

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

July 11, 2023

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

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

Consent Items

#1 - Regular Session Minutes, June 27, 2023

#2 - Liquor Minutes, June 27, 2023

#3 - Chestertown Christian Academy, Raffle Only, August 1, 2023

#4 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, Grant No. CV-1-7

#5 - Bill Mackey, Director, Planning, Housing and Zoning

Maryland Community Development Block Grant Semi-Annual Report for Housing Counseling Grant MD-22-CD-1

#6 - Mike Moulds, Director, Public Works

Environmental Operations Division

Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees

Special Class C Licenses

Rock Hall Lions Club, Beer, Wine, and Liquor, August 12, 2023

Rock Hall Lions Club

Operation Enduring Warrior Kent County, Beer, Wine and Liquor, July 29, 2023

Operation Enduring Warrior Kent County

Appointments

Deborah Hudson Vornbrock, Executive Director and Rick Lincicome, Chairman of the Board, Martin's House and Barn

Services Offered

Bryan DiGregory, State's Attorney, States Attorney Office

Comprehensive Recidivism Reduction Project Grant Award

Kent Alcohol and Tobacco Enforcement KATE

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

License Update

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance

Update for Waiver of Property Taxes Requested

Patricia Merritt, Chief Finance Officer, Office of Finance

FY2023 Financial Statements - As Of March 31st

Public Works Director

Building Maintenance

Janitorial Memorandum of Understanding Renewal and Change Order

Water and Wastewater Division

Sewer Allocation Request

Water and Wastewater Division

Town of Galena Operations Agreement Renewal

Water and Wastewater Division

Town of Rock Hall Wastewater Treatment Agreement Extension

County Attorney

Lance Young, Esquire. MacLeod Law Group, LLC

Request for Review

County Administrator

Clifford Coppersmith, Ph.D, President, Chesapeake College

FY2024 Revised Budget Proposal

Environmental Operations Division

Maryland Environmental Service, Second Amendment to Contract

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Kevin A. Anderson, Secretary, Maryland Department of Commerce

Betterton/Worton, Kent County Enterprise Zone Application

The County Commissioners of Queen Anne's County

Service Expansion At Upper Shore Community Mental Health Campus

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Jim Miller, Director, Human Resource Department

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance

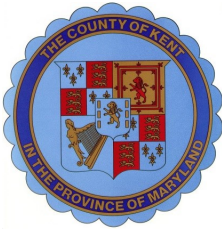
evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

Shelley Heller, County Administrator

Personnel

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

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



**#1 - Regular Session Minutes, June 27, 2023
7/11/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



#2 - Liquor Minutes, June 27, 2023
7/11/2023
County Commissioners Meeting

ATTACHMENTS:
Description



**#3 - Chestertown Christian Academy, Raffle Only, August 1, 2023
7/11/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Chestertown Christian Academy Raffle Only, August 1, 2023

Permit#

12-2023

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Chestertown Christian AcademyAddress of Organization: 401 Morgue Rd. Chestertown MD 21620Telephone: (410) 778 5855

Is the organization formed or located in Kent County?

☒ Yes

No

Does the organization serve the residents of Kent County?

☒ Yes

No

Is this organization tax exempt under the provisions of the Internal Revenue Code?

☒ Yes

No

Tax Exempt Number: 29051365

Person responsible for complying with permit regulations and requirements:

Name: NORA CANNONAddress: home: 111 S. Liberty St. #2 Centreville MD 21617E-Mail: noraCannon412@yahoo.comTelephone: (410) 708 3885Type of permit sought: ☒ Raffle Only () Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair:

401 Morgue Rd.Chestertown MD 21620* Chestertown Christian Academy

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

☒ Yes

No

Date(s) of fund-raising:

Sell tixs July 11th - July 31st

Date and Time of Drawing:

August 1stBegin at: 10 AmEnd at: 10:15 Am

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

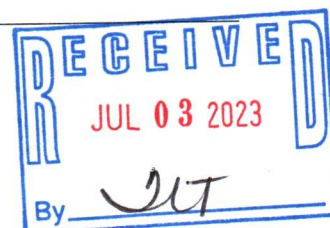
If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Nora M. Cannon

Please Select One:

☒ Pick Up Nora-410-708-3885

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





#4 - Bill Mackey, Director, Planning, Housing and Zoning 7/11/2023 County Commissioners Meeting

Item Summary:

Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, Grant No. CV-1-7

ATTACHMENTS:

Description

07.11.23 Maryland Community Development Block Grant COVID Round 1 Quarterly Progress Report, 4th Quarter, Grant No. CV-1-7

MARYLAND CDBG COVID ROUND I QUARTERLY PROGRESS REPORT

Reporting Period			
1st Quarter July 1 – September 31, 2022 Due October 10th	2nd Quarter October 1 – December 31, 2022 Due January 10th	3rd Quarter January 1 – March 31, 2023 Due April 10th	4th Quarter April 1 – June 30, 2023 Due July 10th
Section I: Grant Information			
Grantee: Kent County		Grant Number: CV-1-7	
Section II: Grant Progress			
Upper Shore Aging portion of the CDBG Program grant has been completed. Mid Shore Pro Bono (MSPB) portion of the CDBG Program grant has been completed. Kent County, MRDC, and DHCD are in discussion regarding documentation for the CDBG Program requirements related to reimbursements for MRDC's staff time on ERAP. There are no actions to report since the last quarterly report.			
Grant Award Amount: \$134,246.39		Grant Funds Drawn to Date: \$59,000.00	
USA \$50,000.00	MSPB \$5,006.39	USA \$50,000.00 – reimbursed	MSPB \$5,000 - reimbursed
KeCo Admin \$4,000.00	MRDC ERAP Support \$75,240.00	KeCo Admin \$4,000.00 – reimbursed	MRDC ERAP Support \$0
Section III: Person Completing Report			
Name: William Mackey		Title: Director, Department of Planning, Housing, and Zoning	
Phone: 410-778-7423, ext. 9		Email: wmackey@kentgov.org	
Section IV: Certification by Chief Elected Official – I certify to the best of my knowledge that the information contained in this report is true and correct.			
Signature: 	Title: President of County Commissioners of Kent County, Maryland	Date: 	



#5 - Bill Mackey, Director, Planning, Housing and Zoning
7/11/2023
County Commissioners Meeting

Item Summary:

Maryland Community Development Block Grant Semi-Annual Report for Housing Counseling Grant MD-22-CD-1

ATTACHMENTS:

Description

07.11.23 Maryland Community Development Block Grant, Semi-Annual Report Housing Counseling, Grant Number MD-22-CD-1

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SEMI-ANNUAL REPORT HOUSING COUNSELING**

REPORTING PERIOD

~~July 1 – December 31, 2022 (Due January 10th)~~

January 1 – June 30, 2023 (Due July 10th)

SECTION I: PROJECT INFORMATION

Grantee: Kent County		Subrecipient: Maryland Rural Development Corporation	
Project Name: Housing Counseling	Grant Number: MD-22-CD-1	Grant Start Date: August 24, 2021	Grant End Date: August 31, 2023
National Objective: Benefit to Low- and Moderate-Income Persons – Limited Clientele		Proposed # of Units: 300	
Is the project on schedule? Yes ☐ No ☒ MRDC has reported that housing counseling services have been in low demand. Initial documentation indicates six households have been served.			
Will you be able to meet the expenditure deadline for this grant? Yes ☒ No ☐ Per discussion with MRDC and DHCD, it's expected that the end of ERAP funding will restart counseling.			
Was a single audit required during this reporting period? Yes ☐ No ☒ Kent County, Maryland is audited annually. A copy of the single audit was provided in July 2022 to DHCD.			
Did you hold your official second hearing? Yes ☐ No ☒ There have been no payments made by Kent County to date, and per documentation on file, very limited services were provided.			
SPECIAL REMINDER: Please refer to <i>Special Terms and Conditions</i> section in "Exhibit A" and <i>Implementation Schedule</i> in "Exhibit C" of the grant agreement for grant schedule and deadlines			

SECTION II: PROJECT PROGRESS

(please report beneficiaries and attach the beneficiary tracking sheet)

Discuss grant progress during the reporting period and, if applicable, discuss any problems or challenges: **There are no actions to report since the last semi-annual report.**
Kent County, MRDC, and Maryland DHCD are in discussion regarding requirements for documentation. The required documentation includes proof of the specific hours that CDBG-funded services were provided (which is usually in the form of daily timesheets showing the CDBG-specific hours worked by funded employees), proof that the CDBG-funded employees that provided the services were paid (which is usually in the form of weekly or bi-weekly employee pay stubs), and proof that 300 persons were served with housing counseling services (which is usually in the form of demographic paperwork that is completed by the persons being served). Alternative documentation and levels of service to be provided are in discussion.

SECTION IV: COMPLETE THIS SECTION FOR THE FINAL REPORT

Is this the final report for this Project? Yes ☐ No ☒ If yes, please complete the questions on page 3 of this report.

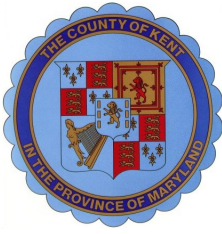
SECTION V: GRANTEE CONTACT PERSON

Contact Name: William A. Mackey	Title: Director, Kent County Department of Planning, Housing, and Zoning
Phone Number: 410-708-4063	Email Address: wmackey@kentgov.org

SECTION VI: CERTIFICATION OF CHIEF ELECTED OFFICIAL

I certify that the information in this report is accurate and correct:

Signature: 	Title: President of the County Commissioners of Kent County, Maryland	Date: 07/11/23
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#6 - Mike Moulds, Director, Public Works
7/11/2023
County Commissioners Meeting

Item Summary:

Environmental Operations Division

Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees



**Rock Hall Lions Club, Beer, Wine, and Liquor, August 12, 2023
7/11/2023
County Commissioners Meeting**

Item Summary:

Rock Hall Lions Club

ATTACHMENTS:

Description

Rock Hall Lions Club, Beer, Wine, and Liquor, August 12, 2023

#4888

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

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

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

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

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

Rock Hall Lions Club

Address P.O. Box 285 Rock Hall MD 21661

Type of Function Beach Party as part of Piratefest Weekender

Location of Function Ferry Park, Rock Hall, MD

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

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

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

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? ____ 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.

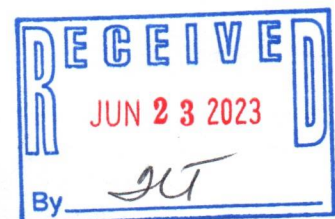
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License 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) August 12, 2023.
Begin at: 10 AM End at: 4 PM and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$) in payment for the license.

Please Select One:

() Pick Up

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



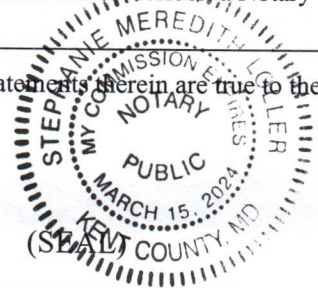
9. Applicants

(1) Robin F. Fithian Rock Hall, MD.
Name Residence
65 years member 410-708-7606 Robin Fithian
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 23rd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Robin F. Fithian the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

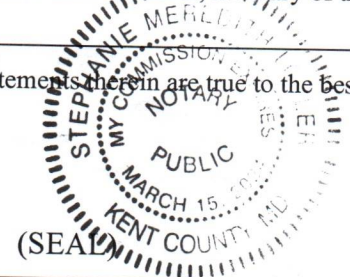


(2) CAROL SUTERA 5778 MAIN ST ROCK HALL
Name Residence
2 years TREASURER 610-799-8806 CSutera
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 23rd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Carol Sutera the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

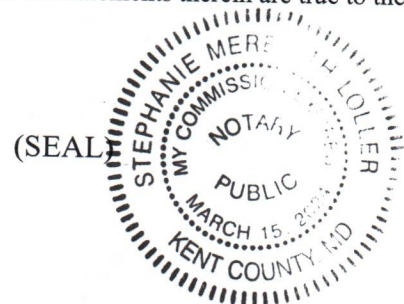


(3) Debra J Woodruffcapper 5018 Huntingford Rd. Rock Hall, MD
Name Residence
16 years President 610-220-9104 D Woodruffcapper
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 23rd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Debra J. Woodruffcapper the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



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

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER:

[Signature]

PRINT NAME:

Robert S. Resele

SIGNATURE OF OWNER:

PRINT NAME:

NAME OF ENTITY:

Town of Rock Hall

AUTHORIZED AGENT SIGNATURE:

PRINT NAME:

TITLE OF AUTHORIZED AGENT:

Town Manager

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF

Kent

THIS CERTIFIES, That on the

28th

day of

June

, 20 23,

before the subscriber, a Notary of the

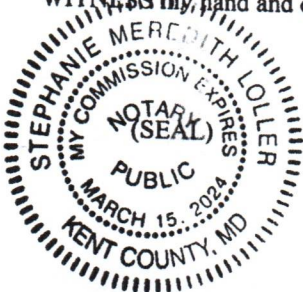
State of Maryland, personally appeared

Robert S. Resele

and acknowledged the execution of

the foregoing statement to be a true act.

WITNESS my hand and official seal.



[Signature]



#4888

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

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

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

Name of organization, club, etc. Rock Hall Lions ClubAddress P.O. Box 285 Rock Hall MD 21661Name Debra J Woodruff-Capper (Please Print) D Woodruff-Capper (Signature)Phone # 610-220-9104 Date 6/23/2023



**Operation Enduring Warrior Kent County, Beer, Wine and Liquor, July
29, 2023
7/11/2023
County Commissioners Meeting**

Item Summary:

Operation Enduring Warrior Kent County

ATTACHMENTS:

Description

Operation Enduring Warrior Kent County, Beer, Wine, and Liquor, July 29, 2023, Application

#4887

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

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

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

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

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

Operation Enduring Warrior Kent Co

Address 7820 Quaker Neck Road, Chestertown, MD 21620

Type of Function Archery Shoot / Concert

Location of Function 7281 Wilkins Lane, Chestertown, MD 21620

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

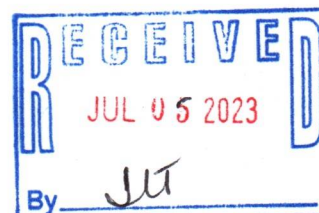
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

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) July 29, 2023.
Begin at: Noon End at: 8pm and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ _____) in payment for the license.

