYLAND

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Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Highs, Store #97
A Responsible Retailer

Congratulations!

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

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

Sincerely,
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Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

JJ's Deli and Liquor
511 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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March 29, 2023

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

March 29, 2023

Lewes Dairy Mart
840 High Street
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

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March 29, 2023

Board of License Commissioners
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Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

March 29, 2023

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

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

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Molly's Mart
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Ronald H. Fithian, President

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John F. Price, Member

March 29, 2023

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

March 29, 2023

PIP's Bar Discount Liquors, Inc.
2 Washington Square
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

PIP's Bar Discount Liquors, Inc.
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Redner's Markets Inc
17 Washington Square
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Redner's Markets Inc
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

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

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Rock Hall Liquors
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Royal Farms, Store #250
859 High Street
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Royal Farms, Store #250
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

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

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Sassy River Market II
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Shore Stop of Rock Hall, Store #221
21340 Rock Hall Avenue
Rock Hall, MD 21661

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Shore Stop of Rock Hall, Store #221
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Suds N Soda
1014 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Suds N Soda
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Super Soda
302 S Maple Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Super Soda
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Tale Gate
198 Sassafras Street
Millington, MD 21651

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Tale Gate
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Tolchester Marina
21085 Tolchester Beach Road
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Tolchester Marina
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Walgreens (Chestertown), Store #11763
701 Washington Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Walgreens (Chestertown), Store #11763
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

Walgreens (Rock Hall), Store #11064
21400 Zeeman Road
Rock Hall, MD 21661

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in February 2023 your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member

KCC: ltc
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Walgreens (Rock Hall), Store #11064
A Responsible Retailer

Congratulations!

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

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

Sincerely,
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

March 29, 2023

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

March 29, 2023

7 Eleven, Store #36098A
212 South Maple Avenue
Chestertown, Maryland 21620

Re: Compliance Check Results, Citation No. 0Z40977972, First Violation

Dear Licensee:

A compliance check was conducted at your establishment on February 22, 2023. A tobacco product was sold to an individual under the age of 21 in violation of Health General Article § 24-307 Distribution of tobacco products, paraphernalia, or coupons to minors prohibited. A civil citation was issued for Kent County District Court. Your business is subject to a recheck. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson., Member | John F. Price, Member

KCC: ltc
Enclosure: Health General Article § 24-307

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-307

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly; including legislation ratified by the voters at the November 2022 election.

- **Michie's™ Annotated Code of Maryland**
- **Health - General (Titles 1 — 24)**
- **Title 24. Miscellaneous Provisions. (Subts. 1 — 18)**
- **Subtitle 3. Limitations on Manufacture or Sale. (§§ 24-301 — 24-307)**

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

(a)

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

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

(ii) Sent through the mail.

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

(i) An individual under the age of 21 years who is acting solely as the agent of the individual's employer if the employer distributes tobacco products or tobacco paraphernalia for commercial purposes; or

(ii) A purchaser or recipient who:

1. Is at least 18 years of age;

2. Is an active duty member of the military; and

3. Presents a valid military identification.

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

(1) A tobacco product;

(2) Tobacco paraphernalia; or

(3) A coupon redeemable for a tobacco product.

(c)

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

(i) $300 for a first violation;

(ii) $1,000 for a second violation occurring within 24 months after the first violation; and

(iii) $3,000 for each subsequent violation occurring within 24 months after the preceding violation.

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

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

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

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

(e)

(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.

(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of subsection (b) of this section.

(3) A citation issued under this subsection shall include:

(i) The name and address of the person charged;

(ii) The nature of the violation;

(iii) The location and time of the violation;

(iv) The amount of the civil penalty;

(v) The manner, location, and time in which the civil penalty may be paid;

(vi) A notice stating the person's right to elect to stand trial for the violation; and

(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and

2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.

(4) The county health officer or designee shall retain a copy of the citation issued under this subsection.

(5)

(i) A person who receives a citation from a county health officer or designee under this subsection may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health

officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.

