

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

August 3, 2021

3:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

Special Announcement: Transportation Work Session to Commence at 3:00 p.m.

Dawson Hunter, Housing and Transportation Coordinator, Local Management Board
County Transportation Meeting

Regular Session Meeting Scheduled to Commence at 6:00 p.m.

Public Notices

Alcoholic Beverage License Hearing
The Backfin

Consent Items

- #1 - Regular Session Minutes, July 20, 2021
- #2 - Liquor Minutes, July 20, 2021
- #3 - Public Hearing Minutes, July 20, 2021
- #4 - Closed Session Minutes, July 20, 2021
- #5 - Tolchester Community Association, Inc., Raffle Only, August 7, 2021
- #6 - Chestertown High School Alumni, Raffle Only, August 8, 2021
- #7 - Galena Volunteer Fire Company, Inc., Combined Gaming, September 25, 2021

Special Class C Licenses/Multiple Event

Galena Volunteer Fire Company, Inc., Beer, Wine, and Liquor, Multiple Event License
Tolchester Community Association, Inc., Beer and Wine, August 7, 2021
Rock Hall Lions Club, Beer Only, August 14, 2021

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning
Code Home Rule Bill No. 9-2021 Agriculture Advisory Commission

Appointments

Michael Sanderson, Executive Director, and Wilbur Levengood, President, Maryland
Association of Counties

Sherise Kennard, Clerk of Court for Kent County
Circuit Court Office

Discussion Points from Department of Public Works
Carpet Replacement

Charles MacLeod, Clean Chesapeake Coalition

Scope of Work Discussion

Human Resources Director

Detention Center

Promotion of Correctional Officer

County Administrator

Patricia Merritt, Chief Finance Officer, Office of Finance

Request for Signature

Marty T. Holden, Division Chief, Environmental Operations, Public Works

Purchase Order Approval

Mike Moulds, Director, Public Works

Maryland Department of Transportation State Highway Administration

Mike Moulds, Director, Public Works

Maryland Department of Agriculture FY2022 Cooperative Weed Control Agreement

Mike Moulds, Director, Public Works

Fleet Management Leases

Parcel 240, Kelleys Park Road, Rock Hall, MD

Settlement Documents

Kent County Department of Social Services Advisory Board

Social Services Advisory Board Appointment

County Administrator Report

April Bitter, Project Manager, Information Technology

Broadband Infrastructure Contract

Bill Mackey, Director, Planning, Housing, and Zoning

Critical Area Commission Grant

Kent Alcohol and Tobacco Enforcement KATE

Sallie Watson, Deputy Clerk II

Alcoholic Beverage License Issued

Sondra M. Blackiston, Clerk/KATE Manager

Liquor License Modification

Letters for Signature

Kent County Department of Social Services Advisory Board

Thank You Letter

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning

Agriculture Advisory Commission

Public Comment/Media Review

Procedures for Public Comment

For Your Information

Craig Kuhn, Program Manager FPM, Office of Plant Industries and Pest Management,
Maryland Department of Agriculture

2020 Gypsy Moth Survey Report

Susan O'Neill, Executive Director, Upper Shore Regional Council

FY2022 Operating Budget Invoice

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Legal

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

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



**Dawson Hunter, Housing and Transportation Coordinator, Local
Management Board**

8/3/2021

County Commissioners Meeting

Item Summary:

County Transportation Meeting

ATTACHMENTS:

Description

Transportation Meeting County Commissioners 8.3.21

08.03.21 Santo A. Grande, President, Demarva Community Services, Inc. (DCT), Transportation Demands,
Original 09.24.20

08.03.21 Santo A. Grande, President, Demarva Community Services, Inc. (DCT), Transportation Demands,
Copy Received on 08.03.21

The County Commissioners of Kent County

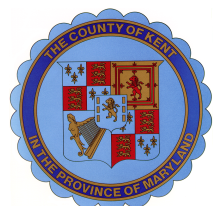
County Transportation Meeting

August 3, 2021

3:00 p.m.

Agenda

1. Introductions of Attendees
2. Delmarva Community Transit Operations update
 - Current Operations
 - Route 4
 - Chestertown -Rock Hall Shuttle
 - Systemwide overview – emergence from Pandemic
 - Travel Training Program
 - Translation services – Spanish
 - Kent County Dispatch Office & number of drivers in Kent County
 - Equipment upgrades/additions in Kent County
 - Proposal for Demand Service in Kent County in response to the pandemic and future services
 - Ridership pre-covid compared to ridership today
3. Stakeholder updates





Delmarva Community Services, Inc.

Opening Doors to Independent Living

2450 Cambridge Beltway
P.O. Box 637
Cambridge, MD 21613
Phone: 410-221-1900
Fax: 410-221-1917

September 24, 2020

Proposal for Demand service in Kent County, Maryland in response to the COVID pandemic and future services.

Vehicles: Delmarva Community Services, Inc., will provide two (2) small vehicles, mini vans, for this specific program. Non CDL vehicles (handicapped accessible)

One Time Only:

1. #257 10% match \$42,614 = \$ 4,262
2. #256 20% match \$36,840 = \$ 7,368

Total Request \$11,630

Annual Budget

2 drivers - 6 hours per day @ \$12.00 = \$ 72.00
6 hours per day @ \$12.00 = \$ 72.00
\$ 144.00 X 5 =
720.00 per week
X 48 weeks =
\$34,560
Fringe 10% 3,456
Annual \$38,016

2 vehicles - gas, insurance and preventative maintenance =
2 X \$500.00 per month = \$1,000 per month X 12 months = \$12,000

\$ 12,000
38,016
Annual Cost \$ 50,016

Quarterly reports to County

Submitted by: Santo A. Grande, Ed.D
President/CEO



Providing Support, Day, Residential, and Transportation to Older Persons and Persons with Developmental Disabilities



September 24, 2020

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\$ 12,000
38,016
Annual Cost \$ 50,016

Quarterly reports to County

Submitted by: Santo A. Grande, Ed.D
President/CEO



Alcoholic Beverage License Hearing 8/3/2021 County Commissioners Meeting

Item Summary:

The Backfin

ATTACHMENTS:

Description

07.13.21 The Backfin Hearing Notice

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 Cell: 443-282-5785

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

NOTICE

Application has been made by members: Donna Legg and Tori Bershon representing The Backfin for a Class A, Beer, Wine, and Liquor on the premises known as:

The Backfin
5707 Caroline Avenue
Rock Hall, MD 21661

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for off-premises consumption. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on August 24, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

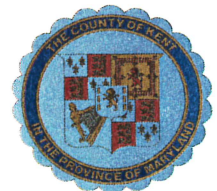
By order of:

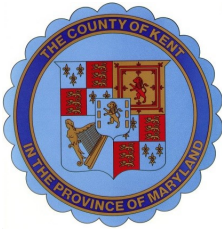
THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH KCN 07/22/21, 07/29/21

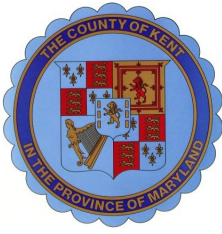




**#1 - Regular Session Minutes, July 20, 2021
8/3/2021
County Commissioners Meeting**

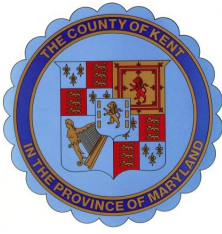
ATTACHMENTS:

Description



**#2 - Liquor Minutes, July 20, 2021
8/3/2021
County Commissioners Meeting**

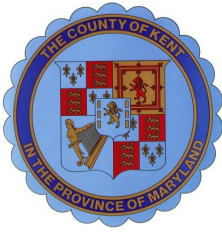
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, July 20, 2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 - Closed Session Minutes, July 20, 2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#5 - Tolchester Community Association, Inc., Raffle Only, August 7,
2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

10-2021 Tolchester Community Association, Inc., Raffle Only, August 7, 2021, Application

Permit#

10-2021

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: Tolchester Community Association, Inc.

Address of Organization: P.O. Box 35 Rock Hall, MD 21661

Telephone: (410) 778 0250

Is the organization formed or located in Kent County?

No

Yes

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:

Person responsible for complying with permit regulations and requirements:

Name:

Anna Ruth Tubman

Address:

9028 Point Lane Chestertown, MD 21620

E-Mail:

tubman20@aol.com

Telephone:

(410) 778 0250

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

Location address of fund-raising affair:

Tolchester Community Association, Inc.
Community Center

Are these premises owned, leased, or regularly occupied by the organization named above?

Yes No

Date(s) of fund-raising: August 7 2021

Date and Time of Drawing: 6:30

Begin at: 5:00

End

at: 7:00

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:

Anna Ruth Tubman

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

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? _____

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

100 % Civic _____ % Charitable _____ % Educational

Name, address and telephone of person completing application:

Anna Ruth Tubman
9028 Point Lane
Chestertown, MD 21620
(410) 778 0250

Signature of person completing application: Anna Ruth Tubman



**#6 - Chestertown High School Alumni, Raffle Only, August 8, 2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

11-2021 Chestertown High School Alumni, Raffle Only, August 8, 2021, Application

Permit#

11-2021

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:	Chester town High School Alumni		
Address of Organization:	P.O. Box 745 Chester town MD 21620		
Telephone:	(410) 778 0910		
Is the organization formed or located in Kent County?	Yes		
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:			

Person responsible for complying with permit regulations and requirements:

Name: Susan Martinez
Address: 202 Glen St Chester town MD
E-Mail: smartinez@Kent.K12.MD.US
Telephone: (410) 778 0910

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

Location address of fund-raising affair: Kent Co. Ag Center

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

Date(s) of fund-raising: 8/8/2021

Date and Time of Drawing: 3:00 p.m. Begin at: End at:

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:

Susan W. Martinez

Please Select One:

☒ Pick Up☐ Mail Permit (will be mailed to person responsible)

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? _____

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

_____ % Civic _____ % Charitable 50 % Educational

Name, address and telephone of person completing application:

Same info as on front page.

() _____

Signature of person completing application: Susan W. Martinez



**#7 - Galena Volunteer Fire Company, Inc., Combined Gaming,
September 25, 2021**

8/3/2021

County Commissioners Meeting

ATTACHMENTS:

Description

9-2021 Galena Volunteer Fire Company, Inc., Combined Gaming, September 25, 2021, Application

Permit#

9-2021

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:	Galena Vol Fire Co. Inc		
Address of Organization:	90 EAST CROSS ST, P.O. BOX 189 GALENA MD 21635		
Telephone:	(410) 648-5050		
Is the organization formed or located in Kent County?	Yes		
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:	33056897		

Person responsible for complying with permit regulations and requirements:

Name: Steve Bisbee ; Ethel K. Duhamell
Address: P.O. Box 189, Galena MD. 21635
E-Mail: _____
Telephone: 443, 480-1749

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

Location address of fund-raising affair: 90 EAST CROSS ST, Galena MD.

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

Date(s) of fund-raising: Sat, Sept 25, 2021

Date and Time of Drawing: Open 2:00 PM 9/25 Begin at: 3:30 PM 1st drawing - ending at last drawing.

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: Ethel K. Duhamell

Please Select One:

☐ Pick Up☒ Mail Permit (will be mailed to person responsible)

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? _____

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

_____ % Civic _____ % Charitable _____ % Educational
100% towards GVFCo. Inc. Operations and Equipment

Name, address and telephone of person completing application:

Evel Duhamell
P.O. Box 97, Galena MD. 21635
(443) 480-1749

Signature of person completing application: *Charles K. Duhamell*

Galena Volunteer Fire Company, Inc.

CASH BASH

Drawing

SATURDAY, SEPTEMBER 25, 2021

Approximately \$14,750 Awarded Day of Drawing

Winner Need Not Be Present

Only 350 Tickets Sold

One Winner Per Ticket

Food and Drinks Available for Purchase

TO GET YOUR TICKET

By Check

Please make check payable to

GVFC

Cash Bash

c/o Steve Bisbee

31873 Griffith Drive

Galena, MD 21635

Include your name, address, email
and phone number for each ticket

No. 0001 VOID Name _____ Address _____ Email _____ Cell _____	CASH BASH SATURDAY, SEPTEMBER 25, 2021 Doors open at 2:00 p.m. • Raffle starts at 3:30 p.m. <table><tr><td>1st ticket out</td><td>Every 25th</td><td>100th ticket out</td><td>200th ticket out</td><td>300th ticket out</td></tr><tr><td>\$1,000.00</td><td>\$250.00</td><td>\$1,000.00</td><td>\$500.00</td><td>\$1,000.00</td></tr></table> #348 & #349 ticket out \$500.00 #350 Ticket out \$8,000.00 Sales Limited to 350 Tickets • Donation \$100.00 Winner must pay all applicable taxes. If all 350 tickets are not sold prize amount will be adjusted. Winner does not need to be present. No outside alcohol or food allowed. Both will be sold at event. If COVID-19 does not allow attendance for the event, drawing will be supervised by Board of Directors. All winners will be contacted and GVFC Facebook will be updated when each winner is pulled. Must be 18 or older to purchase ticket. Only one winner per ticket. VOID	1st ticket out	Every 25th	100th ticket out	200th ticket out	300th ticket out	\$1,000.00	\$250.00	\$1,000.00	\$500.00	\$1,000.00
	1st ticket out	Every 25th	100th ticket out	200th ticket out	300th ticket out						
\$1,000.00	\$250.00	\$1,000.00	\$500.00	\$1,000.00							



**Galena Volunteer Fire Company, Inc., Beer, Wine, and Liquor, Multiple
Event License
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4724 Galena Volunteer Fire Company, Inc., Application

4724

FIRE COMPANY APPLICATION FOR A SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverage Article, for a Special Class C (Multiple Event) License.