Please Select One:

- (x) Pick Up G. Lieber 410 310 8273
() Mail Permit (will be mailed to above address)



9. Applicants

(1) Elizabeth P. Schmeltz 7101 Pomona Rd. Chestertown
Name Residence
24 Years consultant 410/708-1354
Length of Residence in Kent Co. Committee Title Phone No. [Signature]
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 3rd day of July, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth P. Schmeltz the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sarah Kavina

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

(SEAL)

(2) Elizabeth J. OSTRANDER 119 N. Queen St. Chestertown, MD
Name Residence
7 yrs (Fulltime) consultant 410-778-4241
Length of Residence in Kent Co. Committee Title Phone No. [Signature]
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 3rd day of July, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth J. Ostrander the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sarah Kavina

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

(SEAL)

(3) Jennifer L. Lieber 7820 Quaker Neck Road, Chestertown, MD
Name Residence
20 yrs President 410-310-8273
Length of Residence in Kent Co. Committee Title Phone No. [Signature]
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 3rd day of JULY, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Jennifer L. Lieber the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sarah Kavina

(SEAL)

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

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

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Albert C. Lieber PRINT NAME: Albert C. Lieber

SIGNATURE OF OWNER: N/A PRINT NAME: N/A

NAME OF ENTITY: Piney Grove Farm

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: _____

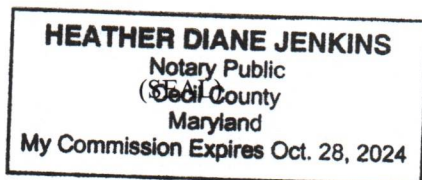
TITLE OF AUTHORIZED AGENT: _____

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent _____:

THIS CERTIFIES, That on the 23rd day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Albert C Lieber and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Notary Public: Heather D McCray
commissioned as
Heather Diane Jenkins



#4887

Board of License Commissioners

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

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

Name of organization, club, etc. Operation Enduring Warrior, Kent Co.

Address 7820 Quaker Neck Road, Chestertown, MD 21620

Name Jennifer Lieber (Please Print) [Signature] (Signature)

Phone # 410 310 8273 Date 7/13/2023



**Deborah Hudson Vornbrock, Executive Director and Rick Lincicome,
Chairman of the Board, Martin's House and Barn
7/11/2023
County Commissioners Meeting**

Item Summary:

Services Offered

ATTACHMENTS:

Description

MH&B One-Pager for Kent Commissioners-Powerpoint



14374 BENEDICTINE LANE | PO BOX 996 | RIDGELY, MD 21660 | 410.634.2537

MARTINSHOUSEANDBARN.ORG

WHO WE ARE

Founded in 1983 as St. Martin's Barn by the Benedictine Sisters of Ridgely, Maryland, Martin's House & Barn provides a safety net for individuals and families needing special support during difficult times in their lives.

A non-denominational non-profit that has served the poor and homeless on the Eastern Shore for almost 40 years, Martin's House & Barn not only provides essential shelter, food, and clothing to those in need, but also helps clients find resources to help clients find resources to meet their most basic needs of food, shelter and clothing.

WHAT WE DO

Martin's House & Barn provides an array of services through a single point of entry with a dignified approach to address immediate and long-term needs on a four-acre rural complex.

Offering a Family Shelter, Food Pantry, Thrift Shop, and Homelessness Prevention Services with case management that help clients determine obstacles, make a plan and navigate available resources, Martin's House & Barn has helped to transform thousands of lives.



MISSION

To help meet basic human needs.

VISION

A community without homelessness,
hunger and poverty.

WHAT SETS US APART

We are grateful for the past support of the Kent County Commissioners.

We have the history, services and facilities that deserve renewed and increased support.

For more than four decades, we have provided integrated services:

- We provide services year-round 24/7, 365 days a year, not just in the winter
- Shelter, food and clothing in a single complex
- 12-family shelter rooms
- On-site food distribution
- On-site thrift shop with clothing, food and household items

In FY22 we had 1,900 bednights for Kent County, with more than half being emergency shelter in hotels.

Today, we have ten families with 15 children in our emergency shelter, and we have a waiting list for families seeking shelter.

Over the past 12 months, we moved seven families from shelter to permanent housing.

Founded as a two-year transitional shelter for women and children only, we now provide housing to mixed-gender families seeking emergency shelter and help them move to permanent housing as quickly as possible.

Provided shelter to 40 people in Kent County for FY22.

We administer more than \$100k in rental assistance to families annually.

Provided five clients with rental assistance services in Kent County for FY22.

We adhere to the low barriers* standard of access, the preferred threshold for federal and state funding. We do not turn away people with existing substance and addiction challenges.

**A low barrier shelter for families experiencing homelessness accepts families as they are and provides a safe, secure, warm place for those who may have no other option. Low barrier shelters do not require drug testing, sobriety, or mental health treatment. By focusing on harm reduction and housing first, low barrier shelters can move quickly to help families obtain shelter and access resources and services.*



Bryan DiGregory, State's Attorney, States Attorney Office
7/11/2023
County Commissioners Meeting

Item Summary:

Comprehensive Recidivism Reduction Project Grant Award

ATTACHMENTS:

Description

07.11.23 GOCCP Grant Award and Acceptance Form No. PIGF-2024-0015, Kent County Comprehensive Recidivism Reduction Project

06.27.23 Gary Richardson, Director, State of Maryland Grants Administration, Grant Award for Kent County Comprehensive Recidivism Reduction Project, Grant Award No. PIGF-2024-0015



6/27/2023

Governor's Office of Crime Control and Prevention



Control Number:

45832

Regional Monitor:

Archer, Emily

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number: PIGF-2024-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Comprehensive Recidivism Reduction Project

Implementing Agency: Kent County State's Attorney's Office

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

CFDA: D21322 SPECIAL

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

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

Performance Incentive Grant Fund-Justice Reinvestment Fund

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Director, Grants Administration

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronald H. Fithian, President

Typed Name And Title

07/11/23

Date

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

D21322 SPECIAL



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

1 Award Period of Performance

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

2 Statutes and Requirements of State and Federal Funds

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

3 General and Special Conditions (POST AWARD INSTRUCTIONS)

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

4 Sub-award Acceptance Document

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

5 Notification of Project Commencement Form

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. *See General Conditions below related to the Authorized Official.

7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDPA) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: dcivilrightscompliance_goccp@maryland.gov.

9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. Subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit a GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

20 Issuance of Statements, Press Releases, or Other Documents - GOCOPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

36 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

37 OJP Financial Guide

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf

38 Food and Conference Costs

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

39 Applicable Statutorily-imposed Nondiscrimination Requirements

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

40 DUNS and SAM.Gov Requirements

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

41 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Grant Award - General Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

42 Hire within 45 days

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

43 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

44 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

45 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

46 Office Name Change Effective 1.1.2020

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Grant Award - Special Conditions

Grant Award Number:	PIGF-2024-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2023 - 06/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Comprehensive Recidivism Reduction Project		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

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

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

3 The sub-recipient must submit within 30 days of acceptance of the grant award revisions to the project narrative which includes: the goals and objectives, program strategy, performance measures, timeline, spending plan, and/or budget details. All revisions should be emailed to the Regional Monitor listed on the Face Sheet of your award in the Grant Management System (GMS). Failure to submit the revised narrative and additional budget details will result in a financial hold on your award.

4 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

5 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

6 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

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

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

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

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

7 A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCPYVS by uploading contract under the document tab of the award.

- 8 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.



Governor's Office of Crime Control and Prevention



Control Number:

45832

Regional Monitor:

Archer, Emily

Fiscal Specialist:

Lee, Dorothy

Submitted Date:

Programmatic Reporting

Grant Award Number: PIGF-2024-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Comprehensive Recidivism Reduction Project

Implementing Agency: Kent County State's Attorney's Office

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

CFDA: D21322 SPECIAL

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (9)

1	Number of persons referred to the program	
2	Number of persons who enrolled in program	
3	Number of persons who complete program	
4	Number of persons connected to benefits and medical insurance	
5	Number of persons screened for benefit and medical insurance eligibility	
6	Number of persons connected to a behavioral health provider	
7	Number of persons screened for behavioral healthcare needs	
8	Number of persons connected to housing services	
9	Number of persons screened for housing services	

Progress Report Questions (7)

1	Is your agency following the spending plan described in your application? If not, please explain.
2	Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.

3	If no funds or minimal funds (less than 25%) were expended during this reporting period please provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
4	Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.
5	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
6	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.
7	Only Required to be Completed in the Final Quarter of the Grant Period: Please list any successes and/or best practices developed through this grant funded program.

Signed: _____ **Date:** _____

Project Director - DiGregory, Bryan

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

Printed Name: _____ **Phone:** _____



Budget Notice

Grant Award Number:	PIGF-2024-0015	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Kent County Comprehensive Recidivism Reduction Project	
Implementing Agency:	Kent County State's Attorney's Office	
Award Period:	07/01/2023 - 06/30/2024	CFDA: D21322 SPECIAL

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

Personnel

Description of Position	Salary Type	Funding	Total Budget
Benefits -- Program Manager	Fringe	Grant Funds	\$19,500.00
Case Worker	Salary	Grant Funds	\$50,000.00
Fringe Benefits--Case Worker	Fringe	Grant Funds	\$15,000.00
Program Manager	Salary	Grant Funds	\$65,000.00

Personnel Total: \$149,500.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
Mileage	Grant Funds	1440	\$0.655	\$943.00

Travel Total: \$943.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Community Behavioral Health-Counseling and Treatment	Grant Funds	1	\$1,000.00	\$1,000.00
Minary's Dream Alliance-Workforce Development and Support	Grant Funds	1	\$15,400.00	\$15,400.00
R.A. Lewis Consulting, LLC-Crisis response, workshops, presentations, re-entry support	Grant Funds	1	\$11,640.00	\$11,640.00
Striving for Wellness Together-Coping and Basic Life Skills workshops	Grant Funds	1	\$4,800.00	\$4,800.00

Contractual Services Total: \$32,840.00



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Archer, Emily
Lee, Dorothy

Budget Notice

Grant Award Number: PIGF-2024-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Comprehensive Recidivism Reduction Project

Implementing Agency: Kent County State's Attorney's Office

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

CFDA: D21322 SPECIAL

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

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Driver's licenses	Grant Funds	10	\$72.00	\$720.00
Laptops with accessories	Grant Funds	2	\$1,500.00	\$3,000.00
Laptops/iPads	Grant Funds	5	\$1,048.00	\$5,240.00
Photo IDs	Grant Funds	24	\$20.00	\$480.00
Stipend-Intern	Grant Funds	160	\$15.00	\$2,400.00
Tuition for driver's ed classes	Grant Funds	10	\$450.00	\$4,500.00
Tuition for GED classes	Grant Funds	20	\$60.25	\$1,205.00

Other Total: \$17,545.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2023



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

June 27, 2023

The Honorable Ronald H. Fithian
President
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: PIGF-2024-0015

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Kent County Comprehensive Recidivism Reduction Project**," in the amount of \$200,828.00 has received approval under the PERFORMANCE INCENTIVE GRANT FUND (AKA JUSTICE REINVESTMENT FUND) program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

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

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

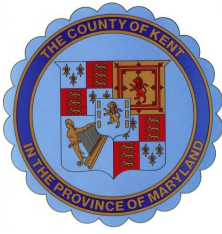
If you have any questions or need any clarification regarding this grant award, please contact **Emily Archer**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read 'GR', is positioned below the word 'Sincerely,'.

Gary Richardson
Director, Grants Administration

cc: The Honorable Bryan DiGregory



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
7/11/2023
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description



Patricia Merritt, Chief Finance Officer, Office of Finance
7/11/2023
County Commissioners Meeting

Item Summary:

Update for Waiver of Property Taxes Requested

ATTACHMENTS:

Description



Patricia Merritt, Chief Finance Officer, Office of Finance
7/11/2023
County Commissioners Meeting

Item Summary:

FY2023 Financial Statements - As Of March 31st

ATTACHMENTS:

Description

FY23 Financial Statements - 3rd Qtr

General Fund

Statement of Revenues and Expenditures

As of March 31, 2023

	July - Mar Budget	July - Mar Actual	\$ Fav/Unfav	% Fav/Unfav
<u>Revenues</u>				
Property Tax	31,421,967	32,276,167	854,200	
Income Tax	10,353,222	12,503,624	2,150,402	
Recordation Tax	1,404,536	1,068,118	(336,418)	
Property Transfer Tax	929,701	650,377	(279,324)	
Other Local Taxes	238,282	290,436	52,154	
Service Charges	455,472	563,435	107,963	
Intergovernmental Revenue	500,644	524,706	24,062	
Licenses & Permits	160,114	160,968	854	
Fines & Forfeitures	3,744	17,761	14,017	
Transfers In			-	
Proceeds from Fixed Assets	922	5,950	5,028	
Proceeds from Capital Leases	246,662	275,856	29,194	
Other	134,456	461,470	327,014	
Total Revenue	45,849,722	48,798,868	2,949,146	6%
<u>Expenditures</u>				
Board of Education	14,276,638	14,276,638	-	
Salaries & Benefits	16,056,442	14,169,030	1,887,412	
Operating Expenditures	5,585,470	5,060,425	525,045	
Allocations	3,356,187	3,353,603	2,584	
Debt Service	440,323	411,743	28,580	
Capital Expenditures	1,535,272	1,534,162	1,110	
Capital Leases	280,070	317,538	(37,468)	
Transfers to Other Funds	4,684,330	4,473,169	211,161	
Contingency	300,000	46,876	253,124	
Total Expenditures	46,514,732	43,643,184	2,871,548	6%
Excess/(Deficiency) Revenues				
Over Expenditures	(665,010)	5,155,684	5,820,694	

General Fund

Explanation of Major Variances

March 31, 2023

<u>Revenues</u>	<u>Fav/(Unfav)</u>
Income Tax 32% increase over FY22	2,150,402
Property Transfer Tax 1.66% increase over FY21	854,200
Other Interest and Investment returns	327,014
Service Charges Recreation fees, diesel sales, disposal permit, sale of recyclables	107,963
Other Local Taxes 26.6% increase over FY22	52,154
Proceeds from Capital Leases Enterprise	29,194
Intergovernmental Revenue Covid-19, sex offender information funding	24,062
Property Transfer Tax 40.49% decrease from FY22	(279,324)
Recordation Tax 36.73% decrease from FY22	(336,418)
Other Fines, Forfeitures, Proceeds from fixed assets, Licenses & Permits	19,899
Total Revenues	<u>2,949,146</u>

