

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

November 1, 2022

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

Meeting Announcements

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

Consent Items

#1 - Regular Session Minutes, October 25, 2022

#2 - Liquor Minutes, October 25, 2022

#3 - Environmental Operations Division
Public Landings Board

Appointments

Drew McMullen, President, Sultana Education Foundation
Letter of Support

Human Resources Director

Public Works - Roads Division
County Roads Division Chief Vacancy

Kent Alcohol and Tobacco Enforcement KATE

Lacey T. Cox, Deputy Clerk II
License Update

County Attorney

Thomas N. Yeager, County Attorney
Real Property Transfer Agreement, Deed Transfer, 172 Sassafraas Street Millington; and
Town of Millington Sewer Wastewater Service Agreement Amendment

Thomas N. Yeager, County Attorney
License Update

Letters for Signature

Citizen Interest Form
Commission on Aging Board

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Trey Hill, Harborview Farms Partnership

Notice of Application for Permit of Appropriation and Use Waters

Closed Session

Thomas N. Yeager, County Attorney

Legal

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

Thomas N. Yeager, County Attorney

Legal

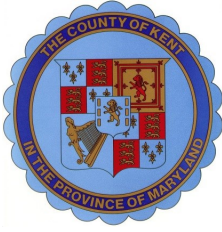
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b)(7)To consult with counsel to obtain legal advice

Thomas N. Yeager, County Attorney

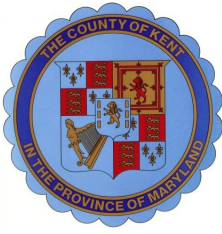
Legal

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b)(7)To consult with counsel to obtain legal advice

(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.)



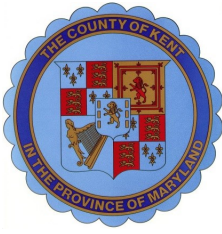
**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
11/1/2022
County Commissioners Meeting**



**#1 - Regular Session Minutes, October 25, 2022
11/1/2022
County Commissioners Meeting**

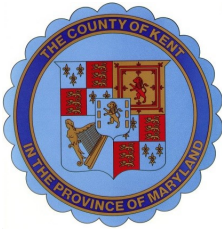
ATTACHMENTS:

Description



**#2 - Liquor Minutes, October 25, 2022
11/1/2022
County Commissioners Meeting**

ATTACHMENTS:
Description



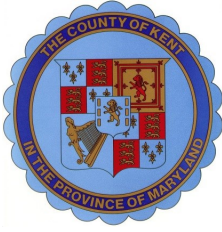
#3 - Environmental Operations Division 11/1/2022 County Commissioners Meeting

Item Summary:

Public Landings Board

ATTACHMENTS:

Description



Drew McMullen, President, Sultana Education Foundation
11/1/2022
County Commissioners Meeting

Item Summary:

Letter of Support

ATTACHMENTS:

Description

11.01.22 Governor Larry Hogan, Support Sultana Education Foundation Letter



The County Commissioners of Kent County

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 1, 2022

Governor Larry Hogan
100 State Circle
Annapolis, MD 21401

RE: Letter of Support, Sultana Education Foundation

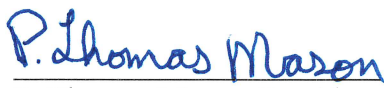
Dear Governor Hogan:

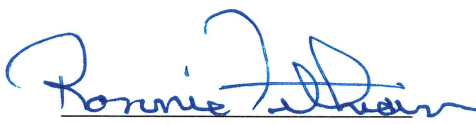
The County Commissioners of Kent County, Maryland supports the Sultana Education Foundation (SEF) Center in Chestertown, Maryland, and urge you to support this important initiative by providing funding through the State's Capital Budget. The Lawrence Wetlands Preserve, Staff Housing, and Maryland State Department of Education Funding are important tools for continuing the educational programs.

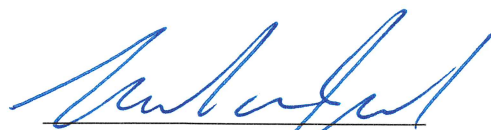
The Preserve will engage Kent County students with an additional outdoor educational facility and enhance SEF's ability to attract visitors from outside of the County. Since 1997, the SEF has provided state-certified, award-winning environmental and history education programs to Maryland students and teachers.

The Preserve will be an important addition to the region's educational and recreational assets, and Staff Housing will provide the space needed for additional staff. We request you give this project every possible consideration.