Permit includes: Beer, Wine and Liquor Sales

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

1. The Fire Department/Company on behalf of which the license is desired:

Galena Vol. Fire Co. Inc

Address 90 East Cross St. P.O. Box 189, Galena MD. 21635

Select **One** and Initial your choice:

Twelve (12) Events per Year (\$200.00) X

Initial selection: EKO

Twenty-four (24) Events per Year (\$400.00) _____

Initial selection: _____

2. This function is operated on Fire Department/Company grounds and is exclusively for the Fire Department/Company.

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. Applicants

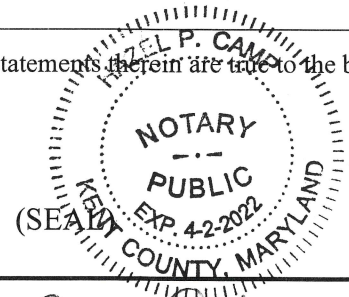
(1) Stere Bisbee 31873 Griffith Drive Galena MD 21635
Name Residence
11 Years President 410-708-5012
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Stere Bisbee the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Hazel P. Camp



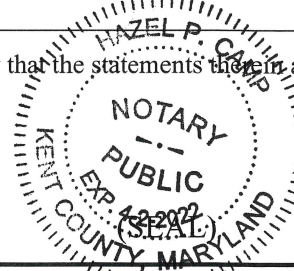
(2) Jack Duhamell 404 Jarman Ave. Galena
Name Residence
68 Years Vice President 410-708-7074
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Jack Duhamell the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Hazel P. Camp



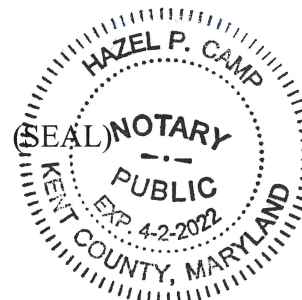
(3) Ethel K. Duhamell 404 Jarman Ave. Galena
Name Residence
67 Years Treasurer 443-480-1749
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Ethel K. Duhamell the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Hazel P. Camp



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.

Blair Paul GUFCL Pres. Signature (s)

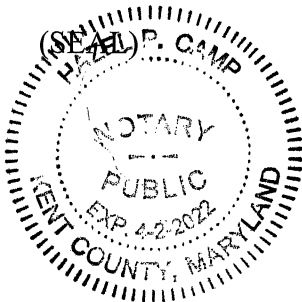
Steve Bisbee Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 12 day of July, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared
Steve Bisbee and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Hazel P. Camp



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Multiple Event) License it is important that you realize the responsibility that goes with the issuance of the license. All persons using this license as authorized under Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

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

The issuance of this license may **ONLY** be issued to a Fire Department/Company. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Multiple Event License is: **Twelve (12) Events per Year \$200.00 OR Twenty-four (24) Events per Year \$400.00** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Galena Vol Fire Co. Inc

Address 90 East Cross St, P.O. Box 97, Galena MD

Name Steve Bisbee Phone # 410-648-5050

(Please Print)

Steve Bisbee

(Signature)

Date 7-12-21





**Tolchester Community Association, Inc., Beer and Wine, August 7, 2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4725 Tolchester Community Association, Inc., Application

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

4725

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:

Tolchester Community Association, Inc

Address PO Box 35 Rock Hall, MD 21661

Type of Function Community Cook out

Location of Function Tolchester Community Assoc Center

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) Aug 7 2021
Begin at: 5 PM End at: 7 PM and the applicant tenders herewith the sum of (\$ 15.00 Per Diem) (\$ 15.00) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

9. Applicants

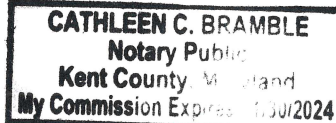
① Anna Ruth Tubman 9028 Point Lane Chestertown MD 21620
Name Residence
60 yrs President 410-778-0250 Anna Ruth Tubman
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26th day of July, 20 21, before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cathleen C Bramble



(SEAL)

② Louise D. Nelson 3901 So. Bayview Drive Chestertown MD
Name Residence
16 years 410-778-1566 Louise D. Nelson
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26th day of July, 20 21, before the subscriber, a Notary of the State of Maryland, personally appeared Louise Nelson the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cathleen C Bramble

(SEAL)

③ Patty Barila 21344 INDIANA AVE CHESTERTOWN, MD
Name Residence
12 years 410-778-7304 Patty Barila
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 26th day of July, 20 21, before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Cathleen C Bramble, Notary

(SEAL)

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

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

Anna Ruth Tubman Signature (s)

Anna Ruth Tubman Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 26th day of July, 2021,

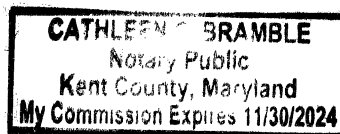
before the subscriber, a Notary of the State of Maryland, personally appeared _____

Anna Ruth Tubman and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Cathleen J Bramble

(SEAL)



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

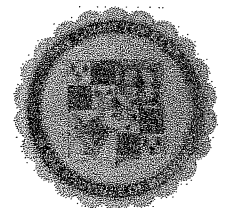
Cost of a Special Class "C" Per Diem License: Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00. Make checks payable to: The County Commissioners of Kent County, along with the completed application.

Name of organization, club, etc. Tolchester Community Association, Inc.

Address P.O. Box 35 Rock Hall, MD 21661

Name Anna Ruth Tubman Phone # 410 778 0250
(Please Print)

Anna Ruth Tubman Date July 26, 2021
(Signature)





**Rock Hall Lions Club, Beer Only, August 14, 2021
8/3/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4726 Rock Hall Lions Club, Application

4726

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

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

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

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

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

Rock Hall Lions Club

Address P.O. Box 285

Type of Function Beach Party with Pinatas + Games Weekend

Location of Function Beach 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? _____

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) Saturday April 14, 2021
Begin at: 10 AM End at: 4 PM and the applicant tenders herewith the sum of (\$ 5.00 Per Diem) (\$ 5.00) in payment for the license.

Please Select One:

() Pick Up

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

9. Applicants

(1)

RH Strong
Name

Rock Hall Md.
Residence

Length of Residence in Kent Co. _____ Committee Title _____

Phone No. _____

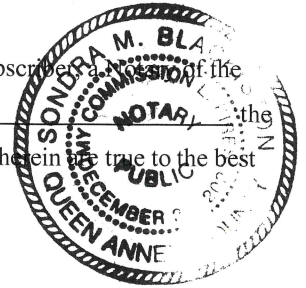
(Signature of Applicant) Sm B

STATE OF MARYLAND

This certifies, that on the 27 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Robert Strong applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sandra M. Blackiston remote



(SEAL)

(2)

Simon J Kenyon
Name

6153 Tolchester Rd, Rock Hall MD
Residence

Length of Residence in Kent Co. _____ Committee Title _____

Phone No. _____

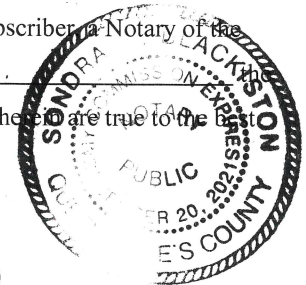
(Signature of Applicant) Sm B

STATE OF MARYLAND

This certifies, that on the 27 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Simon J. Kenyon applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sandra M. Blackiston remote



(SEAL)

(3)

Debra J Woodruff-Coppen
Name

Rock Hall MD
Residence

Length of Residence in Kent Co. _____ Committee Title _____

Phone No. _____

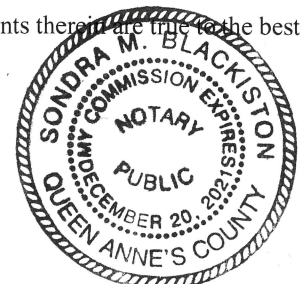
(Signature of Applicant) Sm B

STATE OF MARYLAND

This certifies, that on the 27 day of July, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Debra Woodruff - Coppen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sandra M. Blackiston remote



(SEAL)

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

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

Robert S. Resele Signature (s)

Robert S Resele Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 25th day of June, 2021,

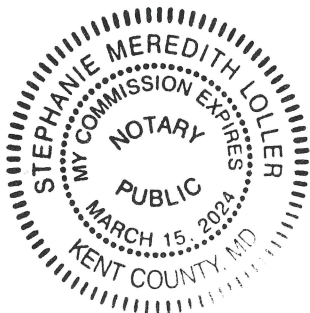
before the subscriber, a Notary of the State of Maryland, personally appeared _____

Robert S. Resele and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

[Signature]

(SEAL)



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Rock Hall Lions Club

Address P.O. Box 285 Rock Hall MD 21661

Name Debra J Wadryff-Capper Phone # 610-220-9104

(Please Print)

[Signature]
(Signature)

Date 6/21/21





Bill Mackey, Director, Planning, Housing, and Zoning
8/3/2021
County Commissioners Meeting

Item Summary:

Code Home Rule Bill 9-2021 would amend Chapter 172, Agriculture Advisory Commission (AAC), of the Code of Public Laws of Kent County, Maryland, by revising the text to change the total number of members from seven members to a range of not less than seven and no more than nine. The composition of the board is being proposed for revision, based on the high level of interest expressed by people in the community who wish to serve on the AAC.

ATTACHMENTS:

Description

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

Public Hearing Advertisement for CHR 9-2021

08.03.21 Code Home Rule 9-2021, Agriculture Advisory Commission, Public Hearing Testimony Log

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 6, 2021
Legislative Session Day

Legislative Session Day
July 6, 2021

CODE HOME RULE
BILL NO. 9-2021

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

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

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

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

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

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

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

A BILL ENTITLED CHR 9-2021 AGRICULTURE ADVISORY COMMISSION

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

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

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

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

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

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

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

July 6, 2021
Legislative Session Day

Legislative Session Day
July 6, 2021

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

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

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

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

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

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

By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/15/21



TESTIMONY LOG

PUBLIC HEARING

August 3, 2021

CODE HOME RULE 9-2021 Agriculture Advisory Commission

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____



**Michael Sanderson, Executive Director, and Wilbur Levengood,
President, Maryland Association of Counties**

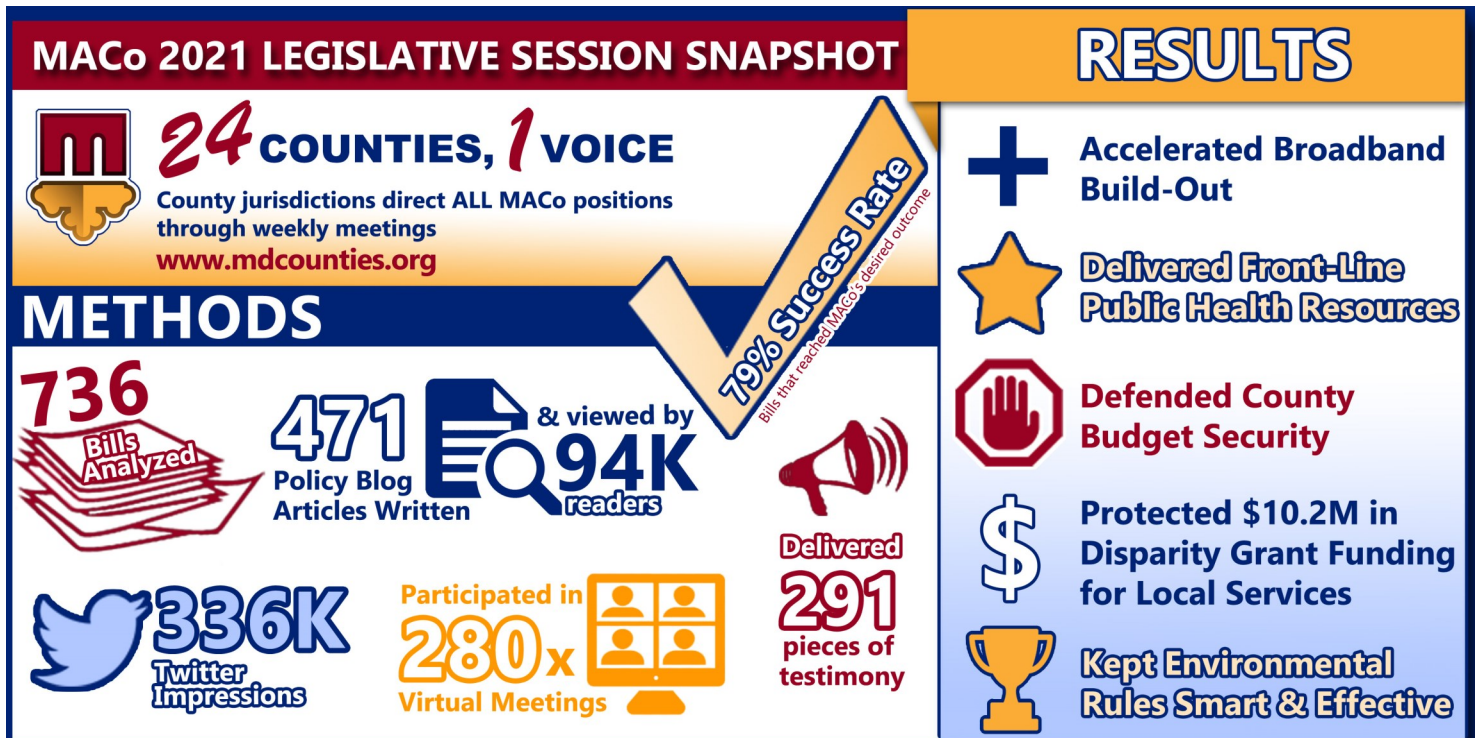
8/3/2021

County Commissioners Meeting

ATTACHMENTS:

Description

08.03.21 MACo Presentation



Introductions

Michael Sanderson, Executive Director, Maryland Association of Counties (MACo)

Wilbur Levengood, MACo President, Commissioner, Caroline County

Session 2021 Recap

Education, Public Safety, Health, Employer Issues

Fiscal, Emergency Services, Elections

Upcoming Events:

MACo Summer Conference—August 18-21, 2021



State COVID Emergency: Still on Target for Mid-August Full Phase-Out

Despite some potentially confusing wording and actions, the full phase-out of the State's declared COVID emergency remains on track for August 15.

In June, the Governor announced his intention to end the COVID emergency declaration, and cited a 45-day period for an orderly resumption of timetables and provisions related to the emergency itself.