General Fund
Explanation of Major Variances
March 31, 2023

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
CORS	787,068
Full-time (Roads, EMS, Recreation, Detention Center)	646,249
Health Benefits	392,100
State Retirement Plan	85,439
Salaries-seasonal	75,025
Election workers salaries and benefits	56,497
FICA and Medicare	52,709
Salaries-G&S Transfers	(37,247)
Salaries-G&S Overtime	(104,241)
Leave Payout	(115,482)
Other	49,295
	1,887,412
Operating	
Highways & Streets	95,962
Sheriff's Office	87,373
Planning & Zoning	63,785
Buildings & Grounds	46,375
Insurance	40,606
Environmental Operations	35,786
Elections Office	29,664
OES-Emergency Medical Services	27,701
Parks	19,302
Human Resources	14,013
Other	64,478
	525,045
Contingency	253,124
Transfers to Other Funds	
WWS Deficit	151,396
Local Management Board	28,667
Kent Family Center	23,384
Hot Desks	7,714
	211,161
Other	(5,194)
Total Expenditures	<u><u>2,871,548</u></u>

Water and Wastewater Services
Statement of Revenues and Expenses
As of March 31, 2023

	July - Mar Budget	July - Mar Actual	\$ Fav/(Unfav)	% Fav/(Unfav)
Revenues				
Water Service Charges	526,841	526,412	(429)	-0.1%
Sewer Service Charges	1,280,219	1,287,970	7,751	0.6%
Septage Service Charges	151,226	139,362	(11,864)	-7.8%
Contracted Services	76,071	71,656	(4,415)	-5.8%
Other	231,383	250,517	19,134	8.3%
Total Revenues	2,265,740	2,275,917	10,177	0.4%
Expenses				
Salaries	596,247	532,313	63,934	10.7%
Benefits	388,778	298,126	90,652	23.3%
Contracted Services (salaries & benefits)	48,483	35,288	13,195	27.2%
Operating	1,202,148	1,239,395	(37,247)	-3.1%
Capital	266,992	266,992	-	0.0%
Interest Expense	208,202	207,913	289	0.1%
Principal Expense	513,186	505,254	7,932	1.5%
Operating Reserves	45,931	43,467	2,464	5.4%
Total Expenses	3,269,967	3,128,748	141,219	4.3%
Transfers				
General Fund	1,004,227	852,831	(151,396)	-15.1%
Total Transfer In/(Out)	1,004,227	852,831	(151,396)	-15.1%
Subsidy %	30.7%	27.3%		

Water and Wastewater Services
Explanation of Major Variances
As of March 31, 2023

	<u>Fav/(Unfav)</u>
Revenues	
Water Service Charges	(429)
Sewer Service Charges	7,751
Septage Service Charges	(11,864)
Other (equipment sales, allocation fees)	14,719
	<u>10,177</u>
 Salaries	
Salaries - vacant Division Chief position	63,934
 Benefits	
Health deductible	16,072
State Retirement	13,828
Taxes	7,842
Health premiums	48,731
Workmen's Compensation	4,179
	<u>90,652</u>
 Contracted Services	
Galena	7,231
Betterton	1,258
Nicholson	4,706
	<u>13,195</u>
 Operating Expenses	
Auto & Diesel fuel	4,858
Water & Sewer agreement fees - Town's audited FY22 expenses higher than anticipated	(23,701)
Electric - Water plants and Septage lagoon running higher than last year	(20,902)
Other	2,498
	<u>(37,247)</u>

Capital Projects Fund
Statement of Revenues & Expenditures
As of March 31, 2023

	<u>Annual Budget</u>	<u>July - Mar Actual</u>	<u>Balance</u>
<u>Revenues</u>			
Grant Funding			
Bridge K00015 repair/replace	320,000	114,790	205,210
Loan Proceeds			
Nicholson wastewater treatment plant upgrade	2,771,978	-	2,771,978
Transfer In - General Fund			
Bridge K00015 repair/replace	80,000	28,607	51,393
Computer / Technology Upgrade	30,000	30,000	-
Public Safety Complex	972,000	81,652	890,348
Paramedic office	39,815	39,814	1
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	197,614	65,659	131,955
Galena Elementary targeted renovations	254,844	138,291	116,553
Kent County High School roof	3,195,675	3,101,190	94,485
Kent County Public Library roof	75,000	-	75,000
Total Revenue	8,256,926	3,600,003	4,656,923
<u>Expenses</u>			
Bridge K00015 repair/replace	400,000	143,397	256,603
Nicholson wastewater treatment plant upgrade	2,771,978	2,536	2,769,442
Public Safety Complex	972,000	81,652	890,348
Paramedic office	39,815	39,814	1
Emergency Services - communications	320,000	-	320,000
Worton maintenance facility	197,614	65,659	131,955
Kent County Public Schools Projects			
Galena Elementary targeted renovations	254,844	138,291	116,553
Kent County High School roof	3,195,675	3,101,190	94,485
Kent County Public Library roof	75,000	-	75,000
Total Expenditures	8,226,926	3,572,539	4,654,387
Excess/(Deficiency) Revenues over Expenditures	<u>30,000</u>	<u>27,464</u>	<u>2,536</u>



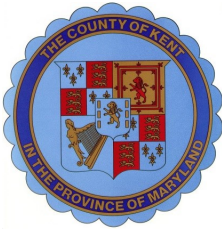
Building Maintenance 7/11/2023 County Commissioners Meeting

Item Summary:

Janitorial Memorandum of Understanding Renewal and Change Order

ATTACHMENTS:

Description



Water and Wastewater Division
7/11/2023
County Commissioners Meeting

Item Summary:

Sewer Allocation Request

ATTACHMENTS:

Description

Williams Allocation Application

Please submit application either by mail or in person to office, or by email to watergenmb@kentgov.org

Permit 23-196
LOC 12404

KENT COUNTY DIVISION OF WATER AND WASTEWATER ALLOCATION APPLICATION

APPLICANT INFORMATION

Name: Harry T, Elizabeth H, & Bryan Williams, Trustees

Mailing address: 25367 Lambs Meadow Rd

City: Worton

State: MD

ZIP Code: 21678

Phone:

Cell Phone: (443) 480-6340

Email: bryan@redacreshydro.com

ALLOCATION REQUEST INFORMATION

Property Address: 25367 Lambs Meadow Rd

03-019683

Tax Map: 20

Parcel: 52

Lot:

Allocation Type & Number of
allocations requested

Water:

Sewer: 1 and 1/5

PROJECT INFORMATION

Type of Project *Select One:*

☐ Single Family

☐ Apartment or Duplex: _____ sq. ft.

☒ Commercial

☐ Residential sub-division

☐ Commercial sub-division

SIGNATURE

Signature of applicant:

Elizabeth H. Williams

Date:

6/8/23

FOR OFFICE USE ONLY

APPROVAL

Acct # 239-272

Kent County Commissioners Approval Date:

DWWS Signature:

Date:

PAYMENT INFORMATION

Check #:

Date Paid:

Amount:

RECEIVED
JUN 12 2023
BY: *TH*



Water and Wastewater Division 7/11/2023 County Commissioners Meeting

Item Summary:

Town of Galena Operations Agreement Renewal

ATTACHMENTS:

Description

07.11.23 Galena Water and Wastewater Treatment Facilities, Operation and Maintenance Supervisory Agreement, Between The County Commissioners of Kent County and The Town of Galena, Collection and Distribution System

**GALENA WATER AND WASTEWATER TREATMENT FACILITIES,
OPERATION AND MAINTENANCE SUPERVISORY AGREEMENT
BETWEEN
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
AND
THE TOWN OF GALENA, MARYLAND**

This Water & Wastewater Treatment Facilities, Galena Collection System, and Distribution System Agreement (hereinafter, the "Agreement") is made and entered into this 11th day of July, 2023, by and between **THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND** (hereinafter, the "County"), and the **TOWN OF GALENA, MARYLAND** (hereinafter, the "Town"). The County and the Town may individually be referred to herein as a "Party," and may collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Town desires to retain the services of experienced and qualified personnel, responsible for the operation and maintenance of the Town's water and wastewater treatment facilities, distribution system and collection system as described on Exhibit A attached hereto (hereinafter, the "Facilities"); and

WHEREAS, the County, through its Department of Public Works, has experienced and qualified personnel on staff who can provide the technical expertise sought by the Town for the operation and maintenance of the Facilities; and

WHEREAS, the Town desires to retain the County, and the County desires to provide operation and maintenance services of the Facilities; and

WHEREAS, the Town has agreed to compensate the County for services provided pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements of the Parties hereinafter set forth, as well as for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Town, intending to be legally bound, do hereby agree as follows:

ARTICLE 1: GENERAL

- 1.1 The County hereby agrees to perform the services and to comply with the terms and conditions as set forth herein, and in consideration of such services, the Town

hereby agrees to make payments to the County as specified in Article 5 hereof and to do or take such other actions as required of the Town hereunder.

- 1.2 The person(s) responsible for the services to be rendered under this Agreement on behalf of the County shall possess the appropriate licenses and certifications as required by State and Federal laws and regulations.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 The County shall provide the services of qualified personnel who shall be responsible for the operation and maintenance of the Facilities as more fully described on Exhibit B attached hereto.
- 2.2 The County will provide additional services as described in Exhibit C attached hereto on a cost-reimbursable basis when requested by the Town. These services include but are not limited to, such things as the removal and processing of liquid sludge, emergency response to Sanitary Sewer Overflows (SSO's), removal of sewer line clogs, sewer cleaning etc.
- 2.3 In accordance with Town of Galena policy, (see Ordinance 2018-06 of the Town of Galena) sewer line clog removal and sewer line cleaning will be limited to sewer lines owned by the Town of Galena up to the sewer cleanout; the property owner is responsible for the sewer lateral from the cleanout to the structure. In the absence of a cleanout, the County will clean the sewer line up to the property line.
- 2.4 In accordance with Town of Galena Code §173-5A. the Town maintenance responsibility is from the street main to the property line.

ARTICLE 3: RESPONSIBILITIES OF THE TOWN

- 3.1 The Town shall use its best efforts to secure materials or information requested by the County for the purpose of carrying out services under this Agreement, and shall generally offer such cooperation as the County reasonably requires for the performance of its duties and responsibilities hereunder;
- 3.2 Reimbursement for costs incurred by the County:
 - 3.2.1. The Town shall reimburse the County for the actual costs of chemicals, repair parts, laboratory supplies, fuel for backup generators, and other services not included in the Scope of Services.
 - 3.2.2. No mark-up on these costs will be charged to the Town.
 - 3.2.3. The County shall have the authority to purchase repair parts and other items costing up to \$1,000.00 and which are needed for the maintenance and repair of the Facilities without obtaining prior approval from the Town. Notification of the

repair shall be provided to the Town as soon as possible, but in any event, by the close of business on the next business day following the repair.

3.2.4. The County will seek prior approval from the Town for items costing over \$1,000.00.

3.2.5. The County will have no obligation to acquire items or to incur costs to acquire items for which the Town denies funding or reimbursement.

3.2.6. The County may, in the event of an emergency, acquire items or incur costs which are needed for the maintenance and repair of the Facilities in the amount necessary to mitigate the emergency in an amount not to exceed \$7,500.00 without obtaining prior approval of the Town. Notification of the emergency and the required repair shall be provided to the Town as soon as possible, but in any event, by the close of business on the next business day following the repair. The Town shall reimburse the County for the actual costs of acquiring such items or the actual costs incurred.

- 3.3 The Town shall pay all utility costs directly. i.e., electric power, telephone services and any water charges for the Facilities;
- 3.4 The Town shall be responsible for the cost of all heavy maintenance and repair of the Facilities which exceed the County's in-house capabilities;
- 3.5 The Town shall be responsible for grounds maintenance of the Facilities, including grass cutting and snow removal;
- 3.6 The Town shall be responsible for fines, penalties, and other costs (including legal costs) associated with enforcement actions taken by the Maryland Department of the Environment or other regulatory agencies arising from permit or other regulatory violations, unless those violations are the result of negligence, willful misconduct, or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.

ARTICLE: 4: TERM.

- 4.1 The initial term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024. The Agreement may be extended on an annual basis upon mutual consent of all parties, agreement of a proposed budget, and appropriation of funds to the Town budget.

ARTICLE 5: COMPENSATION

- 5.1 The Town shall pay the County a monthly fee of \$6,790.00. The County warrants the fee until June 30, 2024.

- 5.2 For County equipment services outside the Scope of Services as outlined in Exhibit B, the Town shall compensate the County in accordance with the Schedule of Fees as shown on Exhibit D attached hereto. The schedule of fees shall be in effect for the 2024 Fiscal year.
- 5.3 The Town shall pay the County for services rendered and expenses accounted for monthly, as billed. In the event that payment is not made within sixty (60) days from the date of billing, interest will be charged at the rate of one percent (1%) per month.

ARTICLE 6: INSURANCE

- 6.1 The County shall maintain during the term of this Agreement the following types and amounts of insurance:

<u>Type of Coverage.</u>	<u>Minimum Limit</u>
Workers Compensation	Statutory
Employer's Liability	\$100,000
Comprehensive General Liability	\$1,000,000 each occurrence and annual aggregate, combined single limit
Automobile Liability, Bodily Injury and Property Damage Combined	\$1,000,000 any one accident or loss

The County will provide the Town with a certificate of insurance evidencing the required coverage upon the Town's request.

- 6.2 The Town will obtain and maintain adequate property insurance on the Facilities and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the Facilities and the operation thereof. The Town will provide the County with a certificate of insurance evidencing such coverage upon the County's request.
- 6.3 The County warrants it will exert the degree of care and skill in the performance of the services ordinarily exercised, under similar circumstances, by similar professionals at the time such services are rendered. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IF APPLICABLE.

ARTICLE 7: TERMINATION

- 7.1 The failure of either Party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other Party may send a Notice of Termination. Such notice shall specify the nature of the default and provide the

defaulting Party with thirty (30) days to cure the default. If the default is capable of being cured but is not cured within 30 days, this Agreement shall terminate at midnight of the 30th day following the Notification. In the case of a default that cannot be cured within 30 days, this Agreement shall continue for a reasonable period of time beyond the 30th day if the defaulting Party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the Party determined to be in default to the satisfaction of the non-breaching Party.

- 7.2 In the event of termination of this Agreement under the above paragraph 7.1, the Town shall pay the County for services provided and invoiced by the County up to the effective date of termination.
- 7.3 Upon a minimum of sixty (60) days written notice to the County, Town may, without cause and without prejudice to any right or remedy, elect to terminate the Contract. In such case, the County shall be paid for all work executed and only actual expense sustained to the effective date of termination.