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

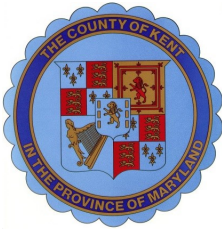

P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

KCC: tlt

cc: Drew McMullen, President, Sultana Education Foundation



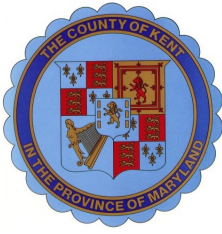
**Public Works - Roads Division
11/1/2022
County Commissioners Meeting**

Item Summary:

County Roads Division Chief Vacancy

ATTACHMENTS:

Description



Lacey T. Cox, Deputy Clerk II
11/1/2022
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

11.01.22 Memorandum, Phat Daddy's Barbeque and Catering, LLC, License



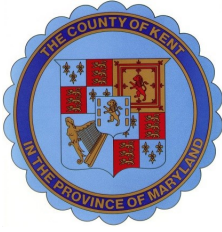
Kent Alcohol and Tobacco Enforcement

To: Commissioners Mason, Fithian, and Jacob
From: Lacey T. Cox, Deputy Clerk II
Date: 11/01/2022
Subject: License Update: Phat Daddy's Barbeque and Catering, LLC

Memorandum

On October 18, 2022, the Board approved Phat Daddy's Barbeque and Catering, LLC for a Class B Beer and Wine License with Caterer's Privilege. Staff is pleased to report License No. 4856 was issued on October 21, 2022.

These transactions will be recorded in the monthly report of retail license activity given to the Comptroller of Maryland.



Thomas N. Yeager, County Attorney
11/1/2022
County Commissioners Meeting

Item Summary:

Real Property Transfer Agreement, Deed Transfer, 172 Sassafra Street Millington; and Town of Millington
Sewer Wastewater Service Agreement Amendment

ATTACHMENTS:

Description

11.01.22 Real Property Transfer Agreement, The County Commissioners of Kent County, The Town of Millington

11.01.22 Amendment to Sewer Wastewater Service Agreement, The County Commissioners of Kent County, The Town of Millington

10.04.22 Required Public Notice Disposal of Real County Property Millington

REAL PROPERTY TRANSFER AGREEMENT
The County Commissioners of Kent County
The Town of Millington, Maryland

This Real Property Transfer Agreement (this “Agreement”), by and between the County Commissioners of Kent County, Maryland, a body politic and political subdivision of the State of Maryland (the “County”) and the Town of Millington, Maryland, a municipal subdivision of the State of Maryland (the “Town”) dated this 1st day of November, 2022.

WHEREAS, the County is the Owner of Real Property located at 172 Sassafras Street near the Town of Millington, which is known or formerly known as the Millington Elementary School Property, and more fully described in a deed recorded among the Land Records for Kent County in Liber M.L.M. No. 694, folio 215 (the “Property”);

WHEREAS, the Property is no longer needed for public use by the County; and

WHEREAS, the Town of Millington desires to utilize the Property for a Community Center and for Senior Citizen Housing in furtherance of the public interest.

WITNESSETH, in consideration of the sum of one dollar (\$1.00), receipt of which is hereby acknowledged, and the covenants contained herein, the parties agree as follows:

1. The County shall transfer ownership of the Property to the Town via a deed prepared by and executed by the County in substantially the same form as set forth on “Exhibit A”, which is attached hereto.
2. The Property is being transferred in its “as is” condition.
3. The County has not conducted a title search, nor has the County obtained a recent survey of the Property. If the Town desires a title search or survey, the Town shall so obtain at the Town’s expense.
4. Because this is an intergovernmental transfer, the deed is exempt from recording charges, transfer taxes, and recordation taxes. In the event there are any transfer charges, all such costs shall be paid by the Town.
5. Upon the transfer of the Property to the Town via the execution of the Deed, the Town shall be fully responsible for all maintenance and upkeep of the property, and all risk of loss shall be on the Town.
6. The Town desires to annex the property into the Town’s corporate limits, and the County consents to such annexation. In that regard the County has given its written consent, and agrees to execute such other and further documents as may be required for the annexation.
7. The transfer of the Property is conditioned upon the Property being developed and used in accordance with the project known as “Millington Senior Village” for the stated

purpose of Senior Citizen Housing, a Community Center, and uses incidental thereto, consistent with the presentation and representations made to the County by the Town at public meetings of the County Commissioners.