See [coverage on Conduit Street](#):

While Marylanders are still encouraged to get vaccinated and to maintain sensible behavior, the State of Maryland has lifted its emergency declaration, and is amidst phasing out temporary provisions under the emergency.

In general, state-established provisions and deadline extensions are being eliminated along with the July 1 rescinding of the State of Emergency. Residents are advised to check directly with any State agency to determine what, if any, special provisions still are in effect and for what time period.

Last week, the State issued a nominal extension of the COVID emergency, not widely recorded through the media— through a [proclamation](#), reading, in part:

WHEREAS,	on June 15, 2021, Executive Order 21-06-15-01, Terminating Various Emergency Orders, was issued to provide a safe and controlled end of various Emergency Orders;
WHEREAS,	the spread of COVID-19 and variants in the state continues to pose an immediate threat to all Marylanders of extensive loss of life or serious disability;
WHEREAS,	the emergency conditions, state of emergency, and catastrophic health emergency continue to exist;



- WHEREAS, all levels of government in Maryland must deploy resources to protect public health and safety;
- WHEREAS, continued emergency response by the State is needed to maintain and further progress through the Maryland Strong: Roadmap for Recovery, including expanding COVID-19 testing capacity, maintaining adequate patient surge capacity, supplying sufficient personal protective equipment, and executing a robust contact-tracing operation, and continuing the deployment and administration of COVID-19 vaccines; and
- WHEREAS, to reduce the spread of COVID-19, the U.S. Centers for Disease Control and Prevention and the Maryland Department of Health recommend the use of face coverings for unvaccinated people in indoor public settings to the extent possible, continued social distancing, and avoiding large gatherings;

...so its essential provisions acknowledge the earlier decision to “teminate” various orders, but then references the need to continue certain provisions to ensure “continued emergency response.”

Following some chatter on social media the last few days, *Baltimore Sun* reporter Pamela Wood boosted [an old Sun article](#), framing the matter as confusing but effectively just the technical follow-through to the end-with-grace-period plan as originally set for July 1 through August 15:

Our takeaway: things are as they were... the full lifting of the emergency order and its multiple provisions remains on course for August 15. The phase-out period needed to ensure an orderly transition of deadlines and authorities granted under the emergency declaration required its technical extension, but that does not itself represent a change in policy or timetable for its eventual elimination.





Broadband Task Force: High-Speed Internet Is Essential For All Counties

Kevin Kinnally July 12, 2021 County News / Information Technology / NACo and Federal Issues / News You Can Use / Summer Conference

Throughout America's history, the most prosperous communities and people thrived based on their proximity to infrastructure, like rivers, railways, roads, and airports. Today, reliable, fast, and affordable high-speed internet is as fundamental as acquiring electricity in the first half of the 20th century.



A new report from the National Association of Counties (NACo) Broadband Task Force highlights significant gaps in broadband access, barriers to filling said gaps, and charts a path forward for counties to address the digital divide.

Montgomery County Council Member Craig Rice serves as co-chair of the task force, which includes nearly three dozen county government officials from across America and is focused on the challenges and opportunities facing underserved communities and the intersection of public and private sectors' efforts to deploy broadband. Its goal is to create a blueprint for governments working to bridge the digital divide.

According to a [NACo press release](#):

Recognizing the complexities of this charge, the task force focused on four primary areas of work: (1) Preparing for Broadband, (2) Barriers to Buildout, (3) Digital Divides, Digital Disparities, and (4) Future-proofing and the "Glocal" Economy. Each group was asked to make recommendations based on short-term, intermediate, and long-term goals.

At the MACo Summer Conference Tech Expo, an expert panel will discuss an expert panel will highlight current state and federal funding opportunities to expand

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broadband access, along with next steps needed to deliver high-speed internet to all Marylanders.

The “Closing the Digital Divide: Maryland Takes the Lead” session, hosted by MACo’s Information Technology Affiliate, will be held Wednesday, August 18, 2021; from 2:30 pm – 3:30 pm.

The MACo Summer Conference will be held August 18-21 at the Roland Powell Convention Center in Ocean City, Maryland. This year’s theme is “*Resilient. Responsive...Ready.*”

Learn more about [MACo’s Summer Conference](#):

- [Full Schedule Details and Attendee Registration Pricing](#)
- [Attendee Online Registration](#)
- [Exhibitor Pricing and Online Registration](#)
- [Sponsorship Brochure](#)
- [Golf Tournament Details](#)
- [Discounted Hotel Room Rates](#)
- [Conduit Street Blog Coverage](#)
- [#MACoCon on Twitter](#)
- [Questions? Contact Virginia White](#)

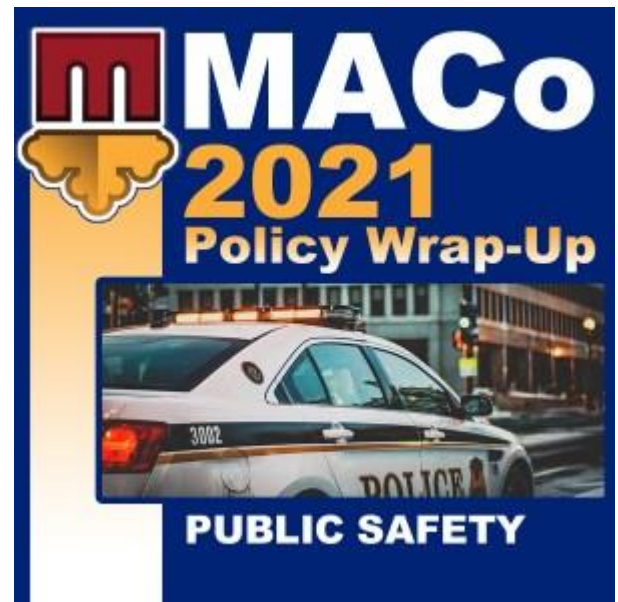


2021 End of Session Wrap-Up: Public Safety & Corrections

An overview of MACo's advocacy on public safety & corrections legislation in the 2021 General Assembly.

Counties are the primary provider of public safety services in the state. Each county is required to have an elected sheriff and some also have a county police force. Additionally, each county operates a local jail that holds inmates awaiting trial and those sentenced to 18 months or less.

This year the Maryland General Assembly conducted a legislative session unlike any other due to the enduring COVID-19 pandemic. The unique circumstances surrounding the 442nd legislative session, including necessary health and safety measures, posed a challenge for lawmakers and advocates alike. Despite the unusual circumstances, MACo's advocacy still led to more positive outcomes for its members.



For more information on Maryland's response to the COVID-19 pandemic visit MACo's [COVID-19 resource page](#).

Follow links for more coverage on [Conduit Street](#) and [MACo's Legislative Tracking Database](#).

Public Safety



MACo members voted to oppose legislation that would require every law enforcement agency to equip officers with body cameras by October of 2021. Counties felt that this timetable was too rushed for multiple reasons. The reasons that counties presented were that amount of labor and time that goes into "opening" documents for inspection under Maryland's Public Information Act, and the storage and maintenance and storage of documented footage would prove challenging. *Public Safety – Law Enforcement – Body-Worn Cameras* did not advance in the 2021 General Assembly

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following its public hearing. A more measured effort, giving until 2025 for camera implementation, was passed as part of the broader police reforms in HB 670. [Bill Information](#) | [MACo Coverage](#)



MACo supported legislation that would have updated laws regarding traffic safety technology when applied to rental vehicles. Currently, when short-term rental vehicles run a red light the rental agency is billed the ticket rather than the vehicle driver. This bill seeks to change the law so that the driver who committed the violation is billed the ticket and held accountable rather than the local business. Unfortunately, *Traffic Control Signal Monitoring Systems – Exclusion of Vehicle Rental Companies – Repeal and Notification Requirement* did not advance out of committee following its public hearing. [Bill Information](#) | [MACo Coverage](#)

Pretrial Services



MACo supported legislation that extends a grant program designed to promote locally-supported pretrial release programs, and also add the condition that continued receipt of state funding depends upon jurisdictions discontinuing practices of billion program participants. During prior-year legislative hearings, bill sponsors and committee members have expressed concern over local jails and their vendors, in some cases, charging pretrial defendants to help offset costs of their alternative arrangements. This bill proposes to merge these two related ideas – extended the beneficial state funding, but to condition access to it upon elimination of such fees. *Public Safety – Pretrial Services – Program Grant Fund – Extension and Program Requirements* passed both chambers and is awaiting the Governor's signature. [Bill Information](#) | [MACo Coverage](#)



MACo asked for amendments to a bill that would address fees for home monitoring services. MACo had supported similar legislation that had used a balanced approach to solve this problem for the more limited realm of pretrial release, whereas this bill lacked incentives for eliminating these fees. Local corrections suffer a deluge of effects, each compounding the costs of delivering their services. County budgets being strained by a variety of priorities for their residents in addition to combating the current public health crisis, creating a scarcity of financial resources. Utilizing an incentive-based approach could help to mitigate any financial issues counties may face when eliminating pretrial service fees. *Maryland Criminal Justice Debt Elimination and Prevention Act of 2021* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#) | [MACo Coverage](#)



Correctional Facilities and Services



MACo members voted to oppose legislation that limits the manner in which counties may operate their local detention facilities in regards to federal immigration detention. This bill imposes stringent limitations on local government autonomy that have significant consequences on the ability to manage local jail operations. *Correctional Services – Immigration Detention – Prohibition (Dignity Not Detention Act)* passed both chambers and awaits the Governor's signature. [Bill Information](#) | [MACo Coverage](#)



MACo members voted to oppose legislation that would have imposed untenable mandates on local correctional centers to expand beyond their intended capacity and functions to ensure proper care for inmates kept in restrictive housing. Local jails simply lack the proper facilities and staff expertise to deliver appropriate mental health care and screenings, whereas State facilities do but lack the space to treat all unwell inmates. This bill places these full expectations onto local facilities while they lack the resources to fulfill them. *Corrections – Restrictive Housing – Serious Mental Illness* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#) | [MACo Coverage](#)



MACo supported legislation that proposed a revised and realistic framework for State reimbursement for inmates sentenced by State courts to serve sentences in local detention facilities. MACo offered an amendment to set current funding levels, which is a \$45 reimbursement rate, as a statutory floor which would remedy the potential backward effect in some local facilities. This bill sets the State reimbursement at half the actual costs of inmate care and empowers the State and individual counties to reach a memorandum of understanding to establish an alternative to that default payment scheme. *Correctional Services – Payment by State - Inmate Housing Costs* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#) | [MACo Coverage](#)



MACo supported legislation that proposed to create a system to relocate State prisoners to their “home” jurisdiction’s detention facility during the days prior to their release. MACo offered amendments to grant the host facility’s governing body approval over such arrangements and their details. By relocating inmates to their “home” jurisdiction that are soon to be released there is an increased likelihood that family and familiar contacts will offer a more readily available landing for them. *Correctional Services – Inmate Release* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#) | [MACo Coverage](#)

Tenants and Landlords



MACo supported legislation with amendments that sought to prevent an unprecedented wave of tenant evictions in the wake of the COVID-19 pandemic. MACo agrees with the need to support local efforts to stem the effects of eviction moratorium with the use of appropriate federal or state funds that is incorporated into this bill. However, the implementation of these responsibilities by local Sheriffs is unwise as it may lead to a significant increase in staff time and financial commitment, at the expense of local governments, to working on eviction issues. *COVID-19 Eviction and Housing Relief Act of 2021* passed the House but did not pass the Senate prior to the end of the 2021 Legislative Session. [Bill Information](#) | [MACo Coverage](#)



MACo supported legislation with amendments that would have prohibited a landlord from using a lease or form of lease that contains a provision that prohibits, limits, or penalizes a tenant of another individual for reasonably summoning the assistance of law enforcement or emergency services. This bill would have placed a mandate on local governments, which had the potential to be costly and burdensome to local governments who are already strained due to the impact of the COVID-19 pandemic. *Real Property – Emergency Services and Nuisance Actions* did not advance in the 2021 General Assembly. [Bill Information](#)

For more information on public safety & corrections legislation tracked by MACo during the 2021 legislative session, click [here](#).

A graphic for MACo's 2021 Policy Wrap-Up. It features a blue background with a white and red stylized 'M' logo on the left. The text 'MACo' is in large white letters, '2021' is in large orange letters, and 'Policy Wrap-Up' is in white. Below this, a white box contains a word cloud of insurance-related terms in various colors and sizes, including: FREEDOM, MONEY, FINANCE, CO-PAYS, ACTUARIES, INDEMNITY, ADJUSTERS, HOME, LIABILITY, BROKER, FIRE, WORKERS COMPENSATION, ANNUITIES, GUARANTEE, PAYMENTS, CLAIMS, RESOLUTIONS, ADJUSTERS, PROTECTION, AUTO, CASUALTY, FEES, LIFE, ASSETS, BUSINESS, COMMERCIAL, INDEMNITY, HEALTH, INSURANCE, and LOVE TERM. Below the word cloud, the text 'EMPLOYEE BENEFITS' is written in large white letters on a blue background.



Labor and Employment

MACo opposed numerous pieces of legislation that would have created several new programs and employer mandates on counties due to the COVID-19 pandemic.