ARTICLE 8: OTHER TERMS AND CONDITIONS

- 8.1 Each party hereto represents to the other party that it has full power and authority to enter into and perform this Agreement, that all actions necessary to such execution and performance have been taken, and that this Agreement violates no law, regulation, decree, or other legislative, administrative or judicial restriction of either of the Parties.
- 8.2 The Town agrees to release and indemnify the County and the operator and save them harmless including costs of defense from any and all liability to the Town, its employees, or hired parties for any damage to property, personal injuries, or loss of life or property, or any other claim resulting from activities under this Agreement, except for negligence, willful misconduct or nonfeasance by the operator or County as finally found by a court of competent jurisdiction.
- 8.3 The terms and conditions of this Agreement shall be binding upon the Town and County and their respective successors and assigns.
- 8.4 Neither party shall assign its rights, interests, or obligations under this Agreement without the expressed written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
- 8.5 This Agreement incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written.
- 8.6 This Agreement may be modified or amended from time to time. No modifications or amendments to this Agreement shall be effective unless in a written agreement

signed by both Parties.

- 8.7 If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 8.8 Any waiver of the terms and conditions of this Agreement by either of the Parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 8.9 The Parties waive their right to a trial by jury as to any and all claims, causes of action, or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, each Party shall continue to perform its obligations under this Agreement in a timely manner, unless otherwise mutually agreed in writing.
- 8.10 References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 8.11. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the State of Maryland Local Government Tort Claims Act (the "LGTC") and under any other applicable law. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the County, its departments, commissions, boards, officials, and employees is controlled and limited by the provisions of the LGTCA, as now or hereafter amended.
- 8.12 All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

Town:

Warren Walters
Town Facilities
Town of Galena
101 S. Main Street
Galena, MD 21635

With a copy to:

Thomas N. Yeager
Town Attorney
203 Maple Avenue
Chestertown, MD 21620

County:

Michael S. Moulds
Kent County Dir. of Public Works
Department of Public Works
709 Morgnec Road
Chestertown, MD 21620

With a copy to:

Shelley Heller
County Administrator
400 High Street
Chestertown, MD 21620

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

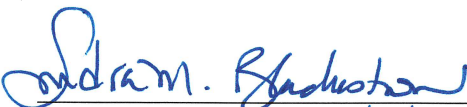
TOWN OF GALENA, MARYLAND


By: Warren Walters
Town Facilities


By: John T. Carroll, Jr.
Mayor

ATTEST:

KENT COUNTY, MARYLAND


Sondra Blackiston 07/11/23
Clerk


Ronald H. Fithian, President
County Commissioners of Kent County

EXHIBIT A

List of Facilities to be Operated & Maintained under This Agreement

Water and Wastewater Facilities are defined:

- A. The two existing class 1 water plants and water distribution systems
 - B. The new class 5A wastewater plant and wastewater collection system including pump stations.
1. Town of Galena Wastewater Treatment Facility at 13265 Augustine Herman Hwy, Galena, MD;
 2. Town of Galena Water Plant , 102-B North Main Street, Galena, MD;
(Map 300, Parcel 1587, Grid 0016, Plat P3 91)
 - a. Control Building
 3. Town of Galena Water Plant , 103 Boxwood Lane, Galena, MD;
 - a. Control Building
 4. Town of Galena Pumping Station, 415 Jarman Avenue, Galena, MD
 5. Town of Galena Water Distribution System and Sewer Collection System as owned by the Town,

The above-referenced assets and facilities are owned by the Town of Galena.

EXHIBIT B

Scope of Services

Kent County Public Works will provide the following services:

- 1) Provide a Maryland State Certified Superintendent and a Certified Operator for the Town of Galena. The operator will possess a State of Maryland Class 1 Water or higher and Class 5A Wastewater license. This Superintendent will be the main point of contact for County personnel;
- 2) The Superintendent and Operator will operate the Town's water and wastewater facilities in a professional, efficient, and workmanlike manner;
- 3) The Superintendent would be responsible for the operation and supervision of all or any part of the water and wastewater facilities. This would also include the collection and distribution systems;
- 4) Perform preventative maintenance tasks according to operation and maintenance manuals.
- 5) Water and wastewater sampling services;
- 6) Respond to emergency calls 24/7;
- 7) Perform all tasks required by the NPDES permit and Safe Drinking Water Act;
- 8) Purchasing of supplies, materials, and equipment necessary for proper operation and maintenance of the water and wastewater facilities with reimbursement by the Town.;
- 9) Inventory and restock chemical, labs reagents, and consumables to be purchased with the Town's approval and reimbursement by the Town;
- 10) Obtain competitive bids for goods and services in accordance with Town procurement policy;
- 11) Coordinate with suppliers and contractors for major repairs and equipment replacement;
- 12) Obtain supplier and contractor estimates for major repairs and equipment replacement for Town's approval before purchasing;
- 13) Produce annual consumer Confidence Report;
- 14) Prepare and submit all required reports and permits to the Maryland Department of the Environment in a timely manner;
- 15) Prepare, sign, and maintain all monthly operating reports (MOR) and discharge monitoring reports (DMR), for submission monthly for the Mayor & Council Town Meetings, as required by the federal, state, and local government; and submit annual reports and recommendations to the Mayor and Council;
- 16) Completion of required annual sludge reports;
- 17) Completion of initial 24 hours and five (5) day follow up reports in the event of the permit non-compliance or sewer overflow;
- 18) Complete other reports and permit renewals as required by environmental regulatory agencies;
- 19) Conduct semi-annual flushing of fire hydrants;
- 20) Assist the Town with the formulation of annual water and wastewater plant capital and operating budgets;
- 21) Assist the Town with formulation of the five-year capital plan;
- 22) Coordinate with Town's water tower maintenance contractor;
- 23) Perform Miss Utility underground utility marking responses using the information provided by the Town when the Town's Maintenance Coordinator is not available;
- 24) Prepare an annual report for presentation to the Town by March 31st on prior-year operations and maintenance;
- 25) Provide cost proposals for additional repair and maintenance assistance as requested by the Town of Galena if County resources are available.

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

Water and Wastewater Treatment Facility Operations

1. Conduct daily site visits;
2. Record flow and other pertinent data daily and submit monthly to the Mayor and Council;
3. Perform all instrument calibrations and standard laboratory procedures;
4. Perform daily testing as required by the facility's permit;
5. Collect samples for testing by the contract laboratory;
6. Review all laboratory test results prior to submission to the Maryland Department of the Environment;
7. Perform process control testing and make necessary adjustments as required;
8. Waste sludge and decant wastewater digesters as required;
9. Visually check all systems, chemical feed pumps, process pumps, blowers, and related equipment for proper operation;
10. Perform required preventive maintenance and minor repairs within the capabilities of the staff;
11. Perform general facility cleanup as required to maintain safety and an orderly appearance;
12. Maintain an inventory of chemicals and related supplies; reorder as needed;

The Town of Galena will provide the following:

1. Signature on the attached Superintendent designation form (Exhibit E)
2. Notification to Maryland Department of the Environment of Superintendent designation.
3. The Town of Galena agrees that no decision will be made regarding the operation and maintenance of the Town of Galena water and wastewater facilities without consultation with and approval by the Kent County Water and Wastewater Superintendent.
4. The Town of Galena assumes full responsibility for any outcome that arises from disregarding the direction given by the Kent County Water and Wastewater Superintendent as related to the operations and maintenance of the Town of Galena Water and Wastewater Facilities
5. The Town of Galena agrees to support and enforce all given direction, as defined in *COMAR 26.06.01 B (7) (a), (b), (c)*, by the Kent County Water and Wastewater Superintendent to the Town regarding the operation and maintenance of the Town of Galena water and wastewater facilities.
6. The Town of Galena agrees to address and rectify the disregard of direction given by the Kent County Water and Wastewater Superintendent to the Town of Galena regarding the operation and maintenance of the Town of Galena Water and Wastewater Facilities.
7. The Town of Galena agrees to consider recommendations for improvements, budget expenditures, preventative, and corrective repairs given by the Kent County Water and Wastewater Facilities.
8. Access to SCADA data, Mission Monitoring unit and system alarm notification and phone number(s) on the Chatter Box.
9. Prompt response to requests made by the Superintendent regarding recommended purchases, repairs, and maintenance.
10. Sufficient funds for proper operations and maintenance of the water and wastewater plants.
11. The Town of Galena's Town Facilitator and Maintenance Coordinator will meet with County personnel once per week or more often if necessary, as determined by the County.

EXHIBIT B (CONTINUED)

Scope of Services (Continued)

General Management

1. The County shall communicate and interact with the Maryland Department of the Environment and other regulatory agencies on matters pertaining to the Facilities on behalf of the Town;
2. Gain the necessary approvals from the Town and then arrange for and oversee those services and repairs which are outside the County's Scope of Services, which need to be done by outside contractors;
3. Administer warranties and guarantees on machinery and equipment as appropriate;
4. Recommend to the Town various improvement projects and modifications to the Facilities;
5. Provide the Town with a monthly statement of actual expenses;
6. Provide a proposed annual budget and contract to the Town of Galena by April 15th for the Town's use in its annual budget process;

EXHIBIT C

Additional Services not included in the monthly rate schedule

1. Performing construction repairs to piping as a result of water main breaks, force main failures, and sewer line collapses.
2. Environmental cleanup of reportable spills
3. Infiltration Inflow Monitoring
4. Construction Inspection and Contract Management
5. Development Plan Review
6. Installation of new and replacement Services
7. Sewer Cleaning
8. Water Meter Reading.
9. Fire Flow testing.

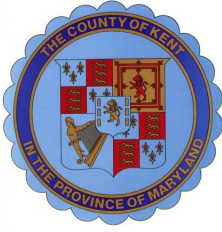
These additional services may be requested in writing by the Town. The County can provide a quote for approval before performing additional services.

EXHIBIT D

Fee Schedule for Equipment Use Outside the Scope of the Basic Agreement

Equipment	Rate/Day	*Mileage, \$/mile
Pumper Truck	250.00	0.58
Sewer Jetter	150.00	0.58
Heavy-Duty Pickup w/crane	100.00	0.58
5-ton Dump	200.00	0.58
Backhoe w/trailer (does not include hauling dump truck)	250.00	0.58
Double Axle Trailer (does not include hauling dump truck)	120.00	0.58
Roll-Off Dumpster w/truck	300.00	0.58
Skid Steer w/ Trailer (does not include hauling dump truck)	200.00	0.58
Mini-vac Pickup	150.00	0.58
Landscape Trailer (does not include hauling dump truck)	60.00	0.58

*Mileage will be based on standard current mileage rate. The rate listed is the current rate and is subject to change.



Water and Wastewater Division 7/11/2023 County Commissioners Meeting

Item Summary:

Town of Rock Hall Wastewater Treatment Agreement Extension

ATTACHMENTS:

Description

07.11.23 First Amendment to Wastewater Treatment Agreement between the Town of Rock Hall and County Commissioners of Kent County, Maryland

FIRST AMENDMENT
to
Wastewater Treatment Agreement between the Town of Rock Hall
and County Commissioners of Kent County, Maryland

This First Amendment to the Wastewater Treatment Agreement (this "Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between the Town of Rock Hall ("Town") and County Commissioners of Kent County, Maryland ("County").

RECITALS

WHEREAS, the Town and County are parties to a Wastewater Treatment Agreement (the "Agreement"), attached as Exhibit A, effective July 1, 2003, with an expiration date of June 30, 2023; and

WHEREAS, it is in the best interest of both parties to extend the Agreement to allow time to investigate future operating and debt service costs and capacity allocations associated with ongoing improvements to the wastewater treatment facility; and

WHEREAS, Section 7.b. of the Agreement states, "The parties may agree to extend the Term of this Agreement, subject to terms and conditions acceptable to both parties"; and

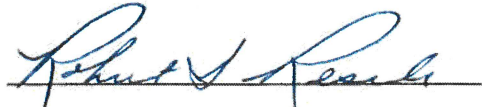
WHEREAS, all other terms and conditions set forth within the Agreement are to be honored and remain unchanged.

NOW THEREFORE, in consideration of the following recitals, which are not merely prefatory but are a substantive part of this Amendment, the Town and County hereby agree that the term of the Agreement is to be extended by one (1) full calendar year, ending on June 30, 2024.

END OF AMENDMENT. SEE NEXT PAGE FOR SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

ATTEST/WITNESS:



Robert S. Resele, Town Manager

TOWN OF ROCK HALL:

By: 

James Cook

Mayor, Town of Rock Hall

Date: 7-5-23

ATTEST/WITNESS:



KENT COUNTY, MARYLAND:

By: 

Ronald H. Fithian

President, County Commissioners of Kent County,

Maryland

Date: 07/11/23

WASTEWATER TREATMENT AGREEMENT
between
TOWN OF ROCK HALL
and
COUNTY COMMISSIONERS OF KENT COUNTY

THIS WASTEWATER TREATMENT AGREEMENT (the "Agreement") is made by and between the TOWN OF ROCK HALL (the "Town"), an incorporated municipality lawfully created in Kent County, Maryland, and the BOARD OF COUNTY COMMISSIONERS FOR KENT COUNTY (the "County"), a political subdivision and a body politic of the State of Maryland, and shall be effective for the fiscal year commencing on July 1, 2003.

RECITALS

WHEREAS, the Town and the County each currently own and operate sewage treatment and disposal facilities for the benefit of the citizens who live within their respective jurisdictional borders; and

WHEREAS, in 1992 the Town and the Kent County Sanitary District, Inc. (the "Commission") entered into an agreement providing for the expansion of the Town's waste water treatment plant (the "WWTP") for the benefit of the residents in the Spring Cove/Green Lane Service Area of the Commission, which agreement was subsequently amended by the Town and Commission in the years 1993, 1995, 1998, and 2000; and

WHEREAS, in 1993 the Town and the Commission entered into an agreement providing for the expansion of the Town's WWTP for the benefit of the residents in the Piney Neck/Skinners Neck/Wesley Chapel Service Area of the Commission, which agreement was subsequently amended by the Town and Commission in 1997; and

WHEREAS, the County, pursuant to the provisions of Maryland Code Article 25B, Section 13E and the Code of Public Local Laws of Kent County, Chapter 161 in 2000, abolished the Commission and the County assumed all responsibility for management of water and sewer services in the unincorporated areas of Kent County; and

WHEREAS, on March 3, 2003, the Town's Mayor and Council authorized the County to divert sewage flow from the County's Edesville Service Area for treatment at the Town's WWTP, subject to a written agreement with terms and conditions acceptable to both parties; and

WHEREAS, by letter dated May 20, 2003, the Kent County Health Department reported to the County the results of a sanitary survey involving the area of Allen's Lane and Gray's Inn, and advised the County that (i) of the 33 residences in the study area, 32 have septic systems that are either non-existent or failing by direct surface discharge; (ii) the soil conditions and high water table in the area preclude the installation of individual on-site sewage disposal systems, and (iii) in the interest of public health, the extension of public sewer service to the area is imperative.