8. The Town shall not subdivide, transfer, or encumber the Property or any portion thereof, except in accordance with and in furtherance of the development of Senior Citizen Housing and a Community Center on the Property.
9. In the event that on the third anniversary of the transfer of the Property to the Town, the development of the Property for the above-stated purpose has not been completed or substantially completed, the Town shall so advise the County and shall provide the County with a status report and plan for the completion of the development. If the County, in its discretion, determines that completion of the development is not likely or feasible within the next two years, the County may exercise its right of reversion, as set forth in item 10 below, at that time, rather than having to wait until the fifth anniversary of the transfer of the Property.
10. In the event that on the fifth anniversary of the transfer of the Property, the development of the Property has not been completed or substantially completed, the Town, upon the request of the County, shall transfer the Property back to the County, and shall execute all such documents and instruments necessary to effectuate such transfer.
11. In the event that title to the Property is transferred back to the County, and upon request of the County, the Town shall de-annex the property, and to that end, shall initiate a Resolution for de-annexation, shall execute any such instruments or documents as may be necessary, and shall cooperate with the County in the de-annexation process.
12. Pursuant to a Sewer Wastewater Agreement between the County and the Town dated April 13, 2004, the County purchased sewer allocations for 133 Equivalent Dwelling Units (EDU's) from the Town for the sum of Six-Hundred Ninety Thousand Dollars (\$690,000). Those allocations were not designated for any specific properties and were for County use to be assigned and re-assigned by the County in the County's discretion. In that regard, the County assigned allocations for five (5) EDU's to the Property. The County will transfer one (1) EDU with the Property and will retain the remaining four (4) EDUs for County use. The parties agree to amend the Sewer Wastewater Agreement accordingly.
13. This Agreement is binding upon the parties, their successors and assigns, and the terms of this Agreement shall survive the transfer of the Property to the Town.

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

The Mayor and Council of Millington

Kevin Hemstock, Mayor

Michelle Holland, Councilmember

Mark Linton, Councilmember

Zita Seals, Councilmember

Wayne Starkey, Councilmember

Attest:

Elizabeth Jo Manning, Clerk

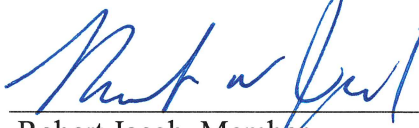
The County Commissioners
of Kent County, Maryland



P. Thomas Mason, President

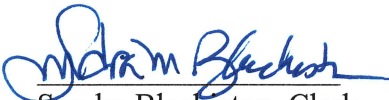


Ronald Fithian, Member



Robert Jacob, Member

Attest:



Sondra Blackiston, Clerk

After recording, return to:
Thomas N. Yeager
County Attorney for Kent County
203 Maple Avenue
Chestertown, Maryland 21620

NO TITLE SEARCH

DEED

THIS DEED, dated this _____ day of November 2022, by and between the County Commissioners of Kent County, (the "County"), a body politic and political subdivision of the State of Maryland, Grantor, and the Town of Millington, a municipal corporation of the State of Maryland, Grantee.

The within instrument is a transfer among government bodies and as such is exempt from recording fees and transfer and recordation taxes.

WHEREAS, the below described property is no longer needed for public use by the County; and,

WHEREAS, the parties recognize the need for Senior Citizen housing and for a Community Center in Millington area of Kent County; and

WHEREAS, the Town of Millington plans to develop a portion of the property with a Community Center and other facilities for public use, and to partner with a non-profit organization to develop the remainder of the property for Senior Citizen housing; and,

WHEREAS, the requisite notice set forth in Section 10-312 of the Local Government Article of the Annotated Code of Maryland has been given; and,

WITNESSETH, that in consideration of the sum of One and 00/100 Dollars (\$1.00) and the terms of the Transfer Agreement of the Parties dated November 1, 2022 and incorporated herein by reference, the receipt of which is hereby acknowledged, the said County Commissioners of Kent County, does hereby grant and convey unto the said Town of Millington, its successors and assigns, in fee simple, all that property lying and being in the County of Kent, State of Maryland, and being described as follows:

PARCEL 1: ALL that lot, piece or parcel of land, situate, lying and being in the First Election District of Kent County, Maryland, in the town of Millington, and described as follows, that is to say:

BEGINNING for the same at a granite stone located on the north side of Cypress Street and on the West side of the New Street, which point of beginning is North sixty seven and one quarter degrees West, one hundred and fifty six feet from the lot of land now owned by Mrs. Edgar Price; and running from thence North sixty seven and one quarter degrees West, Three hundred and seventy one feet six inches to James E. Hurlock's pear orchard; thence North eighteen and one half degrees East, four hundred and sixteen feet six inches; thence South Eighty two and one half degrees East, three hundred and sixty feet six inches to the New Street; thence with West side of said Street South sixteen and one half degrees West Five hundred feet six inches to the point of beginning containing 3.84 acres of land, more or less.