MACo opposed the *Labor and Employment – Employment Standards During an Emergency (Maryland Essential Workers' Protection Act)*, which as introduced would have required counties to pay additional hazard pay, implement a new program for bereavement and health leave, reimburse employee healthcare costs, and allow employees the right to refuse to work. The bill was heavily amended – strongly easing county concerns – to eliminate hazard pay provisions, ensure health leave only applies prospectively and includes verification, narrowing the scope of who/what an essential worker is, and conforming the right to refuse provision to existing language under law. The *Labor and Employment – Employment Standards During an Emergency (Maryland Essential Workers' Protection Act)* passed the General Assembly and awaits the Governor's signature. [Bill Information](#)



MACo opposed legislation that would have prohibited employers from asking standard questions of education in their job application and during the job interview process. If applied to the public sector, counties feared this law would eliminate promotion opportunities that allow local government employees a career path forward based on continued educational success. *Labor and Employment – Hiring – Education Requirements (Give Me a Chance Act)* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#) | [MACo Coverage](#)



MACo opposed legislation that would have created and implemented a Family and Medical Leave Insurance (FAMLI) Program funded through shared employee and employer contributions, providing up to 24 weeks of benefits to covered individuals. Local jurisdictions would have incurred significant costs as a result of paying half of the FAMLI contribution rate as well as incur programming costs to their payroll systems. *Labor and Employment – Family and Medical Leave Insurance Program – Establishment (Time to Care Act of 2021)* did not advance in the 2021 General Assembly following its public hearing. [Bill Information](#)



MACo supported legislation that would have provided a tool for county governments, as reimbursable employers, to delay their remittances by a year during a COVID-19 state of emergency. The legislation would have added a provision allowing quarterly billings to be paid within one year after the date on which the state of emergency was declared by the Governor due to the COVID-19 pandemic, simply giving reimbursing employers a comparable cushion as to what rate-paying employers are already allowed for COVID-related layoffs. *Unemployment Insurance – Reimbursing Employers – Deferral of Payment During a State of Emergency for COVID-19* did not advance in the 2021 General Assembly following its public hearing, however language to accomplish this goal was added to HB 908, which passed the General Assembly. [SB 790 Info](#) | [HB 908 Info](#) | [MACo Coverage](#)

Workers Compensation



MACo opposed multiple pieces of legislation that would have dramatically expanded the scope of presumption for workers' compensation claims, therefore placing significant costs on local jurisdictions. None of the workers compensation bills advanced in the 2021 General Assembly following public hearings. [HB 765 Info](#) | [HB 1199 Info](#) | [HB 1247 Info](#) | [SB 756 Info](#) | [SB 812 Info](#) | [SB 860 Info](#) | [MACo Coverage](#) | [More MACo Coverage](#)

For more on employee benefits and employee relations legislation tracked by MACo during the 2021 legislative session, click [here](#).



2021 End of Session Wrap-Up: Taxes and Revenues

The segments below provide a brief overview of MACo's work in the area of tax policy in the 2021 General Assembly.



The General Assembly routinely considers proposals to change tax structures, often seeking to stimulate economic growth, encourage beneficial activities, or attract and retain residents. These proposals often are focused exclusively on the state's tax structure, but sometimes extend to local revenues as well.

In general, MACo stands for local self-determination. Counties, led by their elected leaders who are directly accountable within the community, are in the best position to make decisions on local affairs – ranging from land use to budget priorities. MACo steadfastly guards this local autonomy, and frequently advocates against statewide solutions that mandate county compliance or otherwise override local decision-making.

This year the Maryland General Assembly conducted a legislative session unlike any other due to the enduring COVID-19 pandemic. The unique circumstances surrounding the 442nd legislative session, including necessary health and safety measures, posed a challenge for lawmakers and advocates alike. Despite the unusual circumstances, MACo's advocacy still led to more positive outcomes for its members.

Follow links for more coverage on [Conduit Street](#) and [MACo's Legislative Database](#).

Income Taxes



MACo opposed dozens of subtraction modification bills, as subtraction modifications (income tax reductions) affect the taxable income base, which flows through to county revenues. Instead, MACo advocates for state income tax credits, which provide a similar benefit to residents without unnecessarily constraining local budgets. Only one subtraction modification bill passed advanced this year, with a negligible fiscal impact on county governments.

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Visit MACo's Legislative Tracking Database for more information on subtraction modification legislation.



MACo supported legislation to provide counties with the proper tools and flexibility to levy the local income tax with greater equity and fairness. The *Local Tax Relief for Working Families Act of 2021*, which authorizes local governments to impose the county income tax on a bracket basis, passed the General Assembly and awaits the Governor's signature.

Bill Information I MACo Coverage



MACo opposed legislation that would have authorized individuals who have a permanent physical disability to deduct \$1,000 as a personal exemption under the Maryland income tax. State proposals that involve local revenue sources can be enacted as a "local option", allowing counties maximum flexibility to achieve local goals. MACo will continue to urge the General Assembly to primarily state income tax credits as the best means to incorporate local tax relief as part of a broader policy. MACo and county governments stand ready to work with state policymakers to develop flexible and optional tools to create

broad or targeted tax incentives but resist state-mandated changes that preclude local input. *Income Tax – Personal Exemption – Disabled Individuals* did not advance in the 2021 General Assembly.

Bill Information I MACo Coverage



MACo opposed legislation that would have altered the calculation of the standard deduction allowed under the Maryland income ta to include an adjustment for certain charitable contributions. State proposals that involve local revenue sources can be enacted as a "local option", allowing counties maximum flexibility to achieve local goals. MACo will continue to urge the General Assembly to primarily state income tax credits as the best means to incorporate local tax relief as part of a broader policy. MACo and county

governments stand ready to work with state policymakers to develop flexible and optional tools to create broad or targeted tax incentives but resist state-mandated changes that preclude local input. *Income Tax – Standard Deduction – Charitable Contributions* did not advance in the 2021 General Assembly.

Bill Information I MACo Coverage

Conduit Street Blog: A clearinghouse of information on issues affecting Maryland's county governments.



Property Taxes



MACo supported legislation to establish a Homeowner Protection Program to offer homeowners facing tax sale potential cost avoidance, and provide help like payment assistance, foreclosure mediation, and other services. The bill contemplates a novel approach to divert homeowners from the private tax lien process into an alternative program to minimize tax collection costs, assist with the payment of overdue taxes, and allow homeowners to remain in their homes. *Property Tax – Tax Sales – Homeowner Protection Program* passed the General Assembly and awaits the Governor's signature.

Bill Information I MACo Coverage



MACo supported legislation to require the State to rectify errors made by the State Department of Assessments and Taxation (SDAT) which resulted in thousands of low-income Marylanders paying excessive property taxes. *Property Tax – Homeowners' Property Tax Credit – Calculation and Refunds* passed the General Assembly and awaits the Governor's signature.

Bill Information I MACo Coverage



MACo opposed legislation that would have extended the longstanding three-year assessment cycle for property tax assessments to a five-year cycle. By extending the assessment cycle to five years, impacting the accuracy and equity in assessments, exaggerating the lag in property values compared to current market conditions. This would negatively impact the ability of local government to collect fair property taxes, costing local governments millions in revenue. *Property Tax Assessments – 5-Year Assessment Cycle* did not advance in the 2021 General Assembly.

Bill Information I MACo Coverage



MACo raised concerns with a bill that would have granted broad tax exemptions for rooftop community solar energy generating systems. The bill also designated certain solar energy property as a new subclass of personal property and authorized local governments to impose a lower personal property tax rate on solar energy equipment. Counties appreciated the flexibility to impose a lower personal property tax rate on solar energy equipment, as many counties are interested in promoting community solar on rooftops, brownfields, or less desirable lands as alternatives to large-scale energy generation facilities. However, MACo sought amendments to remove the mandatory tax exemption for community solar energy that would have decreased local revenues by \$3.5 million. *Property Tax – Solar Energy Systems* advanced in the Senate but died in the House.

Bill Information I MACo Coverage



MACo opposed legislation that would have opened up property tax savings under the Homestead Property Tax Credit to be “transferrable” to new homebuyers, if it is their first home in Maryland. MACo’s testimony made clear that if the tax credit were expanded to all homes transferred to new homeowners, counties could lose up to \$12.5 million from their most reliable revenue source by fiscal 2025. *Homestead Property Tax Credit – Calculation of Credit for Dwelling Purchased by First-Time Homebuyer* did not advance following its public hearing in the House Ways and Means Committee.

Bill Information I MACo Coverage



MACo opposed two pieces of legislation that would have restricted the Enterprise Zone program. These programs are designed to attract and retain businesses in areas where targeted investment for economic development is needed. Local governments believe the tax incentives offered by these programs are extremely effective and urged lawmakers to keep them intact. Neither of these bills advanced in this year’s General Assembly.

Bill Information I Bill Information I MACo Coverage I MACo Coverage



MACo supported legislation to repeal certain fees charged by SDAT for processing articles of dissolution, certificates of cancellation, and certain other documents filed by certain business entities with the Department. Because SDAT has no enforcement mechanism, particularly with entities that are nearing a point of dissolution, many such entities simply avoid filing articles of dissolution and instead force the Department to commence a lengthy forfeiture process. In the meantime, county governments expend significant time and

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resources on fruitless and administratively burdensome attempts to collect delinquent property taxes. *Corporations and Associations – Fees for Processing Articles of Dissolution, Certificates of Cancellation, and Other Documents – Repeal* passed the General Assembly and awaits the Governor's signature.

Bill Information I MACo Coverage



MACo supported legislation that authorizes local governments to grant optional property tax credits to businesses affected by a state of emergency. This allows each jurisdiction that chooses to enact the credit to tailor it to their specific community needs and gives each county broad discretion to enact the credit. *Property Tax Credit – Business Entities – State of Emergency* passed both chambers and awaits the Governor's signature.

Bill Information I MACo Coverage



MACo opposed legislation that would have significantly expanded an existing property tax exemption for disabled veterans and surviving spouses. MACo raised concerns with the carryover county fiscal effects of the legislation and generally prefers approaches that provide local autonomy to determine the best way to provide tax incentives, rather than those that mandate reductions in local revenue sources. *Property Tax Exemption – Disabled Veterans* did not advance in the 2021 General Assembly.

Bill Information I MACo Coverage

For more information on tax-related legislation tracked by MACo during the 2021 legislative session, click [here](#).



Hot off the Press: New Treasury Guidance on ARPA Funding

The US Department of the Treasury today released a revised Frequently Asked Questions document that provides clarification on eligible expenses and reporting requirements for the **Coronavirus State and Local Fiscal Recovery Fund** (Recovery Fund).

As previously reported on *Conduit Street*, the Recovery Fund, authorized under the American Rescue Plan Act, is providing \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities.



Specifically, the [revised FAQ document](#) addresses the following key items:

- **Costs of consultants:** Recovery Funds **CAN** be used to cover the costs of consultants to assist with managing and administering the funds.
- **Public jobs programs:** Recovery Funds **CAN** be used to establish public jobs programs (i.e. subsidized employment, combined education and on-the-job training, job training to accelerate rehiring or address negative economic impacts, childcare assistance, or assistance with transportation to and from a job site or interview).
- **Revenue loss and audited financial data:** If a county does not have audited data readily available when calculating its revenue loss, it is not required to obtain audited data.
- **Revenue loss and Census data:** When calculating general revenue, counties should use their own data sources and do NOT need to rely on published revenue data from the Census Bureau.
- **Revenue loss on cash basis/accrual basis:** When determining revenue loss, counties may provide data on a cash, accrual, or modified accrual basis, so long as the county is consistent in their choice of methodology throughout the covered period and until reporting is no longer required.
- **Flexibility for costs incurred by March 3, 2021:** The FAQ document states that the IFR permits funds can be used to cover costs incurred beginning on March 3, 2021. However, this limitation applies to costs incurred by a county government receiving Recovery Funds. Therefore, counties can use Recovery Funds to provide assistance to households, businesses, and individuals (within eligible categories) **PRIOR TO** March 3, 2021. For example:
 - **Public health/negative economic impact:** Counties may use Recovery Funds to provide assistance to households, such as rent, mortgage, or utility assistance, incurred by the household prior to March 3, 2021 (i.e. rental arrears from preceding months), provided that the cost of providing this assistance to households was **NOT incurred** by the county **PRIOR TO** March 3, 2021
 - **Premium pay:** Counties may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency (i.e. January 27, 2020).

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- **Revenue loss:** The calculation of lost revenue begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency (i.e. January 27, 2020) and included the 12-month period ending December 31, 2020. Use of these revenue recoupment funds for government services **MUST** be forward-looking for costs incurred by the recipient after March 3, 2021.
- **Investments in water, sewer, and broadband:** Counties may use Recovery Funds to cover costs incurred for eligible water, sewer, and broadband projects planned or started prior to March 3, 2021, provided that the project costs covered by the Recovery Fund were incurred **AFTER** March 3, 2021.
- **New CFDA number for the Recovery Fund:** Treasury has updated the Recovery Fund's CFDA number to **21.027** (it previously had the same number as the CARES Act Coronavirus Relief Fund – 21.019). If your county has already received funds or captured the initial CFDA number in your records, you should update your systems and reporting to reflect the final CFDA number for the Recovery Fund – 21.027. **Counties must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**
- **Water and sewer project eligibility:** Counties do not need approval from Treasury to determine whether an investment in water, sewer, or broadband projects is eligible under the Recovery Fund. A county should make its own determination that a project meets the eligibility criteria outlined in the IFR. However, when determining which projects to invest in, counties should familiarize themselves with other federal or state laws or regulations that may apply to construction projects independent of the Recovery Fund's funding condition and that may require pre-approval.

According to the [National Association of Counties \(NACo\)](#):

*Although Treasury has stated the agency will release additional FAQs in the coming weeks, NACo strongly suggests counties [submit comments for the record](#) in response to Treasury's Interim Final Rule on the Fiscal Recovery Fund to ensure the county voice is reflected in the public comments when it comes time to finalize the rule. **The deadline to submit comments is July 16, 2021.***

To read NACo's FAQs on the Recovery Fund, [click here](#).

To read NACo's analysis of Treasury's Interim Final Rule, [click here](#).

Visit the NACo website for more information.



“Resilient. Responsive...READY.”

Summer #MACoCon Titles Are Here

MACo's [Summer Conference](#) is scheduled for August 18-21, 2021, and will be FULLY IN PERSON at the Roland Powell Convention Center in Ocean City, MD. Registration is now open and session titles are available – the full schedule and session details will be published soon!

[Register today](#) for MACo's Summer Conference, themed “Resilient. Responsive...Ready.”

The COVID-19 pandemic has changed the world. All aspects of modern life have been affected – public health, of course, but also how we conduct business, educate our schoolchildren, and govern our communities. Some of these will return to “normal,” but some changes will be with us forever. The socio-economic impacts are still unfolding, but we can be certain – counties stood on the front lines of the pandemic and will lead the recovery. At this conference, MACo and county leaders will explore the local role in pandemic response and recovery – strategic planning, evolving service delivery, emergency communications, advancing technologies, and fiscal obstacles – all of which constitute the fabric of local leadership.