WHEREAS, the Town and County deem it in their respective best interests to revise, update and consolidate all of the existing wastewater treatment agreements and to enter into this new Agreement defining and clarifying the sharing of costs between the Town and County for wastewater treatment for the County's Piney Neck, Skinners Neck, Wesley Chapel, Spring Cove, Green Lane, Edesville, and Allen's Lane Service Areas (collectively, the "County Service Areas").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Section 1. Construction of Sewerage System. Prior to the date of this Agreement, the County, at its own cost and expense, and with the consent of the Town, designed, constructed and maintained such sewerage system improvements as the County deemed advisable to provide the treatment capacity required for the Town's treatment of sewage from the County Service Areas, and such construction by the County resulted in the maximum allocation provided for in Section 3.

Section 2. County Payment. The County agrees to compensate the Town for receiving and treating sewage generated in the County Services Areas at the Town's WWTP, based upon the following:

(a) The County will pay to the Town an amount based on a cost per equivalent dwelling unit formula; which "County Payment Formula" is specified in Exhibit No. 1 attached to this Agreement and incorporated herein by reference.

(b) The County will make the payments required under this Agreement to the Town quarterly, and without demand, on the first day in the months of May, August, November, and February. The parties agree that the Town will not assess any interest charges for late payment against the County.

(c) The parties agree that the County Payments are to be made to the Town regardless of whether or not the County has actually collected any monies from the users/units connected throughout the County Services Areas.

(d) The County shall have the right to set and define the rate structure for users in the County Service Areas.

(e) It is understood that the WWTP Costs will be evaluated at least annually, and that any increase or decrease in the WWTP Cost per EDU will be based upon an actual increase or decrease in the Town's expenses related to the WWTP and/or upon an increase or decrease in the total number of EDUs connected to the Town's WWTP system.

Section 3. Growth Capacity. The Town shall provide the County with a maximum allocation of 153,200 gallons per day ("gpd") average daily flow at the WWTP for use in the County Service Areas. The County may request additional flow allocations beyond the maximum 153,200 gpd, and the Town may provide additional allocations to the County as follows:

(a) should any property within the County Service Areas be annexed into the Town, the Town may provide the County with an additional number of allocations equal to those EDUs annexed into the Town;

(b) additional allocation may be provided by the Town to the County subject to terms and conditions negotiated by the parties and in writing as an amendment to this Agreement or a separate agreement;

(c) in evaluating any proposed increase in the maximum County allocation, consideration will be given by the Town to overall WWTP capacity, applicable land use policies and regulations, pending development projects, operating and capital costs, and the overall best interests of the Town;

(d) in no event shall the Town be obligated to increase the maximum allocation available to the County under this Agreement.

Section 4. Maintenance, Ownership and Operation.

(a) In consideration of the County Payment and Administrative Premium provided for under this Agreement, the Town agrees to accept and treat the sanitary sewage (wastewater) from the County Services Areas.

(b) The County will administer all billing to the residents and users within the County Service Areas, including the collection of commercial fees and special assessments, if any.

(c) The County shall own, maintain and operate the sewage collection systems in the County Service Areas. In the case of the Piney Neck/Skinners Neck/Wesley Chapel Service Areas, the County's ownership and maintenance responsibility shall terminate at the point where the force main exits the flow meter vault at the Town's WWTP. In the case of the Spring Cove/Green Lane Service Areas, the County's ownership and maintenance responsibility shall terminate at the point where the County's force main enters the Town's manhole. The Town shall retain full ownership and maintenance responsibility of the WWTP and all remaining lines within the corporate limits of the Town.

Section 5. Inspection of Records and Books. The parties agree that the Town shall have the right, at any time during business hours, upon reasonable notice, to inspect the pertinent records of the County, and the County shall have the right, at any time during business hours, upon reasonable notice, to inspect the pertinent records of the Town.

Section 6. Wastes Discharged Into System.

(a) The County shall discharge only residential wastes of the same strength as that in normal domestic sewers into the Town's system.

(b) The parties agree that should industrial users or other users generating high-strength waste be connected to the public sewer system, appropriate action will be taken to adopt necessary ordinances and/or regulations to provide for a high-strength waste surcharge and industrial pretreatment program in accordance with State and federal law.

Section 7. Term.

(a) The term of this Agreement shall be for twenty (20) years, commencing on July 1, 2003 and ending on June 30, 2023 (the "Term"), unless otherwise sooner terminated. This Agreement may be terminated by mutual agreement of the parties.

(b) The parties may agree to extend the Term of this Agreement, subject to terms and conditions acceptable to both parties. Any renewal shall be in writing and signed by the Town and the County.

(c) The parties agree to jointly and periodically review and reevaluate this Agreement at least every five (5) years throughout the Term, and additionally as needed.

Section 8. Miscellaneous.

(a) Amendment. This Agreement may be amended at any time by the mutual agreement of the parties. Any amendments to this Agreement must be in writing.

(b) Severability. Should any portion of this Agreement be determined to be inconsistent with federal, state or local law, the remaining provisions will continue to apply and remain in force.

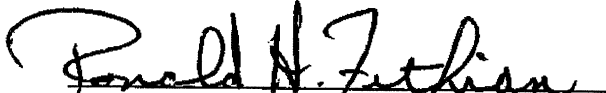
(c) Indemnification. The County shall save and hold harmless from any liability and/or extraordinary expenses incurred by the Town as a result of material introduced into the system from the County Service Areas; and the Town shall save and hold the County harmless from any liability and/or extraordinary expenses incurred by the Town as a result of material introduced into the system by any Town user within the Town limits.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Town and County, and it shall not be amended, altered, or changed except by written agreement signed by the parties.

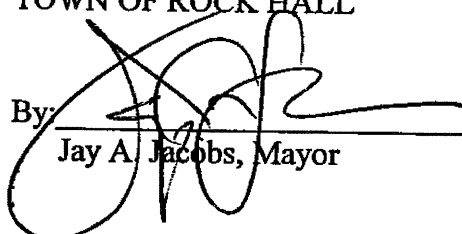
(e) Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

IN WITNESS WHEREOF, the Town of Rock Hall has caused these presents to be executed in its name by its Mayor, duly attested by the Town Manager, and its corporate seal to be hereunto affixed, and County Commissioners of Kent County has caused these presents to be executed in its name by the President of the Board of County Commissioners, and its seal to be hereunto affixed, duly attested by the County Clerk, on this _____ day of _____, 2003.

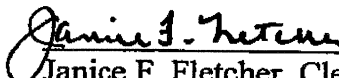
WITNESS/ATTEST:


Ronald H. Fithian, Town Manager

TOWN OF ROCK HALL

By:  (SEAL)
Jay A. Jacobs, Mayor

COUNTY COMMISSIONERS
OF KENT COUNTY


Janice F. Fletcher, Clerk

By:  (SEAL)
William W. Pickrum, President

Exhibit No. 1

County Payment Formula

Defined Terms:

“Administrative Premium” means that amount charged to the County for Town overhead, expenses and liabilities that are not accounted for in the WWTP Costs. The Administrative Premium shall be (i) in addition to the County Payment, (ii) equal to ten percent (10%) of the County Payment, and (iii) payable at the same time any County Payment is remitted to the Town.

“County EDUs” means the total number of Equivalent Dwelling Units serviced by the WWTP in the County Services Areas (Piney Neck, Skinners Neck, Wesley Chapel, Spring Cove, Green Lane, Edesville, and Allen’s Lane/Gray’s Inn) during a fiscal year.

“County Payment” means the annual amount owed by the County to the Town for receiving and treating sewage generated in the County Services Areas at the Town’s WWTP. The County Payment shall be paid to the Town in quarterly installments.

“EDU” or “Equivalent Dwelling Unit” means the equivalent to one residential usage actually connected to the sewer system.

“Town EDUs” means the total number of Equivalent Dwelling Units serviced by the WWTP within the boundaries of the Town during a fiscal year.

“WWTP Costs” means the total expenses incurred by the Town for the operation and maintenance of the WWTP during a fiscal year, according to audited financial statements.

The Formula:

For a given fiscal year:

- a. (Town EDUs) plus (County EDUs) equals (Total EDUs);
- b. (WWTP Costs) divided by (Total EDUs) equals (Cost Per EDU);
- c. (Cost Per EDU) multiplied by (County EDUs) equals (County Payment);
- d. (County Payment) multiplied by .10 (10%) equals (Administrative Premium);
- e. ((County Payment) plus (Administrative Premium)) divided by 4 equals the amount to be remitted by the County to the Town on a quarterly basis.

Example of County Payment Formula (for illustrative purposes only):

For Fiscal Year 2003 (July 1, 2003 to June 30, 2003)

- a. $953 + 615 (366 \text{ WC/PN/SN} + 86 \text{ SC/GL} + 97 \text{ E'ville} + 66 \text{ AL}) = 1,568$
- b. $\$205,882 \div 1,568 = \131.30
- c. $\$131.30 \times 615 = \$80,749.50$
- d. $\$80,749.50 \times .10 = \$8,074.95$
- e. $(\$80,749.50 + \$8,074.95 = \$88,824.45) \div 4 = \$22,206.11$ quarterly payment



Lance Young, Esquire. MacLeod Law Group, LLC
7/11/2023
County Commissioners Meeting

Item Summary:

Request for Review

ATTACHMENTS:

Description



Clifford Coppersmith, Ph.D, President, Chesapeake College
7/11/2023
County Commissioners Meeting

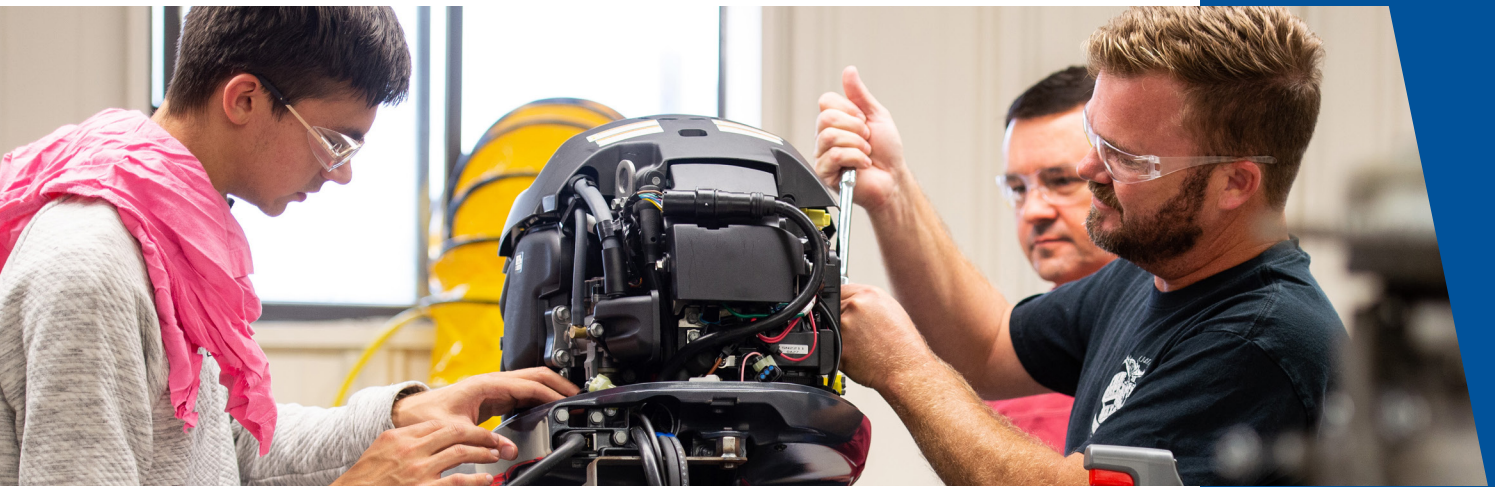
Item Summary:

FY2024 Revised Budget Proposal

ATTACHMENTS:

Description

Chesapeake College REVISED Budget Book FY24



REVISED BUDGET PROPOSAL | FISCAL YEAR 2024



Your time. Your place.
Chesapeake College

P.O. Box 8 | Wye Mills, MD 21679 | www.chesapeake.edu

President's Message

The college is pleased to report an increase in FY 2024 State funding of \$1,883,004 resulting from the Senator John A. Cade Funding Formula & Budget Reconciliation & Financing Act: FY 2024.

The college's budget development committee met to prepare the revised budget plan for FY 2024 presented in this document.

The leadership, staff, faculty, and students of the College appreciate the financial support of our counties. That support makes possible our vital mission—providing education and economic development so people in our region can support their families and live better lives.

The revised budget proposal does not require any additional support from the college support counties.

A top priority in the revised budget is to fund an across the board salary increase for all faculty and staff of 3%. The college continues to experience challenges retaining our highly skilled and proficient workforce as well as successfully bringing new employees to the College to maintain high demand areas in operations and instruction. The revised FY2024 budget also includes four new positions. Two of the new positions support the increasing grant activity for the college. The other new positions are a welding full time instructor and an Assistant Director of Public Safety.

As part of this revised FY 2024 Budget proposal, the college is also requesting use of the college fund balance for one project. This request for project funding will enable the college to specifically address items identified during our Active Shooter Drills on both the Cambridge campus and the Wye Mills campus.

Thank you for your regional leadership, careful stewardship, and consideration. On behalf of our faculty, staff, students, and the distinguished members of our Board of Trustees it is our privilege to serve this community, and my pleasure to present this year's revised budget proposal.