PARCEL 2: ALL that tract of land situate, lying and being in the First Election District of Kent County, State of Maryland, and being near the town of Millington; the aforementioned tract of land lying along the easterly side of the State Road (Md. Route No. 313) leading from Millington to Massey; the aforementioned tract of land lying westerly of the right-of-way (right-of-way being 66.0 feet wide) of Delaware Railroad – Centreville Branch (formerly P. B. & W. Railroad); the aforementioned tract of land being bounded on the west by the State Road (Md. Route 313); bounded on the north by lands now belonging to James Rigby Mullin; bounded on the northeast by lands now belonging to E. W. Montell; bounded on the east by the right-of-way (right-of-way being 66.0 feet wide) of Delaware Railroad – Centreville Branch (formerly P. B. & W. Railroad); bounded on the south by land belonging to Travis Manning; being bounded on the west by lands belonging to Richard C. and Harrison T. Steen; being bounded on the west and south by lands belonging to Raymond Edward and Mary Eloise Conner; and being more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same at a concrete monument set on the line dividing the herein described tract of land from lands now belonging to James Rigby Mullin and along the easterly side of the right-of-way of the State Road (Md. Route 313) leading from Millington to Massey, and running thence (1) with the Lands of Mullin North Eighty-Eight Degrees Fifty-One Minutes East Four Hundred Seven and No Tenths Feet (N 88 Deg. - 51 Min. E - 407.0') to a point where a concrete monument is to be set and the lands of E. W. Montell; thence (2) with the lands of Montell South Forty-Seven Degrees nine Minutes East Seven Hundred thirteen and Fifty-Seven One Hundredths Feet (S 47 Degs. - 09 min. E - 713.57') to a point where another concrete monument is to be set along the westerly side of the right-of-way (right-of-way 66.0 feet wide) of Delaware Railroad - Centreville Brand (formerly P. B.& W. Railroad); thence (3) with the westerly side of the aforementioned railroad right-of-way South Fourteen Degrees Twenty-Three Minutes West One Thousand One Hundred Eighty Nine and Seven Tenths Feet (S 14 deg. - 23 min. W - 1189.7') to still another point where a concrete monument is to be set along the aforementioned railroad right-of-way and land now belonging to Travis Manning, the aforesaid concrete monument which is to be set at a common corner for lands of the herein described tract of land, the aforementioned railroad right-of-way and lands of Manning; thence (4) with the lands of Manning North Eighty-Seven Degrees Forty-Three Minutes West Three Hundred Eight and Forty-Five One Hundredths Feet (N 87 deg. - 43 min. W - 380.45') to a point in the center of a ditch, said point lying South Six Degrees Thirty-Two Minutes East Nine and Four One Hundredths Feet (S 6 deg. - 32 min. E - 9.04') from a point where a concrete monument is to be set beside a post and the lands now belonging to Richard C. and Harrison T. Steen; thence (5) with the lands of Steen and toward the point where a concrete monument is to be set beside a post North Six Degrees Thirty-Two Minutes West Nine and Four One Hundredths Feet (N 6 deg. - 32 min. W - 9.04') to the point where a concrete monuments will be set beside a post; thence (6) with the lands of Steen and lands now belonging to Raymond Edward and Mary Eloise Conner North Six Degrees Thirty-Two Minutes West Two Hundred Fifty-Seven and Fourteen One Hundredths feet (N 6 deg. - 32 mins. W - 257.14') to still another point where a concrete monument is to be set beside a post; thence (7) with the lands of Conner South Eighty-Five Degrees Twenty-Four Minutes West One Hundred Thirty-Six and Five Tenths Feet (S 85 deg. - 24 min. W - 136.5') to still another point where a concrete monument is to be set beside a post along the easterly side of the State Road (Md. Route 313) leading from Millington to Massey; thence (8) with the easterly side of the State Road (Md. Route 313) leading from Millington to Massey and toward Massey North Five Degrees Seventeen Minutes West Six Hundred Eighty-Nine and Five