Check out the sessions being planned – full schedule and presentation details coming soon!

General Sessions:

- Welcoming Session and Keynote Presentation
- Taking Next Steps – Planning for Growth and Change
- Resilient Budgeting 101
- Lessons Learned and Ways Forward with Virtual Learning
- U.S. Senator Ben Cardin Town Hall Forum
- Governor's Closing Address

Academy for Excellence in Local Governance Core Courses:

- County Financial Management
- Consensus & Teambuilding

Tech Expo Sessions:

- Strengthening Security: Protecting Your Network from Cyberattacks
- Think Fast: Public Sector Tools for Agility and Effectiveness
- Closing the Digital Divide: Maryland Takes the Lead

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Special Sessions:

- America's Opioid Crisis: A Dialog on Maryland's Efforts and Your County's Role
- American Recovery Plan Put to Action
- Connecting Your Community: Maryland's Free Open Data Portal

Sessions Hosted by MACo's Affiliate Members:

- Are Some Pandemic Quick Fixes Here to Stay? A Longer-Term Look at Short-Term Solutions
- Police Reforms: Putting Policies into Practice
- Dollars and Sense: Budgeting in a Post-COVID World
- Eyes on the Road: Vehicles and Vision Zero
- Staffing Up Your Corrections Capacity
- Building Resiliency in Times of Crisis: Leveraging Federal and State Emergency Resources
- Shifting Strategies: Tailoring Tech Tools to Improve Public Health Outcomes
- The Why Behind DEI: The Power of Diversity, Equity, and Inclusion in the Workplace
- Reaching Troubled Kids, 2 Generations at a Time
- Hindsight is 2020...Preparing for Improved Public Health Response
- Investing in the Outdoors: How Parks Promote Public Health
- Financing Resilience: New Tools in the Toolbox
- Public Sector Apprenticeships: A New Twist on an Old Model
- Economic Development – Taking Care of Business Post Pandemic
- Health Equity – What's at Stake for Your County
- Crisis Communications: Ensuring Residents Are Ready
- New Food Future: Building a Crisis-Ready Food System
- The *Conduit Street* Podcast – LIVE!
- MACo Book Club: "Digital Body Language"

In addition to the sessions listed above, there will be numerous briefings and meetings, along with EVEN MORE educational content provided by industry experts in MACo's Solutions Showcase. You don't want to miss our 60-booth Wednesday [Tech Expo](#) or our 220-booth Thursday/Friday tradeshow and our Friday evening Crab Feast is the "can't miss" networking event of the summer.

Mark your calendar and [REGISTER TODAY!](#)



MARYLAND ASSOCIATION of COUNTIES



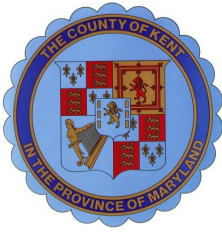
News and information for Maryland's counties

Learn more about MACo's Summer Conference:

- [Program Changes and Safety Measures](#)
- [Online Registration](#)
- [Registration Rates](#)
- [Discounted Hotel Rates](#)
- [Exhibitor Info](#)
- [Sponsor Info](#)
- [Questions? Contact Virginia White](#)

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Maryland Association of Counties (MACo): 169 Conduit Street, Annapolis, MD 21401 | <http://conduitstreet.mdcounties.org>



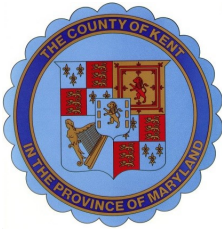
Sherise Kennard, Clerk of Court for Kent County
8/3/2021
County Commissioners Meeting

Item Summary:

Circuit Court Office

ATTACHMENTS:

Description



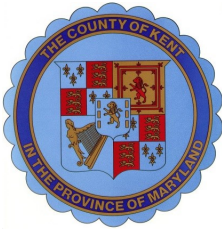
**Discussion Points from Department of Public Works
8/3/2021
County Commissioners Meeting**

Item Summary:

Carpet Replacement

ATTACHMENTS:

Description



Charles MacLeod, Clean Chesapeake Coalition
8/3/2021
County Commissioners Meeting

Item Summary:

Scope of Work Discussion

ATTACHMENTS:

Description

08.03.21 Clean Chesapeake Coalition FY2022 Scope of Work and Budget, Charles MacLeod



Update

Kent County Commissioners

August 3, 2021

FY2022 Scope of Work

FY2022 Budget

Proposed “Chesapeake National Recreation Area” national park designation for Chesapeake Bay
– coordination and consistency with local plans, environmental impacts

Conowingo Dam

New 50-year license to Exelon – FERC Order March 2021

Kent County, et al intervenors since 2013; Commissioner Fithian affidavit

Settlement Agreement implementation – coordination with MDE and DNR

distribution of funds (handout); dredging study; reopeners

Scientific fact – scouring occurs more frequently and undermines downstream efforts and expenditures; TMDL goals are unachievable without addressing the Conowingo factor.

Conowingo WIP

Revised Draft CWIP – July 2021 version (ensure dredging / sediment management)

Conwingo Sediment Charaterization and Innovative Reuse and Beneficial Use Pilot Project managed by Maryland Environmental Service (MES)

sediment charaterization report is now available and under review;
pilot dredging scheduled in Fall 2021.

Conowingo Systems, LLC (handout) – another private sector solution to the Conowingo factor

Next meeting August 19 at MACo conference – MDE and DNR Secretaries, MES Director to attend



FY2022 Scope of Work

Outline – Areas of Focus

1. Conowingo WIP and Bay TMDL

Monitor EPA Chesapeake Bay Program (CBP) activities, including decisions regarding the Conowingo watershed implementation plan (CWIP) and workings of the Conowingo WIP Steering Committee and Principals' Staff Committee within the CBP framework. Advocate for changes to Draft Conowingo WIP to include reservoir dredging and upstream sediment management and nutrient loading reductions.

Continue working to minimize additional pollution load allocations on Maryland and associated costs due to lost trapping capacity in Conowingo reservoir. Direct attention and focus upstream and on cost-effective sediment management in the lower Susquehanna River to regain trapping capacity in give the upper Bay breathing room.

Ongoing monitoring of the Conwingo Sediment Charaterization and Innovative Reuse and Beneficial Use Pilot Project managed by Maryland Environmental Service.

Coordinate with aligned stakeholders to ensure EPA CBP approval of Conowingo reservoir dredging and sediment management as a BMP eligible for water quality trading.

2. Dredge Spoils Placement and Utilization

Advocate for more federal and State coordination, evaluation and transparency regarding portions of Aberdeen Proving Ground (APG) receiving the placement of suitable dredged sediment from Conowingo reservoir (via conduit), shipping channels and marina basins for shoreline stabilization, restoration and overall planning for coastal resiliency in upper Bay.

3. Oysters as BMP to meet TMDL Goals and Economic Impact

Continue advocacy for prudent oyster fishery management and restoration of historic natural oyster bars – policy and legislative initiatives promoting Bay wide oyster cultivation (shell replenishment, seeded shell relocation and rotational harvest) for the positive local economic impacts and ecological benefits; and to meet Bay TMDL goals.

4. Inequities Among Bay Pollution Sources

Continue drawing attention to cost/benefit disparities and enforcement inequities among targeted pollution sectors in Maryland, upstream and within the Bay watershed. Steer attention and focus on the largest pollution sources and examples of ineffective and wasteful policies, programs and public funding expenditures in the name of water quality improvement and pollution reduction.



FY2022 Scope of Work

5. Conowingo Dam

Continue monitoring Federal Energy Regulatory Commission (FERC) relicensing (Docket No. P-405) post March 2021 FERC Order granting Exelon a new 50-year license, including appeals to the new license Order by other intervenors.

Coordinate with MDE, DNR and other agencies responsible for implementation and enforcement of the January 2020 Settlement Agreement between MDE and Exelon waiving Maryland's Clean Water Act Section 401 water quality certification re the new license.

Advocate for Exelon Corporation to embrace a stewardship role for Chesapeake Bay and to cooperate with Coalition counties on local initiatives and projects designed to offset adverse downstream environmental impacts attributable to the operation and maintenance of Conowingo Dam and reservoir.

6. Broaden Coalition Scope and Participation

Since inception in 2012, the Coalition's efforts and resources have been predominantly focused on Chesapeake Bay and tributary water quality issues and concerns shared by participating counties. Given the CCC's founding principles, track record and reputation, participating counties may utilize the organization for research, coordination and advocacy on common issues related to transportation, energy, solid waste management, regional economic development and a balanced human environment, and invite participation of all nine Maryland Eastern Shore counties.

7. Under Watch

Proposed "Chesapeake National Recreation Area" national park designation for Chesapeake Bay – coordination and consistency with local plans, environmental impacts

Clean Water Commerce Act of 2021 – use of BRF to acquire "environmental outcomes"

Use of federal and State stimulus and COVID-19 recovery funding for water quality improvement projects and programs with measurable and cost-effective outcomes

7/1/21

OVER →



FY2022 Budget

(July 1, 2021 – June 30, 2022)

Revenue (projected):

\$ 102,000* from six (6) member county contributions @ \$17,000

(FY2021 contributing members: Caroline, Cecil, Dorchester, Queen Anne's)

[*The number of participating counties will determine the FY budget. The FY budget and Scope of Work will be adjusted accordingly.]

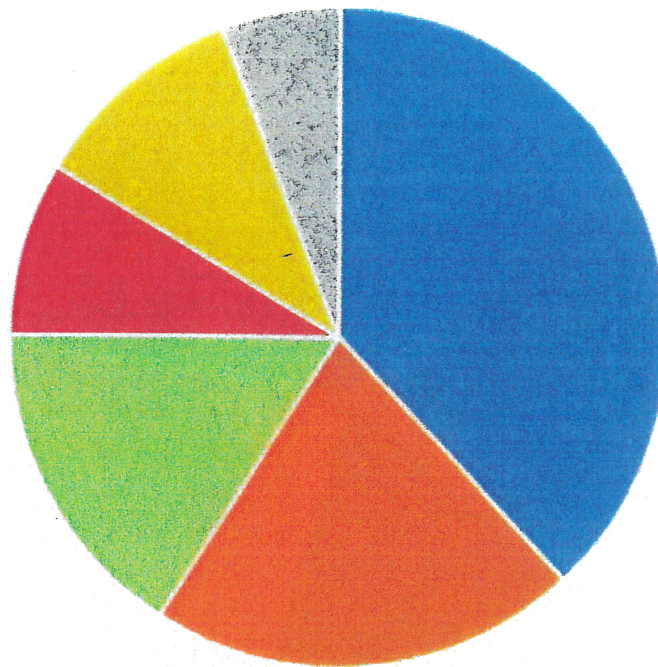
Expenses (estimated):

Legal	\$	86,000	(1)
General Counsel; Research; Coordination; Advocacy; Lobbying			
General Administration	\$	12,000	(2)
Member Services; Meetings; Media Research; Public Relations			
Communications	\$	4,000	(3)
Messaging and Content; Website Management/Maintenance			
Total	\$	102,000*	(4)

Notes:

- (1) MacLeod Law Group (MLG) serves as Coalition general counsel at discounted rates consistent with the firm's practice for services to local government entities. Detailed statements of services provide and expenses advanced, if any, are always available.
- (2) Administrative/organizational (non-legal) client services and reimbursable expenses provided by MLG estimated per prior years of Coalition operational history.
- (3) Current and prior year examples: website development; branding; exhibiting at conferences; branded content video; marketing materials, social media.
- (4) The issues and activities in which the Coalition is engaged are fluid and subject to change, so we will adapt as needed and as directed in furtherance of the Coalition's objectives.
- (5) Approved during May 26, 2021 Executive Committee meeting.

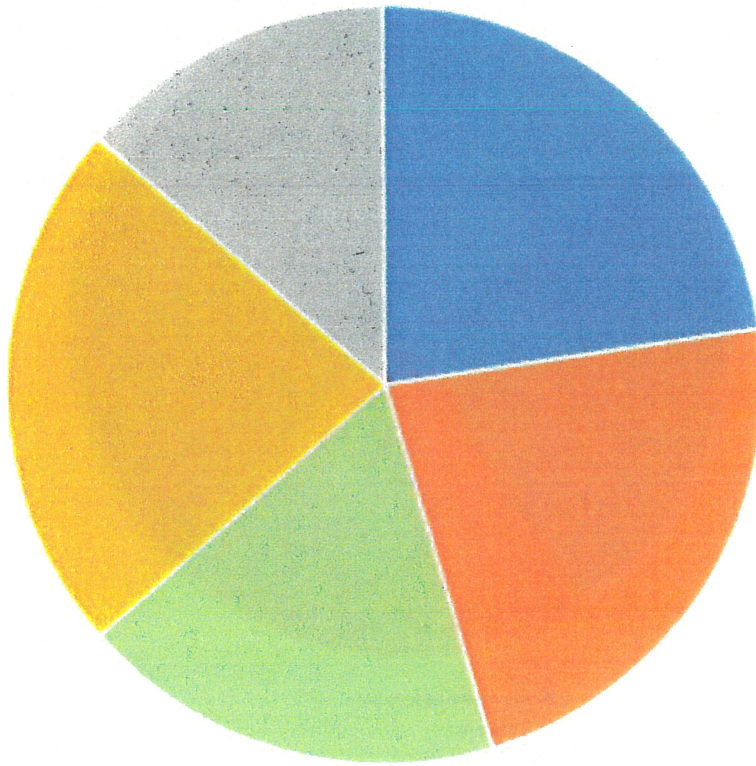
DISTRIBUTION OF FUNDS – FIRST THREE YEARS



■ Mussel Restoration
■ Resiliency
■ Water Quality
■ Eel Study
■ Scour and Dredged Sediments
■ Oversight & Reimbursement

Mussel Restoration:	\$4,500,000
Resiliency	\$2,500,000
Water Quality Projects	\$1,900,000
Scour and Dredged Materials	\$1,250,000
Eel Study	\$1,000,000
Oversight and Reimbursement	\$700,000
TOTAL	\$11,850,000

ANNUAL DISTRIBUTION OF FUNDS STARTING YEAR FOUR



■ Mussel Restoration ■ Resiliency ■ Water Quality ■ Scour ■ Oversight & Reimbursement

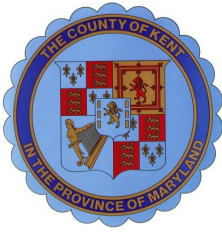
Mussel Restoration:	\$250,000
Resiliency	\$250,000
Water Quality Projects	\$200,000
Scour	\$250,000
Oversight and Reimbursement	\$150,000
TOTAL	\$1,100,000



~ An Innovative Full-Scale Solution to the Conowingo Dam Sediment Problem ~

Conowingo Systems' proposal is the only pragmatic, large-scale, quantifiable, and verifiable option for restoring the Conowingo Reservoir's sediment trapping capacity, negating the need for additional Best Management Practices to reduce 6 million pounds of nitrogen, and protecting the Bay from adverse nutrient impacts associated with moderate to extreme weather events.