Clifford P. Coppersmith, Ph.D.
President
April 2023

Budget Highlights for FY2024

Projected FY 2024 Revenue Increases:

Government:

Projected increase in State of Maryland Support above original FY2024 budget **\$1,488,189.00**
(\$1,883,004 total State Support increase less \$394,815 included in original FY2024 budget)

Tuition and Fee changes

Rescind Tuition and Fee increase **(\$143,529.00)**
Rescind Online Course Fee incorporated with Consolidated Student Fee **(\$38,971.00)**

Other revenue changes:

Shore Health Systems - Allied Health Program support new MOU starting July 1, 2023 **(\$148,194.00)**

Total Other **(\$148,194.00)**

Net change (Projected Revenue increase) **\$1,157,495.00**

Expense changes:

Enrollment Growth/Retention & Student Success Expenses

New Welding instructor(includes fringe) \$76,302.00
Additional funding for Health Career day functions \$3,754.00
Dean of Students new cost center budget: office supplies, travel, dues, mileage, phone and postage \$6,000.00
Student Services and Enrollment Management temporary salary expense and travel expenses \$16,200.00

Enrollment Growth/Retention & Student Success Expenses **\$102,256.00**

Other Human Resources Expenses

Grants Coordinator/Writer new position (includes fringe) \$89,019.00
Grants Accounting Manager new position (includes fringe) \$76,302.00
Assistant Director-Public Safety (includes fringe) \$84,624.00
Estimated Public Safety temporary wage expense savings **(\$15,000.00)**
Voluntary Retirement Incentive Program rescinded \$271,629.00
Faculty/Staff across the board 3% salary increase \$533,426.00
Estimated Nursing temporary wage expense savings **(\$5,000.00)**
Vacant Nursing Instructor position removed from budget **(\$71,135.00)**

Other Human Resources Expenses **\$963,865.00**

Other Mandatory Expense Increases

*Software for IT Help Desk and Facilities Management \$20,000.00
*KnowBe4 Software security training \$8,146.00
*Nuventive Assessment Software contract change for Enhanced Platform \$11,200.00
*NACCE membership fee \$900.00
*FY2024 voluntary cost center pullbacks reinstated \$51,128.00

Other Mandatory Expense Increases (Cost of Doing Business) **\$91,374.00**

Net Expense Changes **\$1,157,495.00**

*Mandatory increases related to increase costs of doing business

Chesapeake College
Operating Fund
Revenue Comparisons

FY 2024 Board of Trustees Authorized Budget and FY 2024 Revised Budget Request

	FY 2024 Authorized Budget	FY 2024 Revised Requested Budget	Original FY 2024 - FY 2024 Revised \$ change	FY Original 2024 - Revised 2024 % change
Government County	\$6,997,654	\$6,997,654	\$0	0.00%
State	\$9,684,586	\$11,172,775	\$1,488,189	15.37%
Total Government	\$16,682,240	\$18,170,429	\$1,488,189	
Non Government Student Tuition & Fees	\$7,550,520	\$7,368,020	-\$182,500	-2.42%
Other	\$1,784,642	\$1,784,642	\$0	0.00%
University of MD Regional Shore Health	\$648,194	\$500,000	-\$148,194	-22.86%
Total Non Government	\$9,983,356	\$9,652,662	-\$330,694	-3.31%
Total	\$26,665,596	\$27,823,091	\$1,157,495	4.34%

**Chesapeake College
Operating Budget
Object Comparisons
FY 2023 Authorized Budget / FY 2024 Revised Budget Details**

OBJECT	Authorized FY2024	Revised FY2024	Authorized FY2024 - Revised FY2024 Change	% Change by Object
COMPENSATION				
Salaries	\$16,284,322	\$17,238,570	\$954,248	5.86%
Benefits	\$4,072,928	\$4,180,003	\$107,075	2.63%
Total Compensation	\$20,357,250	\$21,418,573	\$1,061,323	5.21%
OTHER OBJECTS				
Cont. Servs.	\$1,583,767	\$1,597,962	\$14,195	0.90%
Supplies/IT Cloud Services	\$1,880,215	\$1,938,001	\$57,786	3.07%
Communication	\$218,863	\$226,000	\$7,137	3.26%
Dues/Training	\$594,836	\$611,390	\$16,554	2.78%
Scholarships	\$156,512	\$156,512	\$0	0.00%
Utilities	\$502,420	\$502,420	\$0	0.00%
Fixed	\$288,308	\$288,308	\$0	0.00%
Other	\$917,625	\$918,125	\$500	0.05%
Equipment	\$165,800	\$165,800	\$0	0.00%
Total Other Objects	\$6,308,346	\$6,404,518	\$96,172	1.52%
TOTAL	\$26,665,596	\$27,823,091	\$1,157,495	4.34%

Chesapeake College

Revised FY 2024 Board Budget Approvals Required

1 - FY 2023 Revised Operating Budget by Function

Instruction	\$13,415,110
Community Services	13,831
Academic Support	2,134,592
Student Services	2,465,694
Institutional Support	7,188,339
Plant Operations	2,516,913
Scholarship	<u>88,612</u>
Total Authorization	\$27,823,091

Total Authorization \$27,823,091

***County Contribution \$6,997,654**
 (No change in County
 Contribution in Revised Budget)

2 – One Time Fund Balance Request

* Fund Balance Project Plan (See attached)

Total Authorization

\$50,000

3 – Salary Scales Faculty/Staff

4 - Adjunct Pay Scales

4 - New Operating Fund Positions

FY2024

Grants Specialist
 Grants Accounting Manager
 Assistant Director of Public Safety
 Welding Instructor

5 – Revised FY2024 Auxiliary Services Funds

\$1,029,725

FY 2024 New Position Authorization (Revised Budget)

Grants Specialist

Reporting to the Director of Development and the Executive Director of the Chesapeake College Foundation, this position directs efforts in planning, organizing, writing, and assisting with grant management for the College. Duties may include, but are not limited to, identifying funding sources, writing and submitting proposals, and writing post-award narrative reports. This position also provides writing support for the Chesapeake College Foundation.

Grants Accounting Manager

This position is responsible for planning, organizing and managing the grant functions in Financial Services. Responsible for providing strategic day-to-day leadership in the grant accounting area to include grants management, procurement, account reconciliations and fiscal monitoring.

Assistant Director of Public Safety

The Assistant Director is a key role in the overall public safety program and works collaboratively with other divisions, departments and units within the campus community. The position assists the Director of Public Safety in overseeing the security and safety operations of the college. The position is responsible for all Special Police Commission Training requirements and all Handgun Training requirements as required by the Maryland Police and Correctional Training Center. The position is responsible for maintaining all emergency equipment to meet OSHA/MOSHA Standards. The position is responsible for the development and delivery of training programs and safety initiatives that enhance the college's hazard mitigation, preparedness and emergency services response capabilities for all faculty, staff and students to be in compliance with all applicable laws and regulations. The position will act as the Acting Director of Public Safety in the Director's absence.

Welding Instructor

Reports to the Trades Program Director. Responsible for curriculum development and delivery for primarily non-credit Welding & Fabrication classes. Coordinates activities of the Welding Trailer. Performs other duties as assigned by immediate or appropriate supervisor. Assists in the marketing of and recruitment for these programs as well as the hiring, training and evaluating of adjunct faculty members in these disciplines.

FY 2024 One Time Fund Balance Request
Request to Board of Trustees and Support Counties
Summary Project Descriptions

Interior Door Lock Replacements

Consistent door locking mechanisms across campus have become a priority safety issue. All doors should have interior locks, either push button or turn knobs, so the occupant of the room knows without a doubt that the room will be secure when they close the door. Safe Room doors should all lock the same way and not all the safe rooms on campus currently do. This project is an estimate for replacing and updating interior door locks on both the Wye Mills and Cambridge campuses. This project when completed will provide secure locks for all doors for the safety of our faculty, staff and students.

Amount of Request: \$50,000

Total Fund Balance Request \$50,000

FY2024 Salary Scale with 3% increase

STAFF			
Grade	Minimum	Midpoint	Maximum
S1	\$ 24,720	\$ 32,136	\$ 39,552
S2	\$ 26,203	\$ 34,064	\$ 41,925
S3	\$ 27,775	\$ 36,108	\$ 44,441
S4	\$ 29,442	\$ 38,274	\$ 47,107
S5	\$ 31,208	\$ 40,571	\$ 49,933
S6	\$ 33,081	\$ 43,005	\$ 52,929
S7	\$ 35,066	\$ 45,586	\$ 56,105
S8	\$ 37,170	\$ 48,321	\$ 59,472
S9	\$ 39,400	\$ 51,220	\$ 63,040
S10	\$ 41,764	\$ 54,293	\$ 66,822
S11	\$ 44,270	\$ 57,551	\$ 70,832
S12	\$ 46,926	\$ 61,004	\$ 75,082
S13	\$ 49,741	\$ 64,664	\$ 79,586
S14	\$ 52,726	\$ 68,544	\$ 84,362
S15	\$ 55,890	\$ 72,656	\$ 89,423
S16	\$ 59,243	\$ 77,016	\$ 94,789
S17	\$ 62,797	\$ 81,637	\$ 100,476
S18	\$ 66,565	\$ 86,535	\$ 106,505

DIRECTOR			
Grade	Minimum	Midpoint	Maximum
D1	\$ 57,783	\$ 75,118	\$ 92,453
D2	\$ 63,561	\$ 82,630	\$ 101,698
D3	\$ 69,917	\$ 90,893	\$ 111,868
D4	\$ 76,909	\$ 99,982	\$ 123,055

ADMINISTRATOR			
Grade	Minimum	Midpoint	Maximum
AD1	\$ 71,688	\$ 93,194	\$ 114,701
AD2	\$ 78,857	\$ 102,514	\$ 126,171
AD3	\$ 86,742	\$ 112,765	\$ 138,788

DEAN			
Grade	Minimum	Midpoint	Maximum
DN1	\$ 79,825	\$ 103,773	\$ 127,720
DN2	\$ 87,808	\$ 114,150	\$ 140,492

VICE PRESIDENT			
Grade	Minimum	Midpoint	Maximum
AVP1	\$ 111,697	\$ 134,036	\$ 156,375
VP1	\$ 122,866	\$ 147,439	\$ 172,013

IT Plan			
Grade	Minimum	Midpoint	Maximum
T1	\$ 32,136	\$ 42,580	\$ 53,024
T2	\$ 35,350	\$ 46,838	\$ 58,327
T3	\$ 38,885	\$ 51,522	\$ 64,160
T4	\$ 42,773	\$ 56,674	\$ 70,575
T5	\$ 47,050	\$ 62,342	\$ 77,633
T6	\$ 51,755	\$ 68,576	\$ 85,396
T7	\$ 56,931	\$ 75,433	\$ 93,936
T8	\$ 62,624	\$ 82,977	\$ 103,330
T9	\$ 68,886	\$ 91,274	\$ 113,663
T10	\$ 75,775	\$ 100,402	\$ 125,029
T11	\$ 83,353	\$ 110,442	\$ 137,532
T12	\$ 91,688	\$ 121,486	\$ 151,285
T13	\$ 100,857	\$ 133,635	\$ 166,413
T14	\$ 110,942	\$ 146,998	\$ 183,055
T15	\$ 122,036	\$ 161,698	\$ 201,360

Faculty Plan			
Standard Faculty Pay Plan			
Grade	Minimum	Midpoint	Maximum
AI10	\$ 39,552	\$ 51,418	\$ 63,283
AI12	\$ 47,586	\$ 61,862	\$ 76,138
IN10	\$ 47,380	\$ 61,594	\$ 75,808
IN12	\$ 58,607	\$ 76,189	\$ 93,771
AS10	\$ 51,191	\$ 66,548	\$ 81,906
AS12	\$ 62,624	\$ 81,411	\$ 100,198
AP10	\$ 57,165	\$ 74,315	\$ 91,464
AP12	\$ 70,246	\$ 91,320	\$ 112,394
PF10	\$ 66,126	\$ 87,617	\$ 109,108
PF12	\$ 79,928	\$ 105,905	\$ 131,881

Enhanced Faculty Pay Plan			
Grade	Minimum	Midpoint	Maximum
E-AI10	\$ 43,507	\$ 56,559	\$ 69,612
E-AI12	\$ 52,345	\$ 68,048	\$ 83,751
E-IN10	\$ 52,118	\$ 67,753	\$ 83,389
E-IN12	\$ 64,468	\$ 83,808	\$ 103,148
E-AS10	\$ 56,310	\$ 73,203	\$ 90,096
E-AS12	\$ 68,886	\$ 89,552	\$ 110,218
E-AP10	\$ 62,882	\$ 81,746	\$ 100,610
E-AP12	\$ 77,271	\$ 100,452	\$ 123,633
E-PF10	\$ 72,739	\$ 96,379	\$ 120,019
E-PF12	\$ 87,921	\$ 116,495	\$ 145,069

*Classifications assigned to this pay plan may change over time based on market conditions and the College's needs.

Chesapeake College
Proposed FY 2024
Credit Adjunct Faculty Pay Scales

Rank	Pay per faculty load hour	To qualify for this rank, a candidate shall satisfy these requirements:
*Adjunct I	\$797	The minimum requirements for teaching in the discipline.
**Adjunct II	\$847	The recommendation of the department chair or the dean under whom the adjunct serves <u>and</u> one of the following: 1. Doctorate + min. 15 semester hours teaching <u>at the collegiate level</u>. 2. Master's degree + min. 30 semester hrs teaching <u>at collegiate level</u>. 3. Bachelor's degree + min. 45 semester hrs. teaching <u>at the collegiate level</u>. 4. Associate degree + min. 60 semester hours teaching <u>at collegiate level</u>. 5. Min. of 9 yrs related technical experience in business and industry + min. of 60 semester hours teaching at collegiate level.
***Emeritus	\$873	Official emeritus status as a retired full time Chesapeake College faculty member.

Independent Study: \$515 minimum. \$129 per credit hour per student up to the Adjunct Faculty Salary Schedule.

*Represents a \$23 per faculty load hour increase proposed for FY2024

** Represents a \$25 per faculty load hour increase proposed for FY2024

*** Represents a \$25 per faculty load hour increase proposed for FY2024

Proposed FY2024 Adjunct pay scale represents a 3% increase over FY2023 rates.