Tenths Feet (N deg. – 17 min. W – 689.5') to another point along the westerly side of the aforementioned State Road (Md. Route 313) where a concrete monument is to be set; thence (9) still with the easterly side of the State Road (Md. Route No. 313) and toward Massey North Two Degrees Nine Minutes West Six Hundred Seventy-Four and Forty-Six One Hundredths Feet (N 2 deg. – 09 min. W – 674.46') to the place of beginning, CONTAINING an area of Twenty-Five and Forty-Five One Hundredths Acres (25.45 A.) of land.

NOTE: Bearings are computed from the angles, which have been observed precisely, and are referred to a magnetic meridian, corrected for declination; Declination at present being 8 degrees 15 Minutes WEST.

SAVING AND EXCEPTING the property that was conveyed from the County Commissioners of Kent County, Maryland to the Town of Millington by deed dated September 20, 2011 and recorded among the Land Records for Kent County, Maryland in Liber M. L. M. No 694, folio 215, and is further described as follows:

ALL that lot, piece of parcel of land situate, lying and being in the First Election District of Kent County, Maryland, in the town of Millington, and described as follows, that is to say:

BEGINNING for the same at a concrete monument found along the westernmost outline of the lands, now or formerly of, the State of Maryland Department of Transportation (see E.H.P. 134/244), at the intersection of the division line between the lands of the County Commissioners of Kent County (see E.H.P. 61/241) and the lands, now or formerly of, Pamela D. Teat and Lewis E. Teat (see M.L.M. 307/088); said beginning point being further located at the southeasternmost corner of the herein described lands as shown on a plat entitled "SUBDIVISION OF PART OF THE LANDS OF COUNTY COMMISSIONERS OF KENT COUNTY", which is attached hereto as Exhibit "A".

THENCE leaving said beginning point so fixed and binding on the aforesaid division line;

1) North 87° 34' 00" West 139.23 feet to a point;

THENCE leaving the lands of Teat and running for new lines of division through the aforementioned lands of the County Commissioners of Kent County, the following two (2) courses and distances;

2) North 05° 16' 24" West 278.22 feet to a point and;

3) North 85° 16' 45" East 243.11 feet to a point on the westernmost outline of the aforementioned lands of the State of Maryland Department of Transportation;

THENCE binding on the westernmost outline of the aforesaid lands of the State of Maryland Department of Transportation;

4) South 14° 23' 00" West 312.39 feet to the place of beginning.

Containing an area of 1.264 acres of land, more or less, as described by McCrone, Inc., Registered Professional Engineers and Land Surveyors in August 2008.

BEING the same parcels of land conveyed by the Board of Education of Kent County, Maryland, to the County Commissioners of Kent County, by deed dated June 25, 2019, and recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 1007, folio 134.

SUBJECT TO a 50 foot wide ingress/egress easement area as set forth on the plat entitled "Subdivision of Part of the Lands of County Commissioners of Kent County in the Town of Millington and First Election District, Kent County, MD" dated July 2010, prepared by McCrone, Inc., which is attached hereto as Exhibit "A". The centerline of said easement being more particularly described as follows:

BEGINNING for the same at a point on the easterly right-of-way line of Sassafras Street, said point of beginning being further located; North 05° 20' 24" West 157.24 feet from a concrete monument found at the intersection of said right-of-way with the division line between the lands of the County Commissioners of Kent County (see E.H.P. 61/241) and the lands, now or formerly of, Raymond E. Conner et al. (see M.L.M. 548/323);

THENCE leaving said beginning point so fixed and binding on the centerline of the herein described easement over the aforesaid lands of the County Commissioners of Kent County, the three (3) following courses and distances;

1) North 84° 55' 19" East 327.89 feet to a point of curvature;

THENCE binding on the arc of a curve to the right, a distance of 126.16 feet to a point of tangency, said curve having a radius of 80.00 feet and subtended by a chord of;

2) South 49° 53' 58" East 113.49 feet;

3) South 04° 43' 15" East 97.12 feet to a point on the northernmost outline of the above described 1.264 acre parcel; said point being further located 25.00 feet from the northwesternmost corner of said parcel.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

SUBJECT TO all restrictions, conditions, easements and other matters of record.