-
- As initially recognized when the Chesapeake Bay TMDL was finalized in December 2010, and now reconfirmed and formalized by the draft Conowingo Watershed Implementation Plan (CWIP), the large volume of sediment accumulated behind Conowingo Dam is a significant threat to the health of the Chesapeake Bay.
 - The reason a draft CWIP has been compiled is because the sediment and nutrient trapping capacity of the Conowingo Reservoir has been exhausted, resulting in additional sediment and nutrient transport downstream that impairs water quality.
 - The Conowingo WIP is needed because there is currently no plan to remove the accumulated sediment and restore trapping capacity.
 - Conowingo Systems intends to rectify the sediment accumulation problem.
 - Conowingo Systems will remove sediment from the Reservoir behind the Dam – incrementally over time. Removed material will be disposed of, or stored for future additional treatment and possible reuse, at land-based sites currently under investigation.
 - The project will be privately financed but opportunities may exist for public-private partnerships.
 - The amount of nutrient reduction that will be assigned to a given volume of removed material (i.e., "Credit") will be determined in the near future by an Expert Panel to be convened by the Chesapeake Bay Program Partnership.
 - Credits generated will be made available for purchase by Chesapeake Bay jurisdictions or permitted entities via existing market-based exchange platforms.
 - Revenue generated from credit sales will finance subsequent phases of dredging – creating a self-sustaining process.
 - Purchase price of the credits will be competitive with the cost estimates in the draft Conowingo WIP.



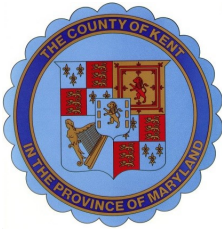
Detention Center
8/3/2021
County Commissioners Meeting

Item Summary:

Promotion of Correctional Officer

ATTACHMENTS:

Description



Patricia Merritt, Chief Finance Officer, Office of Finance
8/3/2021
County Commissioners Meeting

Item Summary:

Request for Signature

ATTACHMENTS:

Description



**Marty T. Holden, Division Chief, Environmental Operations, Public
Works
8/3/2021
County Commissioners Meeting**

Item Summary:

Purchase Order Approval

ATTACHMENTS:

Description

08.03.21 Mid-Atlantic Waste Systems, Proposal for Self-Contained Trash Compactor, NJPA Contract Number 041217-WQI, Kent County NJPA ID Number 26260, Quote-Doc Number RSSQ34886-B



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916

Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

Marty Holden

Kent County Commissioners
709 Morgnec Road
Chestertown, MD 21620

SHIP TO

Marty Holden

Kent County Commissioners
709 Morgnec Road
Chestertown, MD 21620

Quote #: RSSQ34886-B

Account: 11085

Terms: Net 30 Days

Date: 07/19/21

410-778-7448

mholden@kentgov.org

410-778-7448

mholden@kentgov.org

Sales Rep Jack Mason

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
-----	-------------	------------	-----------

NJPA CONTRACT NUMBER: 041217-WQI

KENT COUNTY NJPA ID # 26260

1.00	Model 265XP-38 Yard Self Contained Compactor; Clear Top Opening Length 40" x Width 60"; Overall Dimensions Length 299" x Width 102" x Height of 100; Weight 10,500#; Cycle 33 Seconds; Ram Force 39,800#; Penetration 7"; Standard Features: Guardian Control System; Complete UL Listed System Meets ANSI Z 245.2 Safety Standards; Multicycle Timer; Adjustable Sliding Hinge; Wastec Rated; Precision Guided Ram; Remote Power Unit - 6' With Weather over; Automatic Maintenance Scheduler; Controls in Panel Face; NEMA 4 Weather Proof Gasketed Panel; Tri-Voltage Energy Efficient - 10 HP T.E.F.C. Motor-208/230/460; Container Full Light; Low Temperature Oil 0-° F-Operation; Full Gasketed Door; 5 Year Structural Warranty; One Standard Color Paint.	\$24,722.06	\$24,722.06
1.00	3 Sided Hopper - Rear Feed	\$2,972.00	\$2,972.00
1.00	7 GA Steel with 6" Channel Around Top		
1.00	Quick Disconnects - Both Sides	\$244.00	\$244.00
1.00	Deduct for No Power Unit on 255/265X - Net Price	(\$2,825.29)	(\$2,825.29)
1.00	Full load to Chestertown, MD	\$1,250.00	\$1,250.00
1.00	Steel Surcharge Non-Contact item for Sourcewell	\$1,028.00	\$1,028.00

All built per manufacturer's standard specifications.

Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.

Price includes freight.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Approximate Delivery: 45-60 Days After Receipt of Signed Sales Order and Deposit (if applicable).

Terms: Net 30 Days

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		Subtotal	\$27,390.77
		Federal Excise Tax	\$0.00
		Sales Tax	\$0.00
		TOTAL *	\$27,390.77

*Total does not include optional items

***F.E.T will be charged on all applicable items
unless current F.E.T Exemption form is on file.***

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



TERMS AND CONDITIONS

1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

2. Price and Payment

**Payments Accepted: Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

x P. J. Thomas Mason
Customer Approval to Process Order

☒ EXEMPT ☐ NOT EXEMPT

Sales Tax Status - PLEASE INITIAL
MUST SELECT TO PROCESS ORDER

P. J. Thomas Mason
08/03/21
Date

Thank you for the opportunity to earn your business!



Mike Moulds, Director, Public Works
8/3/2021
County Commissioners Meeting

Item Summary:

Maryland Department of Transportation State Highway Administration

ATTACHMENTS:

Description

08.03.21 Letter of Agreement, By and Between Maryland Department of Transportation State Highway Administration and Kent County Weed Control Board, Control of Noxious Weeds Through August 30, 2021

July 15, 2021

Mr. P. Thomas Mason
Kent County Administrator
400 High Street
Chestertown, MD 21620

Dear Mr. Mason:

This Letter of Agreement (“**LOA**”) between the Maryland Department of Transportation State Highway Administration (“**MDOT SHA**”) and Kent County, Maryland by the Kent County Weed Control Board (“**COUNTY**”). This LOA sets forth the agreement between the parties pertaining to funding the application of herbicides to NOXIOUS WEEDS from the execution date of this LOA through August 30, 2021, or until the termination date of the supporting Memorandum of Understanding (“**MOU**”) by and between MDOT SHA and the COUNTY, whichever occurs first. The MOU is attached by reference and is available upon request.

In accordance with the MOU, MDOT SHA and the COUNTY are to set the hourly rates for MDOT SHA to reimburse the COUNTY for the application of herbicide by the COUNTY. The hourly rate to be used and to be in effect for this LOA is One Hundred and Fifty Dollars (\$150.00) per hour for a two-person crew with equipment. A one-person crew with equipment may be used for this work when approved in advance by MDOT SHA. The hourly rate to be used and to be in effect for this LOA for a one-person crew with equipment is One Hundred and Twenty Dollars (\$120.00) per hour. The total amount to be recoverable by the County from MDOT SHA for Weed Control for this LOA is not to exceed Five Thousand Three Hundred Dollars (\$5,300.00) (“**MDOT SHA FUNDING**”).

For purposes of this LOA, the maximum amounts that MDOT SHA will pay the COUNTY for Weed Control are:

The MDOT SHA Office of Environmental Design may pay a total amount for roadside invasive weed control not to exceed Three Thousand Six Hundred Dollars (\$3,600.00); and

The MDOT SHA Office of Environmental Design may pay a total amount for wetland invasive weed control not to exceed Zero Dollars (\$0.00); and

The MDOT SHA District 2, Chestertown Shop, may pay a total amount not to exceed One Thousand Seven Hundred Dollars (\$1,700.00);

However, the allocation of the amounts may vary, as directed by OED, so long as the total amount does not exceed the amount of the MDOT SHA FUNDING.

The hourly rate set forth above which MDOT SHA may pay the COUNTY shall cover the cost of labor and equipment necessary to apply herbicides. All work shall be performed in strict accordance with the provisions of the Maryland Pesticide Applicator's Law, and the manufacturer's label.

When the requirements found in MDOT SHA's The Book of Standards – Category 1 for the “Temporary Traffic Control Typical Application” mandates that a ‘Truck or Trailer-Truck Mounted Attenuator’ (Mounted Attenuator) should be utilized during Weed Control operations, advance arrangements (at least three (3) days in advance of the Weed Control operations) to obtain and deploy such a device should be made with the MDOT SHA Maintenance Shop listed herein or the Shop's MDOT SHA District Office. The funding to utilize the Mounted Attenuator is to be borne by MDOT SHA, either by the Office of Environmental Design or the District Office.

All invoices must be sent by email to WeedBoards@mdot.maryland.gov or other designated email boxes. In addition to email, paper invoices may be sent by postal mail to:

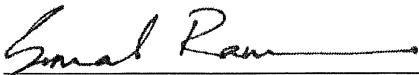
LPD Technical Resources Team
Office of Environmental Design
MDOT State Highway Administration
707 N. Calvert St. C-303
Baltimore, MD 21202

MDOT SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this LOA and to implement the provisions of the MOU.

If the terms of this LOA meet with your approval, please sign the two (2) original LOAs where indicated and return one (1) signed original of this LOA to Galina Bocharov, Agreements Coordinator, Office of Procurement & Contract Management, Maryland Department of Transportation State Highway Administration, 707 North Calvert Street, Mailstop C-405, Baltimore, MD 21202. The other signed LOA is to be retained by the COUNTY for its use and information.

Additionally, a scanned copy of the signed LOA must be emailed to Galina Bocharov at GBocharov@mdot.maryland.gov and to WeedBoards@mdot.maryland.gov.

Sincerely,



Sonal Ram, P.E., Director
Office of Environmental Design

07.15.2021

Date

KENT COUNTY CONCURRENCE:

By: P. Thomas Mason 08/03/21
Kent County Weed Control Board Date

Verification that LOA is consistent with MOU:

Agreements Coordinator Date
MDOT State Highway Administration



Mike Moulds, Director, Public Works
8/3/2021
County Commissioners Meeting

Item Summary:

Maryland Department of Agriculture FY2022 Cooperative Weed Control Agreement

ATTACHMENTS:

Description

08.03.21 State of Maryland Department of Agriculture, Cooperative Agreement Between the Maryland Department of Agriculture and Kent County, For the Control and Eradication of Noxious Weeds

STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE

COOPERATIVE AGREEMENT BETWEEN THE
MARYLAND DEPARTMENT OF AGRICULTURE AND
KENT COUNTY

FOR THE CONTROL AND ERADICATION OF NOXIOUS WEEDS
(JOHNSONGRASS, SHATTERCANE, THISTLES AND MULTIFLORA ROSE
and other INVASIVE WEEDS)
Authority: Agriculture Article, Title 9-402

This COOPERATIVE AGREEMENT, dated this ____ day of _____, 2021, is between the Maryland Department of Agriculture (“Department”) and Kent County (“County”) for the purpose of effecting a program for the control and eradication of invasive and designated weed species in Kent County, Maryland (the “Program”).

1. The County agrees to the following:

- A. The County may appoint a Weed Advisory Committee to assist the Department in developing and implementing a Noxious Weed Control Program.
- B. Upon consultation with the Department, the County may employ a Weed Control Coordinator who, in conducting the Program, shall cooperate with the Department and implement the Program consistent with the Department’s goals, following the technical advice offered by the Department.
- C. The County shall use revenue received from all sources, including stakeholders, to operate the Program with any unexpended funds retained for future Program operating expenses.

2. The Department agrees to the following:

- A. To provide the County with technical advice for implementing the Program during the period July 1, 2021 through June 30, 2022.
- B. To otherwise assist the County in fulfilling the requirements of Agriculture Article, Title 9, Maryland Annotated Code.

3. This agreement may be terminated by either party with 30 day’s written notice.

4. The Department’s monitor of this COOPERATIVE AGREEMENT is:

Name: Lane Heimer
Title: Administrator
Address: 50 Harry S Truman Parkway
Annapolis, MD 21401
Phone: (410) 841-5920

The monitor shall be personally familiar with the progress of this COOPERATIVE AGREEMENT and shall have the first opportunity to resolve a dispute.

5. The County certifies that it prohibits and will continue to prohibit discrimination on the basis of:

- (a) Political or religious opinion or affiliation, marital status, race, color, creed, or national origin;
- (b) Sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) The physical or mental handicap of a qualified handicapped individual.

6. The County warrants that it shall comply with the State's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this agreement.

ATTEST:

KENT COUNTY

DEPARTMENT OF AGRICULTURE

By: P. J. Thomas Mason

By: _____
Julianne A. Oberg
Deputy Secretary

President
Title

Date

08/03/21
Date

This form has been approved
for legal form and sufficiency
by the Office of the Attorney General,
Maryland Department of Agriculture.