(ii) After receiving a notice of intention to stand trial under subparagraph (i) of this paragraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.

(6)

(i) After receiving a citation and notice under this subsection, the District Court shall schedule the case for trial and notify the defendant of the trial date.

(ii) In a proceeding before the District Court, a violation of subsection (b) of this section shall be handled in the same manner as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.

(7) The District Court shall remit any penalties collected for a violation of subsection (b) of this section to the county in which the violation occurred.

(8) Adjudication of a violation of subsection (b) of this section is not a criminal conviction for any purpose.

(f)

(1) The Maryland Department of Health, in collaboration and consultation with the Office of the Comptroller, local health departments, and local law enforcement agencies, shall develop ongoing strategies for enforcement of §§ 10-107 and 10-108 of the Criminal Law Article.

(2) On or before October 1 each year, the Department shall report to the General Assembly, in accordance with § 2-1257 of the State Government Article, on:

(i) The development of enforcement strategies required under paragraph (1) of this subsection; and

(ii) Training and assistance to tobacco retailers to improve compliance with § 10-107 of the Criminal Law Article.

History

2017, ch. 214, § 7; ch. 773; 2018, ch. 12, § 1; ch. 785; 2019, ch. 396; ch. 510, § 4; ch. 511, § 4.

Michie's™ Annotated Code of Maryland

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

March 29, 2023

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

Re: Compliance Check Results, Citation No. 3Z40977975 Third Violation

Dear Licensee:

A compliance check was conducted at your establishment on February 24, 2023. A tobacco product was sold to an individual under the age of 21 in violation of Health General Article § 24-307 Distribution of tobacco products, paraphernalia, or coupons to minors prohibited. A civil citation was issued for Kent County District Court. This is the third violation within a 24-month period. Your business is subject to a recheck and the appropriate state and local agencies will be notified. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson., Member | John F. Price, Member

KCC: ltc
Enclosure: Health General Article § 24-307

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-307

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly; including legislation ratified by the voters at the November 2022 election.

- **Michie's™ Annotated Code of Maryland**
- **Health - General (Titles 1 — 24)**
- **Title 24. Miscellaneous Provisions. (Subts. 1 — 18)**
- **Subtitle 3. Limitations on Manufacture or Sale. (§§ 24-301 — 24-307)**

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

(a)

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

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

(ii) Sent through the mail.

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

(i) An individual under the age of 21 years who is acting solely as the agent of the individual's employer if the employer distributes tobacco products or tobacco paraphernalia for commercial purposes; or

(ii) A purchaser or recipient who:

1. Is at least 18 years of age;

2. Is an active duty member of the military; and

3. Presents a valid military identification.

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

(1) A tobacco product;

(2) Tobacco paraphernalia; or

(3) A coupon redeemable for a tobacco product.

(c)

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

(i) $300 for a first violation;

(ii) $1,000 for a second violation occurring within 24 months after the first violation; and

(iii) $3,000 for each subsequent violation occurring within 24 months after the preceding violation.

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

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

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

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

(e)

(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.

(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of subsection (b) of this section.

(3) A citation issued under this subsection shall include:

(i) The name and address of the person charged;

(ii) The nature of the violation;

(iii) The location and time of the violation;

(iv) The amount of the civil penalty;

(v) The manner, location, and time in which the civil penalty may be paid;

(vi) A notice stating the person's right to elect to stand trial for the violation; and

(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and

2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.

(4) The county health officer or designee shall retain a copy of the citation issued under this subsection.

(5)

(i) A person who receives a citation from a county health officer or designee under this subsection may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health

officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.

(ii) After receiving a notice of intention to stand trial under subparagraph (i) of this paragraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.

(6)

(i) After receiving a citation and notice under this subsection, the District Court shall schedule the case for trial and notify the defendant of the trial date.

(ii) In a proceeding before the District Court, a violation of subsection (b) of this section shall be handled in the same manner as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.

(7) The District Court shall remit any penalties collected for a violation of subsection (b) of this section to the county in which the violation occurred.