ALSO SUBJECT TO the Real Property Transfer Agreement of the Parties dated November 1, 2022, and incorporated herein by reference.

ALSO SUBJECT TO: that, in the event that the Grantee, the Town of Millington, its successors and assigns, does not develop the property with Senior Citizen Housing and a Community Center in accordance with the plans and project known as Millington Senior Village, and as further set forth and described in the aforementioned Transfer Agreement of the parties, within five (5) years of the date of this Deed, the subject property described herein shall revert to the Grantee, The County Commissioners of Kent County, free and clear of any interest or claims of the Grantee, the Town of Millington, its successors and assigns. The Grantee, its successors and assigns, shall execute any documents or instruments requested by the Grantor in the event the Grantor exercises its right of reversion.

ALSO SUBJECT TO the Amendment dated November 1, 2022 to the Sewer Wastewater

Service Agreement of the Parties, which is incorporated herein by reference.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said the Town of Millington, its successors and assigns, in fee simple subject to the aforementioned right of reversion of the Grantor.

AND THE SAID Grantor does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

ATTEST:

The County Commissioners of Kent County

Sondra Blackiston, Clerk

By: _____
P. Thomas Mason, President

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on November ____, 2022, before me, a Notary Public of the State and county aforesaid, personally appeared P. Thomas Mason, President of the County Commissioners of Kent County, Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed who acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

My Commission Expires: _____

Notary Public

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

Thomas N. Yeager, Esquire
County Attorney for Kent County

LAW OFFICE OF
THOMAS N. YEAGER
ATTORNEY AT LAW
203 MAPLE AVENUE
P.O. BOX 455
CHESTERTOWN, MD 21620

(410) 810-0428

AMENDMENT TO SEWER WASTEWATER SERVICE AGREEMENT

The County Commissioners of Kent County

The Town of Millington, Maryland

This Amendment to the Sewer Wastewater Service Agreement dated April 13, 2004 (this "Amendment"), by and between the County Commissioners of Kent County, Maryland, a body politic and political subdivision of the State of Maryland (the "County") and the Town of Millington, Maryland, a municipal subdivision of the State of Maryland (the "Town") dated this 1st day of November, 2022.

WITNESSETH, in consideration of the covenants contained herein, the parties agree as follows:

1. Contemporaneous with the transfer of the real property located at 172 Sassafras Street, known or formerly known as the Millington School Property, the County shall transfer one allocation for one Equivalent Dwelling Unit (EDU) to the Town of Millington.
2. The deed and the transfer agreement for the transfer of the real property to the Town is conditioned upon the Town developing and utilizing the real property for a specific purpose, namely a community center and senior citizen housing. In the event that the property is not developed as planned, the aforementioned deed and transfer agreement provide for the real property to be transferred back to the County.
3. In the event that the real property is transferred back to County in accordance with the deed and agreement, then the parties agree that the allocation that is being transferred to the Town pursuant to this Agreement shall be transferred back to the County.
4. The parties agree to execute such other and further documents as may be necessary to effectuate the above-described transfers.
5. In all other respects the terms and conditions of the Sewer Wastewater Service Agreement shall remain unchanged and in full force and effect.

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

The Mayor and Council of Millington

Kevin Hemstock, Mayor

Michelle Holland, Councilmember

Mark Linton, Councilmember

Zita Seals, Councilmember

Wayne Starkey, Councilmember

Attest:

Elizabeth Jo Manning, Clerk

The County Commissioners
of Kent County, Maryland



P. Thomas Mason, President



Ronald Fithian, Member



Robert Jacob, Member

Attest:



Sondra Blackiston, Clerk



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

**REQUIRED PUBLIC NOTICE
DISPOSAL OF REAL COUNTY PROPERTY**

The County Commissioners of Kent County, Maryland, do hereby provide the required public notice pursuant to the Maryland Annotated Code, Local Government Article §10-312 that the real property known as 172 Sassafras Street, Millington, MD 21651 just north of Millington, formally known as the Millington Elementary School property, is no longer needed for public use. The County intends to sell the property, which is more fully described below.

Premises address: 172 Sassafras Street, Millington, MD 21651

Approximate land area: 24.18 acres of land and improved with an approximate 36,377 square foot building
Tax Map: 0032 Grid: 0002B Parcel: 0049
The property is further described in a deed recorded among the land records for Kent County, Maryland in Liber M.L.M. No.1007, folio 134.