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor

Boyd K. Rutherford, Lt. Governor

Joseph Bartenfelder, Secretary

Julianne A. Oberg, Deputy Secretary

*Plant Protection and
Weed Management*

The Wayne A. Cawley, Jr. Building

50 Harry S. Truman Parkway

Annapolis, Maryland 21401

www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5920 Baltimore/Washington

410.841.5835 Fax

800.492.5590 Toll Free

May 4, 2021

Shelley L. Heller
Kent County Administrator
400 High Street
Chestertown, MD 21620

Dear Ms. Heller:

Enclosed please find two originals of a Cooperative Agreement between the Maryland Department of Agriculture and Kent County that provides for cooperation in the control and eradication of noxious and certain invasive weeds for the period July 1, 2021 through June 30, 2022.

Please review, sign and return both originals for signature by the Department to the above address attention **Lane Heimer**. A fully executed original agreement will be returned for your files.

Your continued support of and cooperation with the Department in this program are greatly appreciated.

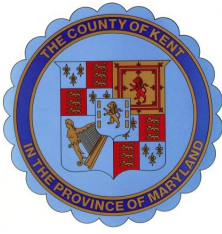
Sincerely,

Julianne A. Oberg
Deputy Secretary

JAO:mes
Enclosures

County Commissioners
Office

Date 5-6-21



Mike Moulds, Director, Public Works
8/3/2021
County Commissioners Meeting

Item Summary:

Fleet Management Leases

ATTACHMENTS:

Description



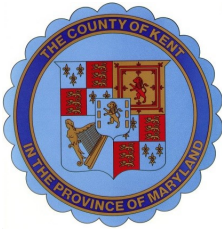
**Parcel 240, Kelleys Park Road, Rock Hall, MD
8/3/2021
County Commissioners Meeting**

Item Summary:

Settlement Documents

ATTACHMENTS:

Description



Kent County Department of Social Services Advisory Board
8/3/2021
County Commissioners Meeting

Item Summary:

Social Services Advisory Board Appointment

ATTACHMENTS:

Description



April Bitter, Project Manager, Information Technology
8/3/2021
County Commissioners Meeting

Item Summary:

Broadband Infrastructure Contract

ATTACHMENTS:

Description

07.20.21 Broadband Infrastructure Contract, Talkie Communications

1

F. "Effective Date" means the date that this Contract has been approved and executed by the County.

CONTRACT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Contract, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the County and Talkie agree as follows:

1) Contract Terms and Conditions

- a) Contract terms and conditions that are not addressed in the Contract are included in Exhibit B, Master Service Agreement. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Contract.

2) Funding.

- a) In consideration of the various obligations to be undertaken by Talkie pursuant to this Contract, the County agrees to provide Talkie with funds not-to-exceed the following for each Project (the "Funds"):

1. The Colonel Leonard Project - ~~\$96,763.00~~; **\$96,723.00** *add PTM*
2. The Dudley Chance Project - \$240,000.00;
3. The Morgnec A Project - \$240,000.00;
4. The Handy Point Project - \$91,507.00;
5. The Morgnec B Project - \$240,000.00;
6. The Morgnec South Project - \$134,517.00;
7. The Newtown Project - \$139,804.00;
8. The Porters Grove Project - \$133,506.00; and
9. The Rileys Mills Project - \$66,813.00.

The Projects are described in Exhibit A hereto (the "Project Area Maps and Descriptions - Confidential").

- b) Talkie agrees to use the funds only for the approved Projects. Talkie agrees that it will use the funds and provide General Contracting services to construct the Project in accordance with the provisions of this Contract.
- b) Talkie agrees to make available to Kent County twelve (12) strands of fiber. See Master Service Contract and Individual Right of Use (IRU) Order Forms attached hereto as Exhibits B and C, respectively.



Bill Mackey, Director, Planning, Housing, and Zoning
8/3/2021
County Commissioners Meeting

Item Summary:

Critical Area Commission Grant

ATTACHMENTS:

Description

07.20.21 State of Maryland Department of Natural Resources Critical Area Commission for the Chesapeake and Atlantic Coastal Bays Grant In Aid Program, Grant Agreement PO No. K00P26000034

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM

GRANT AGREEMENT PO#: K00P2600034

THIS GRANT AGREEMENT, entered into this **1st** day of **July 2021**,
by and between

STATE OF MARYLAND
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
Hereinafter ("Critical Area Commission"),

And

Kent County, MD

Hereinafter ("Grantee")

WHEREAS, funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2022**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, MD.CODE ANN., Natural Resources II, §8-1801 et seq., (2012 Repl. Vol. as amended) ("the Act"); and

WHEREAS, the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 et seq. ("Criteria"); and

WHEREAS, the Grantee has notified the Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2022 (July 1, 2021- June 30, 2022) in the amount of Six Thousand Dollars (\$6,000).**

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, for the Commission's review and approval. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in MD Code, Natural Resource II 8-1808 (c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Commission and shall expire June 30, 2022. This agreement may be amended only with the written approval of the Commission.
4. The Commission shall reimburse the Grantee for expenses authorized under the grant upon the Grantee's submission of **two (2) Progress status reports and one (1) invoice**. (Refer to pages 1-3), Article V of Appendix A – FY22 "Scope of Work and Funding Guide Local Governments" for minimum requirements.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached Scope of Work is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. The attachments: Appendix A – FY22 "Scope of Work and Funding Guide for Local Governments and Scope Outline" and Appendix B - "Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)" are hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the aforementioned Appendix B - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by Department of Natural Resources, Critical Area Commission, will bear

the following statement on the cover or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
 - i. Data and products collected, manipulated, or directly purchased, as part of the Grant shall become the property of CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC's use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this agreement utilizing funds administered by CAC through Match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.
- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables will be submitted directly to the Grant Administrator at the Commission. **Two (2) Progress status reports and One (1) Invoice at the end of the project** shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract.

First Project Status Report is due to Commission on January 15, 2022 for work completed on the project between July 1, 2021 through December 31, 2021. No request for payment should be submitted to Commission with the first Status Report.

The Final Invoice is due to the Commission on May 15, 2022.

The Second and Final Project Status Report is due to the Commission on July 15, 2022 for work completed on the project between the periods of January 1, 2022 and June 30, 2022. Both Reports and Invoice should be emailed to: cacgrants.dnr@maryland.gov

<u>Due Dates</u>	<u>Reporting Time Frame</u>
January 15, 2022	1st Progress Report Work completed July 1, 2021-December 31, 2021
May 15, 2022	Final Invoice Due
July 15, 2022	2nd/Final Report Due Work completed January 1, 2022 – June 30, 2022

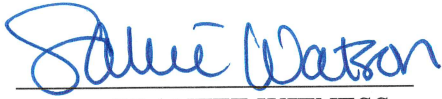
10. The Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Commission determine that Grant funds have been expended for activities outside of the

Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

11. Electronic Signatures -This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee for: (Grantee Name)


GRANTEE WITNESS


GRANTEE


PRINT NAME & TITLE

Signatory for the Commission:

COMMISSION WITNESS

Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

DNR WITNESS

Scharrence Richardson
Procurement Officer
Department of Natural Resources

Approved as to form and legal sufficiency

Rachel L. Eisenhauer
Assistant Attorney General
Department of Natural Resources

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

**Questions or inquiries about the agreement for funding should be directed to the
Grant Administrator: cacgrants.dnr@maryland.gov**

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the billing period, the name of signing authority who will be responsible for

verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary forms, expense accounts, time sheets or any other support documents provided to the Commission.**

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

Category

Backup Documentation Needed

Salaries

Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.

Communication

Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.

Travel

Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.

Supplies/Equipment

Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.

Contractual Services

Copies of bills or invoices **with** receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

<u>Category</u>	<u>Description</u>
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement. TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses. VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u>

be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a “contractual agreement” is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice.**

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under “PERSONNEL AND BENEFITS,” and not as a contractor under “CONSULTANTS/ LEGAL.”

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:

Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2022 shall be from July 1, 2021 through June 30, 2022.** Unless there is a "No-Cost Extension" granted by the Commission, **all unspent monies will revert back to the Commission by June 30th of each year.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2022. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates

January 15, 2022

Reporting Time Frame

**Progress Status Report for Work completed
July 1, 2021 – December 31, 2021 (No Invoice)**

May 15, 2022

Final Invoice Due

July 15, 2022

**Final Status Report Due for work
completed January 1, 2022 – June 30, 2022**

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2022.**

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation.

XII. WORK PRODUCTS

1. **Two (2) Status reports and One (1) Invoice are required**, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

APPENDIX B

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR **CRITICAL AREA COMMISSION FOR THE CHESAPEAKE** **AND ATLANTIC COASTAL BAYS** **GRANT-IN-AID PROGRAM** **(REV. 04/16)**

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant-In-Aid Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

A. “Basic Agreement” means the executed document to which the general conditions contained herein are appended or incorporated.

B. "Agreement" means the agreement between the Department and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.

C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.

D. "Grantee" means the State agency, political subdivision or government entity obligated to perform services for the Department under this Agreement.

E. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable

causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright,

trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency

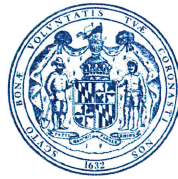
By: Rachel L. Eisenhauser

Office of the Attorney General

Department of Natural Resources

April 2021

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

July 16, 2021

Stephanie Jones
Kent Co. Dept. of Planning, Housing & Zoning
400 High Street
Chestertown, MD 21620

RE: INCREASED FUNDING FOR FY 2022 Critical Area Local Grant Program

Dear Stephanie Jones,

The Critical Area Commission is pleased to inform you that the funding amount for your FY 2022 Local Area grant has been increased from \$4,000 to **\$6,000**.

We ask that you help us expedite processing this request by submitting your proposed Scope of Work as soon as possible; if you have not done so already. The Timeline and Funding Guide are enclosed for your use in preparing the Scope of Work. Tasks and deliverables included in your Scope of Work need to be consistent with those identified in this Guide and your Annual Report should be included as deliverables. A detailed budget must be included.

Please also refer to the Funding Guide for formatting purposes. We ask that you identify all tasks in the Scope of Work and state whether there will be activity or not. If you find that you have an activity that does not fit within one of the eleven tasks, please contact me to discuss possible options. Following the guidelines will enable us to review submissions efficiently.

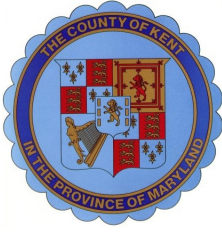
Proposed Scopes of Work and budget are due to the Commission office as soon as possible. Please update the enclosed contact information form if your jurisdiction's information and/or contact person has changed. All grant related documents should be emailed to the Grant Administrator's attention at: cacgrants.dnr@maryland.gov

If you have questions please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Irene Lamb".

Irene Lamb
CAC Grant Administrator



Sallie Watson, Deputy Clerk II
8/3/2021
County Commissioners Meeting

Item Summary:

Alcoholic Beverage License Issued

ATTACHMENTS:

Description

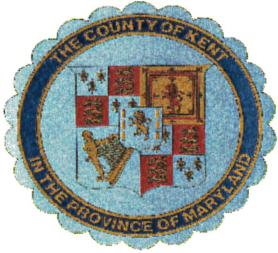
07.16.21 Watershed on High

4723 Watershed Restaurant

MEMORANDUM

TO: THE BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY
FROM: SALLIE WATSON, DEPUTY CLERK II
SUBJECT: LICENSE UPDATE
DATE: 07/16/21
CC: SHELLEY L. HELLER, COUNTY ADMINISTRATOR
THOMAS N. YEAGER, COUNTY ATTORNEY

At the May 25, 2021, Commissioners' meeting, the Commissioners approved a Class B, Beer, Wine, and Liquor License with Caterer's Privilege to Watershed on High, LLC, contingent upon receiving the Kent County Health Department Food Service License. On July 15, 2021, the applicants obtained their Food Service Facility License and on July 16, 2021, License #4723 was issued.



No 4723

STATE OF MARYLAND
ALCOHOLIC BEVERAGE LICENSE
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

CLASS A

Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Wine _____
BWL-Tasting _____
Beer, Wine, Liquor _____
Beer and Wine _____
Beer _____
Wine _____

CLASS B

Beer, Wine, Liquor X _____
Beer and Wine _____
Beer _____
Bed and Breakfast (BWL) _____
Country Inn (BWL) _____
Brewery (B) _____
Wine Shop and Lounge (W) _____
Caterer's Privilege X _____
Other _____

CLASS C

Beer, Wine, Liquor _____

CLASS D

Beer, Wine, Liquor _____

Beer _____

Brewery (B) _____

SPECIAL CLASS C

_____ Beer

_____ Beer and Wine

_____ Beer, Wine, Liquor

Effective Date(s): _____

Cost: _____

This is to certify that: Rodney Scruggs, Member
Lisa Scruggs, Member
Anne Kelso, Member

Corporate name: Watershed on High, LLC

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated:

T/A: Watershed RestaurantLocated: 337 High Street
Chestertown, MD 21620

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

This license continues in force, unless revoked or suspended, until the last day of the month

April 2022

Cost of license \$1,750.00Registration no. 18645732Issued the 16th day of July, 2021

Prorated 10 months: \$175.00 per month

Kent County Chief Finance Officer

A license holder shall frame the license under glass and display the license conspicuously in the licensed premises.

Revised 01/20



Sondra M. Blackiston, Clerk/KATE Manager
8/3/2021
County Commissioners Meeting

Item Summary:

Liquor License Modification

ATTACHMENTS:

Description

08.03.21 Memo Board of License Commissioners Request to Replace Member, Haven Harbour Marina

Memo

To: Commissioners Mason, Fithian, and Jacob

From: Sondra M. Blackiston, Clerk/KATE Manager

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
Brandon L. McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Date: August 4, 2021

Re: Haven Harbour Marina, LLC trading as Haven Harbour Marina
License No. 4677 Modification Request

A license modification application was received by James Brawner, CEO and Chairman of Brawner Company, Inc. accompanied by a written request. Mr. Brawner wishes to make the following member changes to Haven Harbour Marina, LLC:

Remove Dorothy Wetmore and add Sarah Ulrick. The application is in proper order and the new member meets the requirements to be added to the license.