FY2023 there were no changes to Adjunct faculty pay scales

FY2022 Adjunct faculty pay scales were increased 4%

Chesapeake College
Revised FY 2024 County Budget Approvals Required

1 - FY 2023 Revised Operating Budget by Function

Instruction	\$13,415,110
Community Services	13,831
Academic Support	2,134,592
Student Services	2,465,694
Institutional Support	7,188,339
Plant Operations	2,516,913
Scholarship	<u>88,612</u>
Total Authorization	\$27,823,091

Total Authorization \$27,823,091

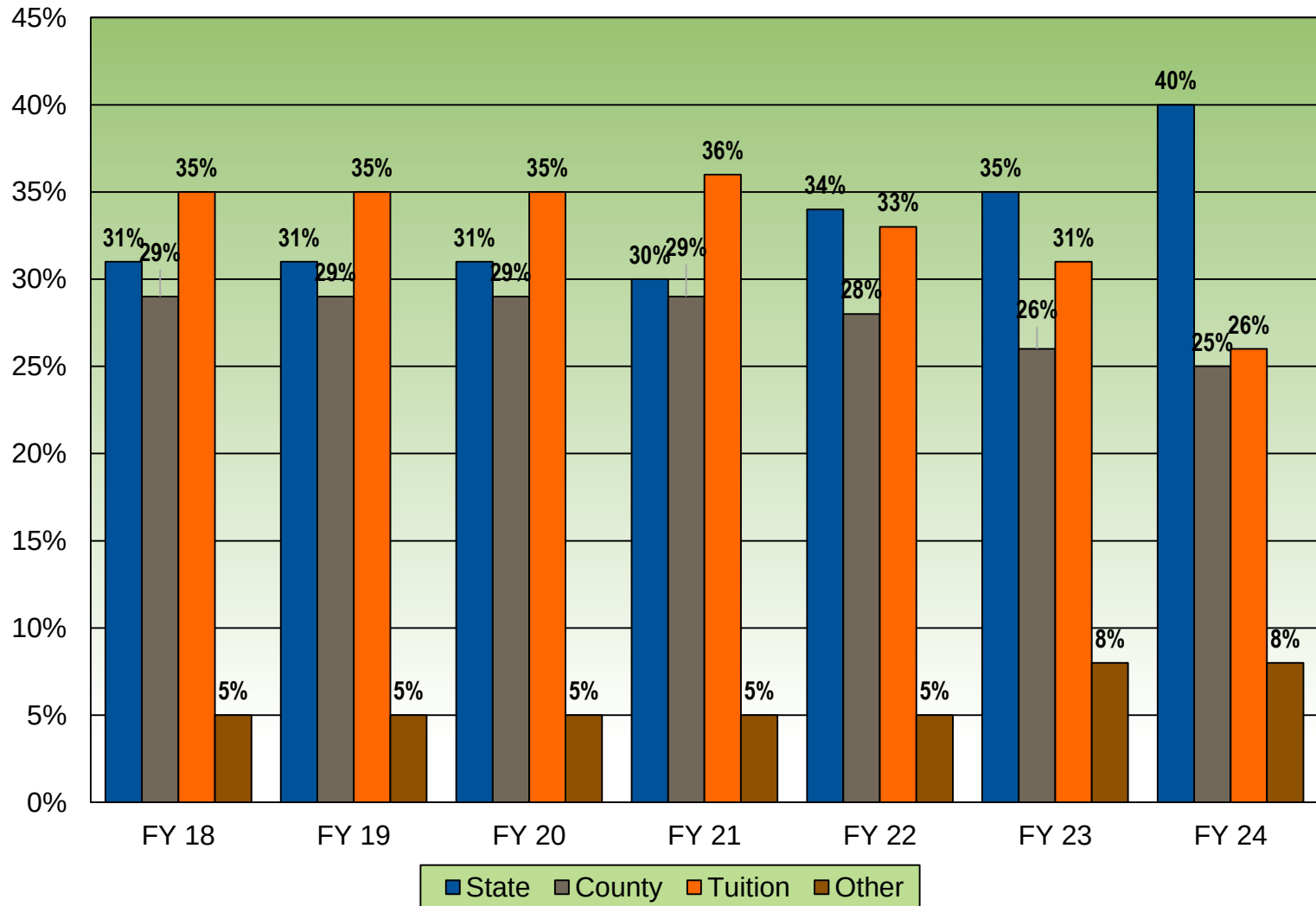
***County Contribution \$6,997,654**
(No change in County
Contribution in Revised Budget)

2 – One Time Fund Balance Request

* Fund Balance Project Plan (See attached)

Total Authorization \$50,000

Operating Budget Sources of Revenue



Chesapeake College
Operating Budget Request Details
by Function and Object
Revised Budget FY 2024

OBJECT	INSTRUCTION	COMMUNITY SERVICES	ACADEMIC SUPPORT	STUDENT SERVICES	INSTITUTIONAL SUPPORT	PLANT OPERATION	SCHOLARSHIP	TOTAL
COMPENSATION								
Salaries	\$8,864,943	\$6,300	\$1,512,889	\$1,720,528	\$4,091,623	\$1,042,287	\$0	\$17,238,570
Benefits	\$2,046,492	\$531	\$363,848	\$444,964	\$1,022,094	\$302,074	\$0	\$4,180,003
Total Compensation	\$10,911,435	\$6,831	\$1,876,737	\$2,165,492	\$5,113,717	\$1,344,361	\$0	\$21,418,573
OTHER OBJECTS								
Cont. Servs.	\$448,666	\$500	\$135,823	\$50,846	\$732,973	\$229,154	\$0	\$1,597,962
Supplies	\$889,824	\$1,500	\$42,027	\$27,514	\$690,471	\$286,665	\$0	\$1,938,001
Communication	\$6,965	\$0	\$1,225	\$8,539	\$204,847	\$4,424	\$0	\$226,000
Dues/Training	\$167,545	\$0	\$5,670	\$115,385	\$312,940	\$9,850	\$0	\$611,390
Scholarships	\$0	\$500	\$0	\$67,400	\$0	\$0	\$88,612	\$156,512
Utilities	\$0	\$0	\$61,310	\$0	\$0	\$441,110	\$0	\$502,420
Fixed	\$11,000	\$0	\$0	\$28,968	\$66,991	\$181,349	\$0	\$288,308
Other	\$859,675	\$4,500	\$1,000	\$1,550	\$51,400	\$0	\$0	\$918,125
Equipment	\$120,000	\$0	\$10,800	\$0	\$15,000	\$20,000	\$0	\$165,800
Total Other Objects	\$2,503,675	\$7,000	\$257,855	\$300,202	\$2,074,622	\$1,172,552	\$88,612	\$6,404,518
TOTAL	\$13,415,110	\$13,831	\$2,134,592	\$2,465,694	\$7,188,339	\$2,516,913	\$88,612	\$27,823,091

Chesapeake College
Revised
Auxiliary Funds FY 2024

Chesapeake College operates several auxiliary units. In governmental accounting, these funds are sometimes referred to as enterprise funds. They are self-supporting operations that provide services related to the college mission, but independent of the current unrestricted operating funds. As a group, they must generate enough revenue to cover their expenses. The College Board of Trustees annually approves the college's Auxiliary Budgets and monitors the operational and financial performance of the funds. The Eastern Shore Higher Education Center is also reported in this fund.

Events Management (includes the Performing Arts Center): The Events Management Auxiliary is under the direction of the college's Director of Performing Arts Center. The across the board FY 2024 salary increase of 3% (including Fringe) is approximately \$2,200.

Eastern Shore Higher Education Center

The Eastern Shore Higher Education Center is under the direction of the college's Executive Director of the Higher Education Center. The across the board FY2024 salary increase of 3% (including Fringe) is approximately \$4,900.

**Chesapeake College
Auxiliary Services
FY 2024 Revised Budget Details**

	Athletics	Bookstore	Food Services	Events Management	Student Activities	Eastern Shore Higher Ed Ctr	Total
##EST FUND BALANCE @ 6/30/23	0	172,447	118,248	78,717	135,776	113,369	618,557
FUND SOURCES							
Sales	11,500	20,000	0	35,000			66,500
Fees/Tuition	187,805				86,935		274,740
Other	5,000			90,000	19,449	326,512	440,961
Donations				10,000			
Rent	13,000			40,000		97,336	150,336
Total Fund Sources	217,305	20,000	0	175,000	106,384	423,848	942,537
FUND APPLICATIONS							
Salary	39,600			120,298	19,500	168,172	347,570
Benefits	3,329			18,798	1,568	43,356	67,051
Total Compensation	42,929	0	0	139,096	21,068	211,528	414,621
Contract Services	32,200			23,250	35,500	85,500	176,450
Supplies/Materials	40,600			16,000	5,165	32,893	94,658
Communications	1,200			750	3,000	10,500	15,450
Dues/Training/Travel	102,195			1,800	12,817	13,900	130,712
Scholarships	200				0		200
Other		1,000		500	100,449	74,800	176,749
Furniture/Equipment	13,500			4,000	3,385		20,885
Total Other Objects	189,895	1,000	0	46,300	160,316		397,511
Total Expenditures	232,824	1,000	0	185,396	181,384	429,121	1,029,725
Surplus(Deficit)	(15,519)	19,000	0	(10,396)	(75,000)	(5,273)	(87,188)
EST FUND BALANCE @ 6/30/24	(15,519)	191,447	118,248	68,322	60,776	108,096	531,369

This estimated balance is the budgeted (decrease) increase FY 2023 budget plus the 6/30/22 sub fund actual balance

Note

Athletics Auxiliary includes \$20,000 for Regional/National Tournament travel

Student Activities 'Other' includes \$75,000 for replacement of HEERF funding for student needs

Eastern Shore Higher Ed. Ctr. beginning FY2024 fund balance reflects FY2023 fund balance transfer for M&R project for new roof/HVAC in the amount of \$768,186

Chesapeake College
Operating Fund Balance Recap

Operating Fund Balance 6/30/22	\$ 6,701,582.00
Less: Board Designated Medical Fund Balance	\$ (832,883.00)
Total Undesignated Operating Fund Balance 6/30/22	<u>\$ 5,868,699.00</u>

Less: M&R Fund FY2023 Request	(\$415,000)
Less: Local Match for State Capital Project (LRC Chiller/Roof) FY2023	(\$300,842)
Less: Fund Balance Project Request FY2023-Queen Anne Tech. Building Program Statement	(\$50,000)
Less: Fund Balance Project Request FY2023-Applicant Tracking Software	(\$50,000)
Fund Balance Request approved for FY2023	\$ (815,842.00)
Less FY2024 Transfer to M&R Fund	\$ (468,200.00)
Less FY2024 Project fund balance	\$ (450,000.00)
Less FY2024 Door Lock fund balance	\$ (50,000.00)
Total Undesignated Operating Fund Balance	<u>\$ 4,084,657.00</u>

FY2024 Proposed Revised Operating Budget	\$ 27,823,091.00
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Remaining Fund
Balance as a
Percent of
Operating Budget
after Current One
Time Fund Balance
14.7% Request



Environmental Operations Division

7/11/2023

County Commissioners Meeting

Item Summary:

Maryland Environmental Service, Second Amendment to Contract

ATTACHMENTS:

Description

07.11.23 Amendatory Agreement Between Maryland Environmental Service and County Commissioners of Kent County, Second Amendment, Recycling Management Services, MES IGA No. 13-08-06

AMENDATORY AGREEMENT
BETWEEN
MARYLAND ENVIRONMENTAL SERVICE
AND
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

(MES IGA No. 13-08-06)

THIS AMENDATORY AGREEMENT, dated this 11th day of July, 2023, by and between the Maryland Environmental Service, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter referred to as the ("MES")) and the County Commissioners of Kent County, Maryland (hereinafter referred to as the "County").

R E C I T A L S

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter referred to as the ("Agreement")) dated September 7, 2012 and first amended June 28, 2022 for the Midshore Counties to supplement their binding, long-term commitments to MES for the Recycling Management Services; and

WHEREAS, the County and the Service desire to amend the Agreement to modify the existing Agreement; and

WHEREAS, both the MES and the County consent to enter into this second AMENDMENT of the Agreement; and

NOW, THEREFORE, for and in consideration of the premises and agreements herein set forth, the parties hereto agree to amend the Agreement as follows:

I. AMENDMENTS

1. The **term** of the extension shall be from July 1, 2023, to June 30, 2032.
2. **Recitals, Paragraph 6**, shall be stricken and replaced with: "Whereas, recycling at least 20% by weight of the Counties' annual municipal solid waste streams is currently mandated by the Maryland Recycling Act (Subtitle 17, Title 9 Environment Article of the Annotated Code of Maryland); and,"
3. **Article 1, "Recycling Surcharge Fund"** definition shall be stricken and replaced with: "means the fund established by the collection of the recycling surcharge and other Project Revenues to be used exclusively for recycling activities. This Recycling

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06**

Page 2

Surcharge Fund shall contain an Operating Reserve and a County Surplus Account for each of the four Midshore Counties, including Caroline County, Kent County, Queen Anne's County, and Talbot County."

4. A new definition entitled "**Operating Reserve**" shall be added to **Article 1** that reads as follows: "**Operating Reserve** means an account within the Recycling Surcharge Fund that serves as a financial backstop for the Midshore Regional Recycling Program and which is intended to provide financial resources to keep the Program operational when a Net Operating Loss occurs. The Operating Reserve will be initially funded at the end of fiscal year 2023 using all funds then present in the Recycling Surcharge Fund. If the Operating Reserve balance falls below 35% of the Project Costs estimated in the succeeding year's Annual Budget, the Operating Reserve will be funded by Net Operating Gains. Monthly Net Operating Losses are first funded with any available funds in the Operating Reserve."
5. A new definition entitled "**Net Operating Loss**" shall be added to **Article 1** that reads as follows: "Net Operating Loss means the difference between Project Revenues and Project Costs when that amount is less than zero."
6. Article 1, "**Net Operating Gain**" definition, shall be stricken and replaced with: "Net Operating Gain means the difference between Project Revenues and Project Costs when that amount is more than zero."
7. A new definition entitled "**County Surplus Account**" shall be added to **Article 1** that reads as follows: "**County Surplus Account**" means four accounts within the Recycling Surcharge Fund with one account for each of the four Midshore Counties, including Caroline County, Kent County, Queen Anne's County, and Talbot County from which County Revenue Shares are credited and subsequently disbursed. If the Operating Reserve contains more than 35% of the Project Costs estimated in the succeeding year's Annual Budget at fiscal year-end, these realized Net Operating Gains will be equally distributed as County Revenue Shares between the four County Surplus Accounts of each Midshore County. Deposits into the County Surplus Accounts will occur within thirty (30) calendar days of the date MES receives its final year-end financial audit."
8. **Article 1, "County Revenue Share"** definition shall be stricken and replaced with: "means, for each Midshore County, an amount specified in and accounted for in the County Surplus Account. If a Midshore County seeks from MES a disbursement of its County Revenue Share, a written request will be sent to the Project Manager thirty (30) days prior to the requested disbursement date. If no written request is received seeking disbursement, MES will retain the funds in the County Surplus Account until such time a request is received or until those funds are used to satisfy, in whole or partially, the County Payments."
9. **Article 1, "County Payments"** definition shall be stricken and replaced with: "means the amounts to be paid, or required to be paid, by the County to MES under this Agreement. Upon written request to MES, the County may direct the use of any

AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06
Page 3

available funds within their County Surplus Account to satisfy County Payments wholly or partially.” If no written request is received to use available funds in the County Surplus Account, the County shall remit the full amount invoiced by MES.