Compensation: \$1.00

No transaction costs: A transfer among government bodies is exempt from recording fees and transfer and recordation taxes.

Name of the purchaser: The Town of Millington

A complete copy of the meeting minutes regarding the acceptance of the purchaser's offer is available on the County's website at kentcounty.com/commissioners/meeting-agenda or call 410-778-4600 and then press 4. Any objections to this transaction must be received before the close of business on October 31, 2022.

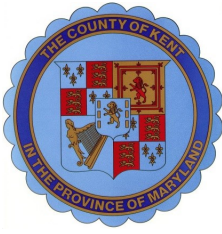
By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 10/13/22, 10/20/22, 10/27/22



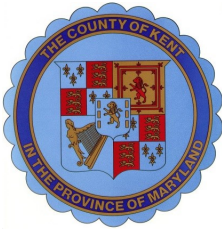
Thomas N. Yeager, County Attorney
11/1/2022
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description



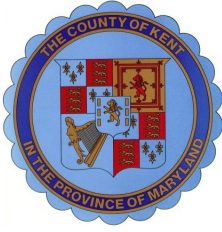
Citizen Interest Form
11/1/2022
County Commissioners Meeting

Item Summary:

Commission on Aging Board

ATTACHMENTS:

Description



American Rescue Plan Act (ARPA) Funds Spend Plan 11/1/2022 County Commissioners Meeting

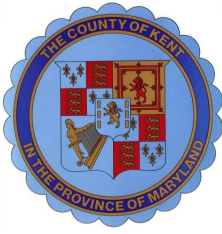
ATTACHMENTS:

Description

10-25-2022 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/25/2022

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	
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		15,000			
Worton WWTP Lagoon Sludge Removal Contract		1,000,000			
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		35,000			
Kennedyville Pump Station #2 Construction		450,000			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,985,908</u>		<u>\$ 1,523,011</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (219,131)</u>		<u>\$ 2,243,766</u>	



Contingency and Use of Fund Balance Report 11/1/2022 County Commissioners Meeting

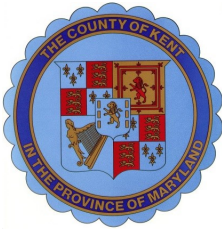
ATTACHMENTS:

Description

10-25-2022 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
October 25, 2022**

[illegible]



Procedures For Public Comment 11/1/2022 County Commissioners Meeting

ATTACHMENTS:

Description

11.01.22 Public Comments Sign In Sheet

Press and Public Comments 2022

**PUBLIC COMMENTS
SIGN IN SHEET
November 1, 2022**

NAME (please print)	ADDRESS	TOPIC

Press and Public Comments

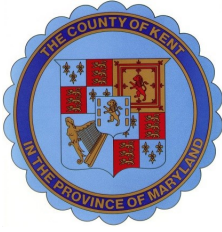
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

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

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

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

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



**Trey Hill, Harborview Farms Partnership
11/1/2022
County Commissioners Meeting**

Item Summary:

Notice of Application for Permit of Appropriation and Use Waters

ATTACHMENTS:

Description

11.01.22 Harborview Farm Partnership Notification

10/25/22



Dear Property Owner or Local Official:

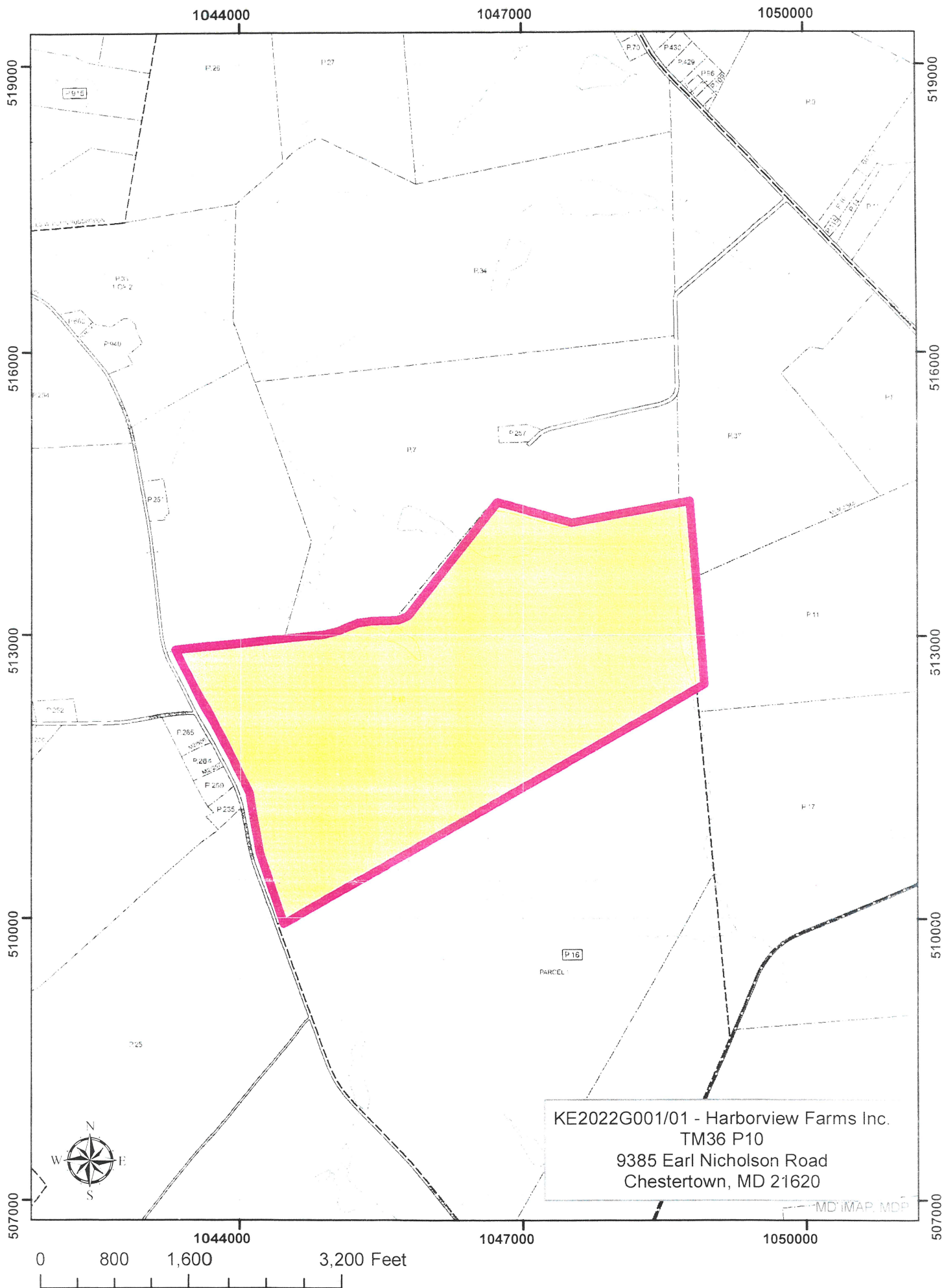
Harborview Farms Partnership has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **KE2022G001/01**. The applicant seeks to appropriate and use an annual average of 229,500 gallons of groundwater per day (gpd) and 1,394,500 gpd during the month of maximum use for crop irrigation. Water will be withdrawn from five wells in the unconfined Aquia aquifer. The project is located at 9385 Earl Nicholson Road, Chestertown, Kent County, Maryland.

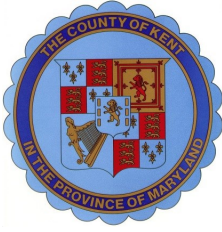
Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the State to issue or deny the permit.

The Administration has created a file for this proposed project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Water Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-708-0187 (applicant's phone number) or by mail at the address listed below.

Sincerely,

Tracy Hill
Harborview Farms Partnership
5376 Eastern Neck Rd
Rock Hall MD 21661





Thomas N. Yeager, County Attorney
11/1/2022
County Commissioners Meeting

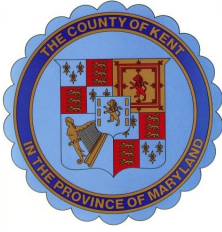
Item Summary:

Legal

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

ATTACHMENTS:

Description



Thomas N. Yeager, County Attorney
11/1/2022
County Commissioners Meeting

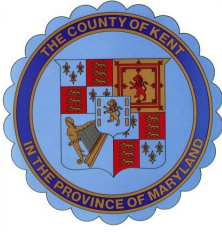
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ATTACHMENTS:

Description



Thomas N. Yeager, County Attorney
11/1/2022
County Commissioners Meeting

Item Summary:

Legal

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b)(7) To consult with counsel to obtain legal advice

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Description