(8) Adjudication of a violation of subsection (b) of this section is not a criminal conviction for any purpose.

(f)

(1) The Maryland Department of Health, in collaboration and consultation with the Office of the Comptroller, local health departments, and local law enforcement agencies, shall develop ongoing strategies for enforcement of §§ 10-107 and 10-108 of the Criminal Law Article.

(2) On or before October 1 each year, the Department shall report to the General Assembly, in accordance with § 2-1257 of the State Government Article, on:

(i) The development of enforcement strategies required under paragraph (1) of this subsection; and

(ii) Training and assistance to tobacco retailers to improve compliance with § 10-107 of the Criminal Law Article.

History

2017, ch. 214, § 7; ch. 773; 2018, ch. 12, § 1; ch. 785; 2019, ch. 396; ch. 510, § 4; ch. 511, § 4.

Michie's™ Annotated Code of Maryland

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

March 29, 2023

Smoke Needs
4 Washington Square
Chestertown, Maryland 21620

Re: Compliance Check Results, Citation No. 5Z40977970 First Violation

Dear Licensee:

A compliance check was conducted at your establishment on February 10, 2023. An electronic smoking device was sold to an individual under the age of 21 in violation of Health General Article § 24-305 Distribution of electronic cigarettes to a minor. A civil citation was issued for Kent County District Court. Your business is subject to a recheck. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson., Member | John F. Price, Member

KCC: ltc
Enclosure: Health General Article § 24-305

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-305

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly; including legislation ratified by the voters at the November 2022 election.

- Michie's™ Annotated Code of Maryland
- Health - General (Titles 1 — 24)
- Title 24. Miscellaneous Provisions. (Subts. 1 — 18)
- Subtitle 3. Limitations on Manufacture or Sale. (§§ 24-301 — 24-307)

§ 24-305. Distribution of electronic cigarettes to minors prohibited.

(a) This section does not apply to a tobacco product that is regulated under Title 16 of the Business Regulation Article.
(b)
(1) Except as provided in paragraph (2) of this subsection, a person may not sell, distribute, or offer for sale to an individual under the age of 21 years an electronic smoking device, as defined in § 16.7-101(c) of the Business Regulation Article.
(2) This subsection does not apply to:
(i) An electronic smoking device that contains or delivers nicotine intended for human consumption if the device has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and is being marketed and sold solely for this purpose; or
(ii) A purchaser or recipient who:
1. Is at least 18 years of age;
2. Is an active duty member of the military; and
3. Presents a valid military identification.
(c)
(1) A person that violates this section is subject to a civil penalty not exceeding:
(i) $300 for a first violation;
(ii) $1,000 for a second violation occurring within 24 months after the first violation; and
(iii) $3,000 for each subsequent violation occurring within 24 months after the preceding violation.
(2) Issuance of a civil citation for a violation of this section precludes prosecution under § 10-107 of the Criminal Law Article arising out of the same violation.
(3) If a violation is committed by a person acting on behalf of a retailer, the civil penalty imposed under paragraph (1) of this subsection shall be paid by the retailer.
(d) In a prosecution for a violation of this section, it is a defense that the defendant examined the purchaser's or recipient's driver's license or other valid identification issued by a government unit that positively identified the purchaser or recipient as at least 21 years of age or as at least 18 years of age and an active duty member of the military.
(e)
(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.
(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of this section.
(3) A citation issued under this section shall include:
(i) The name and address of the person charged;
(ii) The nature of the violation;
(iii) The location and time of the violation;
(iv) The amount of the civil penalty;
(v) The manner, location, and time in which the civil penalty may be paid;
(vi) A notice stating the person's right to elect to stand trial for the violation; and
(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and
2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.
(4) The sworn law enforcement officer, county health officer, or designee shall retain a copy of the citation issued under this section.
(5)
(i)
1. A person who receives a citation from a county health officer or designee under this section may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.
2. After receiving a notice of intention to stand trial under subsubparagraph 1 of this subparagraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.
(ii) A person who receives a citation from a sworn law enforcement officer under this section may elect to stand trial for the violation by filing a notice of intention to stand trial and a copy of the citation with the District Court at least 5 days before the date set in the citation for payment of the civil penalty.
(6)
(i) After receiving a citation and notice under this section, the District Court shall schedule the case for trial and notify the defendant of the trial date.
(ii) In a proceeding before the District Court, a violation of this section shall be prosecuted in the same manner and to the same extent as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.
(7) The District Court shall remit any penalties collected for a violation of this section to the county in which the violation occurred.
(8) Adjudication of a violation of this section is not a criminal conviction for any purpose.