Staff recommends the Board of License Commissioners accept the removal of Dorothy Wetmore and addition of Sarah Ulrich to License No. 4677.



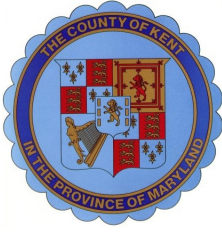
Kent County Department of Social Services Advisory Board
8/3/2021
County Commissioners Meeting

Item Summary:

Thank You Letter

ATTACHMENTS:

Description



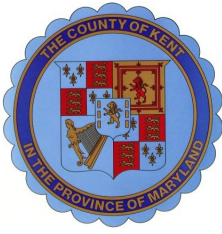
Bill Mackey, Director, Planning, Housing, and Zoning
8/3/2021
County Commissioners Meeting

Item Summary:

The Agriculture Advisory Commission (AAC) is currently composed of seven members. The expiration date for each position is posted on the Kent County Planning Commission webpage, so all members of the public in the community are aware of upcoming openings and may apply to fill position vacancies, as they occur. This item is for a new appointment and re-appointments.

ATTACHMENTS:

Description



Procedures for Public Comment 8/3/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

08.03.21 Public Comment Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS
SIGN IN SHEET
August 3, 2021**

NAME (please print)	ADDRESS	Topic
Capt. Robert Newberry	Crumpton, MD.	Clean Ches. Coal. Σ



**Craig Kuhn, Program Manager FPM, Office of Plant Industries and
Pest Management, Maryland Department of Agriculture**

8/3/2021

County Commissioners Meeting

Item Summary:

2020 Gypsy Moth Survey Report

ATTACHMENTS:

Description

07.15.21 Craig Kuhn, Program Manager FPM, Office of Plant Industries and Pest Management, Maryland Department of Agriculture, 2020 Gypsy Moth Survey Report for Kent County



**Maryland
Department of Agriculture**

Office of Plant Industries and Pest Management

Larry Hogan, Governor

Boyd K. Rutherford, Lt. Governor

Joseph Bartenfelder, Secretary

Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building

50 Harry S. Truman Parkway

Annapolis, Maryland 21401

www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5922 Baltimore/Washington

410.841.5835 Fax

800.492.5590 Toll Free

OFFICE OF PLANT INDUSTRIES AND PEST MANAGEMENT

Forest Pest Management

Northeast Regional Office

July 15, 2021

Mr. Thomas P. Mason, President
Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Mr. Mason:

We have attached our 2020 Gypsy Moth Survey Report for Kent County. Results of our fall and winter surveys showed low gypsy moth populations in most of Maryland. Our past suppression treatments, along with outbreaks of the fungus *Entomophaga maimaiga*, have kept down the gypsy moth population throughout much of the state including Kent County. Although a small spraying program (531 acres) was needed on the lower eastern shore this year, and gypsy moth populations have increased in western Maryland, we are happy to report that no areas in Kent County would require aerial spraying treatment in 2021.

In addition to gypsy moth, MDA FPM also surveys for several other threats to the forests of Kent County. Surveys in Kent were negative for the Southern Pine Beetle, walnut twig beetle and for *Sirex noctilio* (an invasive wood wasp). The emerald ash borer is currently found throughout the state and is actively killing ash trees.

You can call us at 410-879-8034 or email us at northeastfpm@gmail.com if you have any further questions.

Thank you for your cooperation.

Sincerely,

Craig Kuhn

Program Manager FPM



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor

Boyd K. Rutherford, Lt. Governor

Joseph Bartenfelder, Secretary

Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building

50 Harry S. Truman Parkway

Annapolis, Maryland 21401

www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5922 Baltimore/Washington

410.841.5835 Fax

800.492.5590 Toll Free

2020 GYPSY MOTH EGG MASS SURVEY REPORT KENT COUNTY

Introduction

Since 1982, the U.S. Forest Service, the Maryland Department of Agriculture (MDA) and individual county governments have joined to conduct an integrated pest management (IPM) program to suppress injurious gypsy moth populations on priority forest and shade trees at selected sites on private and public land (see enclosed treatment site selection criteria). The MDA supervised Cooperative Gypsy Moth Suppression Program requires that extensive amounts of accurate pest population data be collected annually. The primary method of data collection is through annual egg mass surveys conducted in the fall at established permanent points. The purpose of these surveys is to determine gypsy moth population densities and trends, to evaluate treatment areas, if any, and to assess the potential for defoliation and the need for treatment in the coming year.

MDA Forest Pest Management (FPM) staff has been conducting gypsy moth egg mass surveys in Kent County on a countywide basis since the early 1980s. We frequently review and update our survey areas to include newly developed woodlands with a high percentage of susceptible tree species, especially oak.

Results from this year

Between August 2020 and March 2021, FPM staff conducted over 8,347 gypsy moth egg mass surveys throughout the state. Due to the lack of county participation, only 10 gypsy moth egg mass surveys in three separate areas were conducted in the fall/winter 2020 season by FPM staff in Kent County. Most of these surveys were done on state lands. A total of only 808 acres was directly assessed by our surveys. None of these areas was found to have populations averaging above 250 egg masses per acre. This small sampling indicates that gypsy moth populations are probably still generally low in Kent County. The higher the egg masses per acre count, the greater the likelihood of defoliation. A map showing the location of survey areas with population levels color-coded is enclosed.

Discussion

Through the gypsy moth egg mass surveys, no potentially damaging populations were found in Kent County. When such infestation levels do occur, alternatives are considered area by area, including suppression with aerial application of insecticide. MDA has not proposed any treatments in Kent County for 2021. Any proposed suppression activities are done in cooperation with the county government. An estimate of costs is sent to the county government and all landowners directly affected are notified by first class mail well in advance of proceeding with any treatment. Public meetings are arranged where details of the proposed treatment plans for that specific locale are presented.

Gypsy moth populations are currently low throughout much of Maryland. **MDA has not proposed any treatments in Kent for 2021; however, there were 531 acres treated in Wicomico and Worcester Counties this spring.** It only takes a season or two of favorable conditions for potentially defoliating levels to return. Therefore, it is important to monitor the populations on a yearly basis in order to recognize changes, and make timely and appropriate recommendations to land owners and managers. If favorable conditions exist this spring, some population increase may be expected.

Summary

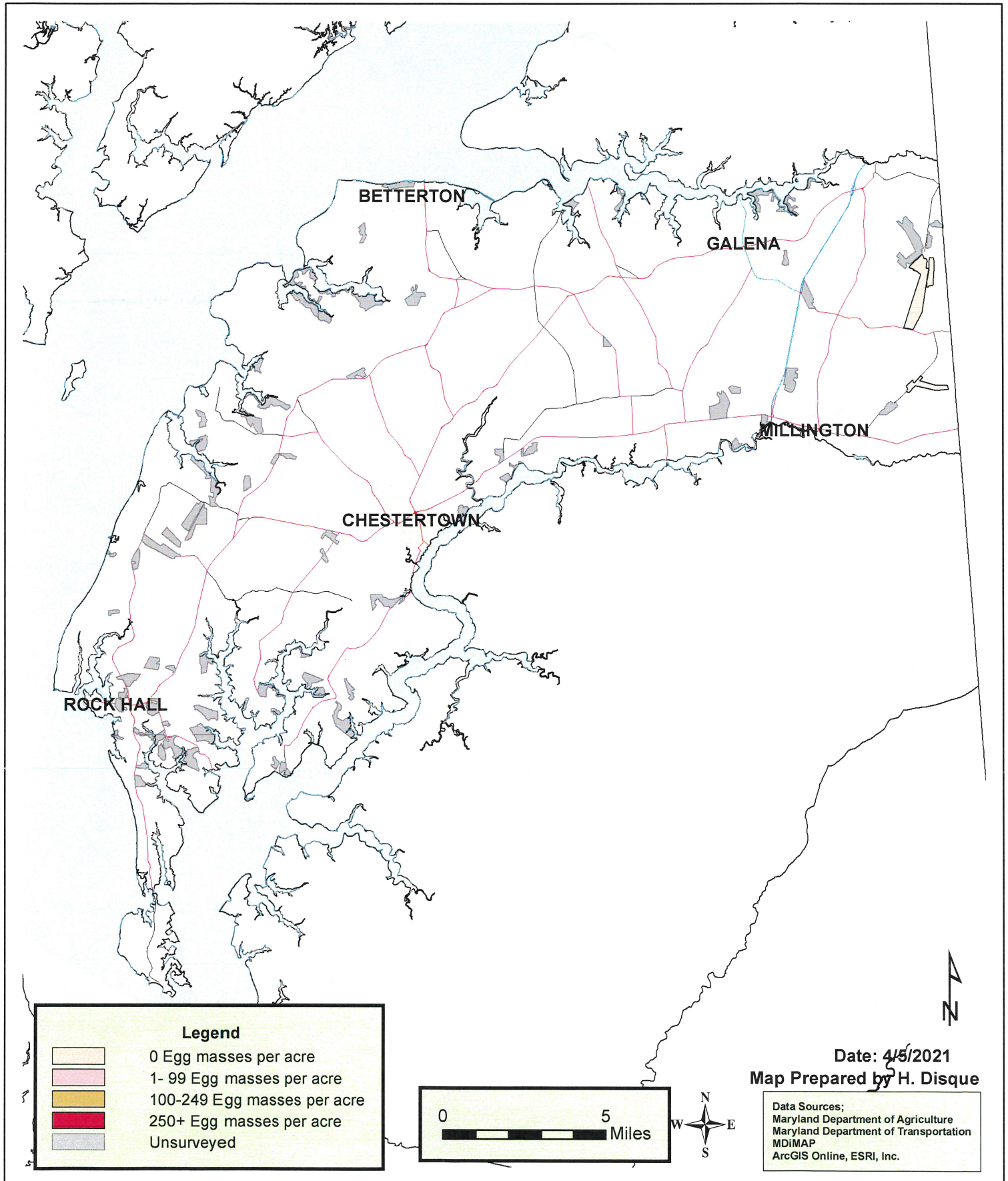
The Maryland Department of Agriculture has been monitoring gypsy moth populations in Kent County regularly since the early 1980s by conducting egg mass surveys on a yearly basis. There were not enough surveys conducted in the fall/winter of 2020-21 to properly assess infestation levels, but no potentially defoliating gypsy moth populations are expected in 2021. No treatment was proposed in Kent County for 2021. Gypsy moth populations are generally low throughout the state. **Continued population assessments are important to find potential problems early before they cause significant damage and are easier to control.**

If you have any questions, comments, or reports regarding gypsy moths or other forest pests, please do not hesitate to contact us. Alternatively, you may visit our website at http://mda.maryland.gov/plants-pests/Pages/forest_pest_management.aspx.

MD Dept. of Agriculture
Northeast Region FPM
3525 Conowingo Rd., Suite 400
Street, MD 21154
northeastfpm@gmail.com
410-879-8034

Attachments: 1 – 2020 Gypsy Moth Egg Mass Survey Results Map

Maryland Department of Agriculture
Forest Pest Management
2020-2021 Gypsy Moth Egg Mass Surveys
Kent County, Maryland





Susan O'Neill, Executive Director, Upper Shore Regional Council
8/3/2021
County Commissioners Meeting

Item Summary:

FY2022 Operating Budget Invoice

ATTACHMENTS:

Description

08.03.21 Susan O'Neill, Executive Director, Upper Shore Regional Council, FY2022 Operating Budget Invoice

Executive Board

Chris Corchiarino
Chair
Queen Anne's County
Commissioner

Tom Mason
1st Vice Chair
Kent County
Commissioner

Jackie Gregory
2nd Vice Chair
Cecil County
Councilwoman

Jack Wilson
3rd Vice Chair
Queen Anne's County
Commissioner

Ron Fithian
Secretary
Kent County
Commissioner

Bob Meffley
Treasurer
Cecil County
Councilman

Stephen S. Hershey
Senator, District 36
Maryland General
Assembly

Susan O'Neill
Executive Director
soneill@kentgov.org

July 21, 2021

The Honorable Tom Mason
President, Kent County Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioner Mason:

The Upper Shore Regional Council is grateful for your continued support as we move forward into the fiscal year of 2022.

During FY2021, USRC was delighted to assist the Kent County Transportation Task Force in developing strategies to enhance transportation issues, as well as monetary support for registration for both Datastory and the Emsi databases for the Office of Economic Development. We are also appreciative of our partnership with the OED in the community outreach for our small business marketing grants.

In FY2022, the USRC will continue to create opportunities to enhance business development and retention in the Upper Shore Region and embark on priority projects, enhancing the quality of life for the Upper Shore residents.

Please find attached an invoice for Kent County's contribution to the USRC's operating budget for FY2022 in the amount of \$12,000.

Respectfully,



Susan O'Neill
Executive Director

Cc: Shelley Heller, Director of Administration
Chris Corchiarino, Chair

County Commissioners
Office

Date 7-26-21 *LL*



DATE: July 21, 2021
INVOICE # 2021-02
FOR: *FY2022 County
Contribution*

Bill To:

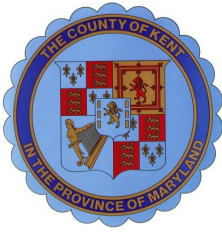
Tom Mason
Kent County
400 High St.
Chestertown, MD 21620
(410) 778-4600

DESCRIPTION	AMOUNT
FY2022 County Contribution	\$ 12,000.00
TOTAL	\$ 12,000.00

Make all checks payable to

If you have any questions please feel free to contact Susan O'Neill, Executive Director
soneill@kentgov.org 410-810-2124

THANK YOU FOR YOUR SUPPORT!



Contingency and Use of Fund Balance Report 8/3/2021 County Commissioners Meeting

ATTACHMENTS:

Description

7-6-2021 Commissioner Report Contingency

[illegible]



Bill Mackey, Director, Planning, Housing, and Zoning
8/3/2021
County Commissioners Meeting

Item Summary:

Legal

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

ATTACHMENTS:

Description