History

2012, ch. 714; 2015, ch. 425; 2017, ch. 814; 2018, ch. 785; 2019, ch. 396.

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

March 29, 2023

Sunny's Mart
176 Flatland Road
Chestertown, MD 21620

Re: Compliance Check Results, Citation No. 4Z40977969, First Violation

Dear Licensee:

A compliance check was conducted at your establishment on February 10, 2023. A tobacco product was sold to an individual under the age of 21 in violation of Health General Article § 24-307 Distribution of tobacco products, paraphernalia, or coupons to minors prohibited. A civil citation was issued for Kent County District Court. Your business is subject to a recheck. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson., Member | John F. Price, Member

KCC: ltc
Enclosure: Health General Article § 24-307

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-307

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly; including legislation ratified by the voters at the November 2022 election.

- **Michie's™ Annotated Code of Maryland**
- **Health - General (Titles 1 — 24)**
- **Title 24. Miscellaneous Provisions. (Subts. 1 — 18)**
- **Subtitle 3. Limitations on Manufacture or Sale. (§§ 24-301 — 24-307)**

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

(a)

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

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

(ii) Sent through the mail.

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

(i) An individual under the age of 21 years who is acting solely as the agent of the individual's employer if the employer distributes tobacco products or tobacco paraphernalia for commercial purposes; or

(ii) A purchaser or recipient who:

1. Is at least 18 years of age;

2. Is an active duty member of the military; and

3. Presents a valid military identification.

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

(1) A tobacco product;

(2) Tobacco paraphernalia; or

(3) A coupon redeemable for a tobacco product.

(c)

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

(i) $300 for a first violation;

(ii) $1,000 for a second violation occurring within 24 months after the first violation; and

(iii) $3,000 for each subsequent violation occurring within 24 months after the preceding violation.

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

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

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

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

(e)

(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.

(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of subsection (b) of this section.

(3) A citation issued under this subsection shall include:

(i) The name and address of the person charged;

(ii) The nature of the violation;

(iii) The location and time of the violation;

(iv) The amount of the civil penalty;

(v) The manner, location, and time in which the civil penalty may be paid;

(vi) A notice stating the person's right to elect to stand trial for the violation; and

(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and

2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.

(4) The county health officer or designee shall retain a copy of the citation issued under this subsection.

(5)

(i) A person who receives a citation from a county health officer or designee under this subsection may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health

officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.

(ii) After receiving a notice of intention to stand trial under subparagraph (i) of this paragraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.

(6)

(i) After receiving a citation and notice under this subsection, the District Court shall schedule the case for trial and notify the defendant of the trial date.

(ii) In a proceeding before the District Court, a violation of subsection (b) of this section shall be handled in the same manner as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.

(7) The District Court shall remit any penalties collected for a violation of subsection (b) of this section to the county in which the violation occurred.

(8) Adjudication of a violation of subsection (b) of this section is not a criminal conviction for any purpose.

(f)

(1) The Maryland Department of Health, in collaboration and consultation with the Office of the Comptroller, local health departments, and local law enforcement agencies, shall develop ongoing strategies for enforcement of §§ 10-107 and 10-108 of the Criminal Law Article.

(2) On or before October 1 each year, the Department shall report to the General Assembly, in accordance with § 2-1257 of the State Government Article, on:

(i) The development of enforcement strategies required under paragraph (1) of this subsection; and

(ii) Training and assistance to tobacco retailers to improve compliance with § 10-107 of the Criminal Law Article.

History

2017, ch. 214, § 7; ch. 773; 2018, ch. 12, § 1; ch. 785; 2019, ch. 396; ch. 510, § 4; ch. 511, § 4.

Michie's™ Annotated Code of Maryland

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Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
3/29/2023
County Commissioners Meeting

Item Summary:
Special Class "C" Per Diem License Issued

ATTACHMENTS:

Description

4866 Kent Soil and Water Conservation District License

03.15.23 Kent Soil and Water Conservation District, Application

№ 4866

STATE OF MARYLAND

ALCOHOLIC BEVERAGE LICENSE

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

SPECIAL CLASS "C" PER DIEM LICENSE

_____ Beer _____ Beer and Wine ___X___ Beer, Wine, Liquor

Effective Date(s): **March 23, 2023**

Cost: **$25.00**

****

This is to certify that: **Richard S. Baldwin, District Manager**
Timothy A. Redman, Treasurer
W. Frank Barnes, Member

Club, Society, or Association: **Kent Soil and Water Conservation District**
Address of Club, Society, or Association: **122 Speer Road, Suite #4, Chestertown, MD 21620**

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated.

Location of event: **Red Acres Farm Venue, Worton, MD 21678**

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

Issued the 15th day of March, 20 23

License fee: **$25.00**

Patricia Mentzer

Kent County Chief Finance Officer

The license holder shall display the license conspicuously at the licensed premises during the date(s) of the event.

#48166

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:

Kent Soil and Water Conservation District

Address 122 Speer Road, Suite #4

Type of Function Annual Cooperators Dinner

Location of Function Red Acres Farm Venue, Worton, MD 21678

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) March 23rd, 2023. Begin at: 5:00 pm End at: 8:30 pm and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 25) in payment for the license.

Please Select One:
(X) Pick Up Robert Baldwin
( ) Mail Permit (will be mailed to above address)

RECEIVED
MAR 15 2023
By JLT

9. Applicants

(1) Robert S. Baldwin — 11395 Urieville Lane, Worton, MD 21678
Name — Residence

64 Years — District Manager — 410-778-5150 X 3 — Robert S Baldwin
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Robert S. Baldwin 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.

Julie Bedwell (SEAL)

JULIE J. BEDWELL NOTARY PUBLIC EXP. 7-12-2023 KENT COUNTY, MARYLAND

(2) Timothy A. Redman — 8689 Bakers Lane, Chestertown, MD. 21620
Name — Residence

66 — Treasurer — 4107089772 — Timothy A Redman
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Timothy A. Redman 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.

Julie Bedwell (SEAL)

JULIE J. BEDWELL NOTARY PUBLIC EXP. 7-12-2023 KENT COUNTY, MARYLAND

(3) W. FRANK BARNES — 22840 BAYSHORE RD CHESTERTOWN
Name — Residence

77 YEARS — MEMBER — 410-708-0495 — W. Frank Barnes
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared W. Frank Barnes 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.

Julie Bedwell (SEAL)

JULIE J. BEDWELL NOTARY PUBLIC EXP. 7-12-2023 KENT COUNTY, MARYLAND

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.

Elizabeth H. Williams Signature (s)

Elizabeth H. Williams Print Name

STATE OF MARYLAND, Kent County :

THIS CERTIFIES, that on the 15th day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth H. Williams and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal. Julie Bedwell

(SEAL)

JULIE J. BEDWELL NOTARY PUBLIC KENT COUNTY, MARYLAND EXP. 7-12-2023

The Board of License Commissioners of Kent County

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. Kent Soil and Water Conservation District

Address 122 Speer Road, Suite #4

Name Robert Baldwin Phone # 410-778-5150 x 3
(Please Print)

Robert Baldwin Date 3/15/2023
(Signature)

Historic Preservation Commission
3/29/2023
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:
Description

Bryan Mroz, Acting Deputy Secretary of Operations, Maryland Department of Health and Mental Hygiene
3/29/2023
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

03.29.23 Bryan Mroz, Acting Deputy Secretary, Thank You Letter

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

March 29, 2023

Bryan Mroz
Acting Deputy Secretary of Operations
Maryland Department of Health and Mental Hygiene
Herbert R. O'Conor State Office Building
201 W. Preston Street
Baltimore, MD 21201

Dear Acting Deputy Secretary Mroz:

The County Commissioners of Kent County would like to thank you for attending the March 10, 2023, Upper Shore Community Mental Health Center Tour at 300 Scheeler Road, Chestertown, MD 21620. We appreciate you taking the time to spend in Kent County to learn of the Region's needs. It is important to Kent County that we have a facility and the resources to assist with the growing crisis of opioid and substance abuse and mental health challenges that persons of all ages are facing. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

KCC: tlt
Cc: Bill Webb, Health Officer, Kent County Health Department

Procedures For Public Comment
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment 2022

03.29.23 Public 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
March 29, 2023

NAME (please print)	ADDRESS	TOPIC
Mike Waal	K.C.	Any update on Kirwan Funding? Anyone Attending League of Woman Voters Kirwan Meeting April 19th?
Steven Mitchell	112 N. Water St. Ctown	Tax differential study funding
Richard McDowell	132 N. QUEEN C'TOWN	Tax Diff.
Brad DeRasy	SAO	CCAT

Hope Clark, Executive Director, United Way of Kent County
3/29/2023
County Commissioners Meeting

Item Summary:
Letter of Support

ATTACHMENTS:

Description

03.28.23 Hope Clark, Executive Director, United Way of Kent County, Homeless Population, Support Letter

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

March 13, 2023

United Way of Kent County
114 South Lynchburg Street – Suite B
P.O. Box 594
Chestertown, MD 21620

Re: Long Term Needs of Kent County's Homeless Population

To Whom It May Concern:

The United Way of Kent County, Inc. (UWKC) has been supporting local non-profit organizations in Kent County for 65 years. The UWKC is supporting twenty-one (21) agencies in Kent County this year. It is respected for vetting local organizations that provide services to our most vulnerable programs with support to insure effective impacts in our community. On behalf of the County Commissioners of Kent County, this letter carries support for local efforts to address the long term needs of the County's homeless population.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Shelley L. Heller
County Administrator

KCC: smb
cc: The County Commissioners of Kent County, Maryland
Hope Clark, Executive Director, United Way of Kent County
Dawson Hunter, Housing and Transportation Coordinator, Economic and Tourism Development

American Rescue Plan Act (ARPA) Funds Spend Plan
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

3-14-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
3/14/2023

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	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
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		*652,897*			
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		*Deferred*			
Kennedyville Pump Station #2 Construction		*Deferred*			
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		$ 3,930,144		$ 2,967,247	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ (163,367)		$ 799,530	

Contingency and Use of Fund Balance Report
3/29/2023
County Commissioners Meeting

ATTACHMENTS:

Description

3-14-2023 Commissioner Report Contingency

FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
March 14, 2023

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 Ag Center-asbestos assessment report of two buildings at Kent Ag Center
9/27/22	Kent Ag Center, Inc.	1,625	Kent Ag Center-asbestos assessment report of two buildings at Kent Ag Center
12/13/22	Office of Finance	28,275	Central Square Payments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane contruction 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 Payments-5 devices @ $1125 ea
3/8/23	Water & Wastewater Fund	6,850	Fairlee Water Plant-replacement of water treatment filter media
3/14/23	Parks and Recreation	23,640	Millington pool replaster
3/14/23	Parks	4,500	Fencing around Granary Building
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TOTAL		**$ 190,281**	

BEGINNING CONTINGENCY BUDGET	**$ 400.000**
ENDING CONTINGENCY BALANCE	**$ 209,719**

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
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
TOTAL		**$ 260,432**	

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.