10. **Article 3, Section 301, Condition I** shall be stricken and replaced with: “Meet quarterly with the County Recycling Coordinator.”
11. **Article 3, Section 301, Condition K** shall be stricken and replaced with: “To the extent funds are available in the Recycling Surcharge Fund, and as jointly agreed to by the Parties, provide the services that are identified in Attachment A, which may be altered or amended from time to time.”
12. **Article 3, Section 301, Condition L** shall be stricken and replaced with: “To the extent funding is available in a county’s County Surplus Account, at any time, pay to the requesting County, within 30 (thirty) days of their written request, their County Revenue Share.”
13. **Article 5, Section 503, Recycling Surcharge Fund** shall be stricken and replaced with the following:

“MES shall maintain and establish within its own books and records the Recycling Surcharge Fund as a discrete fund for the purpose of recording all financial transactions related to the provision of Recycling Management Services to the Mid-Shore Counties under the Intergovernmental Agreements for Recycling Management Services. All receipts of Project Revenues shall be credited to the Recycling Surcharge Fund, and all Project Costs shall be disbursed from the Recycling Surcharge Fund.

The Recycling Surcharge Fund shall include an Operating Reserve and a County Surplus Account for each of the four Midshore Counties, including Caroline County, Kent County, Queen Anne’s County, and Talbot County.

In fiscal years in which a Net Operating Gain occurs, the Net Operating Gain will first be used to meet the required Operating Reserve of the Recycling Surcharge Fund if the Operating Reserve balance is less than 35% of the estimated Project Costs in the succeeding year’s Annual Budget. No later than 30 days following the completion of the audited financial statements and report for the prior fiscal year, any surplus revenue that remains after the Operating Reserve minimum balance is met shall be distributed to the County Surplus Account and further divided equally into each of the counties’ County Revenue Share.

If a Net Operating Loss occurs, the loss will first be funded by the available balance of the Operating Reserve in the Recycling Surcharge Fund and, secondly, if the Operating Reserve is exhausted, then immediately from Mid-Shore Counties via County Payments.

Moneys credited to the account of the Recycling Surcharge Fund may, for the purpose of investing such moneys, be comingled with moneys of other funds and accounts belonging to MES, provided that any earnings or losses from such

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06**

Page 4

comingled assets are credited and on a pro-rata basis to the Recycling Surcharge Fund. Anything herein to the contrary notwithstanding, the funds held in the Recycling Surcharge Fund shall be used for the purposes specified in this agreement and may not be used by MES or any Midshore County participating in the MRRP for any other purpose.”

14. **Article 5, Section 505, County Payment** shall be stricken and replaced with:

“The amounts MES collects as Project Revenues shall be utilized to offset its Project Costs. Although it historically has not been the case, the County acknowledges that the amounts collected by MES as Project Revenues on rare occasions may not be sufficient to reimburse MES for its full costs in providing Recycling Management Service. Consequently, to the extent Project Costs exceed Project Revenues at the end of the fiscal quarter, the County expressly agrees and acknowledges that, from the Operating Reserve, MES will deduct those funds to pay for any costs MES incurs in providing Recycling Management Services that are in accordance with the Annual Budget and this Agreement. If funds are unavailable in the Operating Reserve to pay all Project Costs, Counties will be invoiced according to their Proportionate Share of any remaining costs. MES agrees that it will cooperate with the County in identifying and implementing reductions in Recycling Management Services in order to reduce Project Costs.

MES shall submit invoices to the County for the County Payment after the end of the fiscal quarter, if necessary. The County shall pay MES, within thirty (30) days of receipt of the invoices or may use available monies in their County Surplus Account. The amount to be paid shall be as set forth in the Annual Budget and this Agreement. Any amounts payable under this Agreement that are not paid when due in accordance with this Agreement shall bear interest at an annual rate (compounded monthly at one and ½ percent (1.5% per month)) equal to eighteen percent (18%). The obligation of the County to pay any amounts due MES hereunder shall not be subject to diminution by reason of any set-off, abatement, counterclaim, existence of a dispute or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the County hereunder or limit recourse against the County.”

15. **Article 5, Section 506, Net Operating Gain, County Revenue Share** shall be stricken and replaced with:

“The Parties contemplate that over the course of a Fiscal Year the Project Revenues may exceed Project Costs, resulting in a Net Operating Gain. Within 30 days following the completion of the audited financial statements and report for the prior fiscal year MES shall provide to the County a statement which shall reflect, for that Fiscal Year, (i) Project Costs, (ii) Project Revenues, (iii) all amounts received as County Payments from all the Midshore Counties, (iv) Net Operating Gain or Losses, and (v) an estimate of the County Revenue Share for each of the Midshore Counties.

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06
Page 5**

MES shall remit, within thirty (30) days following a written request by a County, that County's County Revenue Share from the County Surplus Account. The County agrees that it shall utilize its County Revenue Share to offset costs incurred by the County in providing solid waste management and recycling services to its citizens, such as those activities included in Attachment B."

16. **MRRP Funded Services** have been revised as per Attachment A included herein.

17. **Recycling Activities By Midshore Counties, not directly funded by Midshore Regional Recycling Program** has been revised as per Attachment B included herein.

II. GENERAL

- A. Except as modified by this AMENDMENT, the provisions of the Agreement shall remain in full force and effect.
- B. This AMENDMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to Agreement 13-08-06 dated September 7, 2012, and amended on June 28, 2022 to be executed and delivered as of the date first set forth above.

MARYLAND ENVIRONMENTAL SERVICE

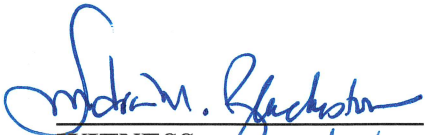
Amanda Cooper
WITNESS

BY: William C. Kessel
WILLIAM C. KESSEL
MANAGER, CONTRACTS ADMINISTRATION

Approved as to form and legal
sufficiency this 28th day of

June, 2023.
Christy Fisher
Assistant Attorney General

AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06
Page 6


WITNESS 07/11/23

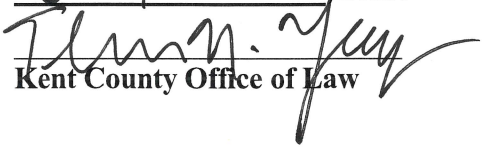
COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND

BY: 

NAME: Ronald N. Fithian

TITLE: President

Approved as to form and legal
sufficiency this 11th day of

July, 2023.

Kent County Office of Law

ATTACHMENT A: MRRP Funded Services for Midshore Counties as of July 1, 2023

The following is a list of services provided to Midshore Counties (Caroline, Kent, Queen Anne's and Talbot) that are funded by the Midshore Regional Recycling Program. These services will only be provided to the extent funds are available, as provided in section 301k of the Agreement.

Recycling Drop-Off Collection Stations: The Midshore Regional Recycling Program provides approximately 35 recycling drop-off stations in the 4-county region that accept six material streams (mixed paper, cardboard, plastic bottles, metal cans and two colors of glass bottles). Approximately 200 steel front-load style recycling bins each with a volume of about 8 cubic yards provide temporary storage of mixed paper, cardboard, plastic bottles and mixed metal can recyclables. An additional 80 steel front-load style recycling bins each with a volume of 3 cubic yards provide temporary storage of clear glass or 4 cubic yards for granular glass (brown & green).

Household Hazardous Waste (HHW) Program: The Midshore Regional Recycling Program funds the HHW program. HHW event frequency is at the discretion of the Mid-Shore counties. The location rotates among the four (4) counties. Materials are collected at no charge to residents include fuels, oil-based paints, stains, acids, bases, lawn and garden pesticides, pool chemicals and fluorescent bulbs.

Electronics Recycling: Computers, peripherals and eligible electronic equipment will be accepted at the Holly Road, Midshore I Homeowner Drop-Offs, and designated County-operated facilities at no charge to residents. Electronics will also be accepted at HHW events that are scheduled periodically and rotate between the four Mid-Shore counties.

Education and Outreach: Midshore Regional Recycling Program staff provides outreach to the community through various avenues. MRRP program materials include the program's website www.menv.com and phone number 443-685-4073.

Administration: MES staff will provide the counties with an Annual Budget and other administrative support for the MRRP.

ATTACHMENT B: Recycling Activities By Midshore Counties, not directly funded by Midshore Regional Recycling Program

The following is a non-comprehensive list of recycling activities by Midshore Counties (Caroline, Kent, Queen Anne's and Talbot) that are undertaken at the county expense, or benefit. These activities are not directly funded by MRRP though some are associated with MRRP programs.

Caroline County:

- Scrap tire recycling at County-owned collection or disposal sites, or via County-based tire cleanup programs.
- Chlorofluorocarbon (CFC) removal from appliances accepted at County-owned collection or disposal sites.
- Recycling or disposal of HHW (Household Hazardous Waste) that is collected outside of MRRP-funded HHW events, except for unsolicited HHW that is discarded by residents at County-operated solid waste sites.
- Collection and transportation of cardboard and scrap metal recycling and associated revenue from 4 Drop-off Stations: Federalsburg (Old Denton Road), Henderson (Melville Road), Preston and Holly Road Homeowner Drop-offs (HODOs).
- Recycling collection from County offices and schools.
- Trash pickup at recycling drop-off stations by County staff, inmate details and community service crews.
- Correspondence and coordination with MRRP regarding programs, events, data and other matters.
- Respond to inquiries from the general public and interested parties.
- Staffing and periodic hosting of HHW/eCycle events.
- Assistance with event recycling requests.
- Grinding of yard waste accepted at County-operated facilities.

Kent County:

- Scrap tire recycling at County-owned collection or disposal sites.
- Chlorofluorocarbon (CFC) removal from appliances accepted at County-owned collection or disposal sites.
- Recycling or disposal of HHW (Household Hazardous Waste) that is collected outside of MRRP-funded HHW events, except for unsolicited HHW that is discarded by residents at County-operated solid waste sites.
- Recycling collection of all materials received at Nicholson Drop-Off Station.
- Consolidation of recyclables generated at Nicholson, delivered by municipalities and recycling firms. Transportation and marketing of non MRRP paper and metal cans.

Transportation of plastic bottles not collected by MRRP to the Midshore II Landfill plastic storage bunkers.

- Coordinating transportation, consolidation and labor and equipment to load out of glass bottles at the Nicholson Drop-Off Station.
- Tracking and reporting weights related to materials handled at Nicholson Drop-Off Station.
- Collection and revenue associated with scrap metal recycling.
- Recycling collection from county offices and schools.
- Trash pickup and disposal costs at resident recycling drop-off stations.
- Correspondence and coordination with MRRP regarding programs, events, data and other matters.
- Preparation of Kent County's MRA (Maryland Recycling Act) report data; solicitation and collection of the survey forms from businesses and collectors/processors serving Kent County; compilation of information for Kent County and forwarding of information to MRRP for the Midshore regional MRA report.
- Boat shrink-wrap collection, transportation, and recycling.
- Respond to inquiries from the general public and interested parties.
- Staffing and periodic hosting of HHW/eCycle events.
- Assistance with event recycling requests.
- Grinding of yard waste accepted at County-operated facilities.

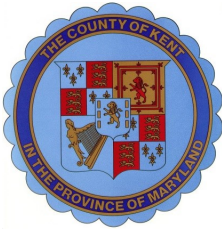
Queen Anne's County:

- Scrap tire recycling at County-owned collection or disposal sites.
- Chlorofluorocarbon (CFC) removal from appliances accepted at County-owned collection or disposal sites.
- Recycling or disposal of HHW (Household Hazardous Waste) that is collected outside of MRRP-funded HHW events, except for unsolicited HHW that is discarded by residents at County-operated solid waste sites and gasoline recycling at the Centreville Transfer Station which is open to all Midshore residents.
- Consolidation of County recyclables at QA Recycling Facility at 401 Harper Road, Centreville; use of bunkers and dumping areas for loose recyclables; use of QA DPW Roads roller to compress plastic bottles; loading operations for outbound recyclables.
- Collection and transportation of cardboard collected at five transfer stations, Batts Neck, Centreville, Church Hill, Glanding and Grasonville.
- Baling operations of cardboard, office paper and boat shrink wrap and associated costs and revenue.
- Collection, contract management and revenue associated with scrap metal, boat shrink-wrap and textile recycling.
- Recycling collection from county offices and businesses.
- Trash pickup and disposal costs at recycling drop-off stations.
- Queen Anne's County Board of Education contracts with third-party vendor(s) for recycling collection services at Queen Anne's County Public Schools.
- Correspondence and coordination with MRRP regarding programs, events, data and other matters.
- Respond to inquiries from the general public and interested parties.

- Staffing and periodic hosting of HHW/eCycle events.
- Assistance with event recycling requests.
- Grinding of yard waste accepted at County-operated facilities.

Talbot County:

- Scrap tire recycling at County-owned collection or disposal sites.
- Chlorofluorocarbon (CFC) removal from appliances accepted at County-owned collection or disposal sites.
- Recycling or disposal of HHW (Household Hazardous Waste) that is collected outside of MRRP-funded HHW events, except for unsolicited HHW that is discarded by residents at County-operated solid waste sites.
- Recycling services at County offices.
- Talbot County Board of Education contracts for recycling collection services at Talbot County Public Schools.
- Trash pickup at Recycling Drop-Off Stations. MES assists Talbot County with this responsibility via Intergovernmental Agreement 2-21-4-05, which is not associated with MRRP.
- Management, coordination, and funding for the Chesapeake Development Center for Recycling Drop-Off Station trash removal.
- Correspondence and coordination with MRRP regarding programs, events, data and other matters.
- Respond to inquiries from the general public and interested parties.
- Staffing and periodic hosting of HHW/eCycle events.
- Assistance with event recycling requests.
- Grinding of yard waste accepted at County-operated facilities.



Procedures For Public Comment 7/11/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

07.11.23 Public Comments Sign In Sheet

Press and Public Comments

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

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

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

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
July 11, 2023**

[illegible]



Kevin A. Anderson, Secretary, Maryland Department of Commerce
7/11/2023
County Commissioners Meeting

Item Summary:

Betterton/Worton, Kent County Enterprise Zone Application

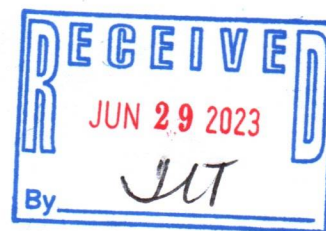
ATTACHMENTS:

Description

06.15.23 Kevin A. Anderson, Secretary, Maryland Department of Commerce, Betterton_Worton, Kent County



Wes Moore | Governor
Aruna Miller | Lt. Governor
Kevin A. Anderson | Secretary of Commerce
Signe Pringle | Deputy Secretary of Commerce



June 15, 2023

The Honorable Don Sutton
Mayor, Town of Betterton
100 Main Street
Betterton, MD 21610

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

Dear Mayor Sutton and President Fithian:

Pursuant to Economic Development Article, Sections 5-701 through 5-708, Annotated Code of Maryland, and after consultation with my advisors, I hereby approve the Betterton/Worton, Kent County Enterprise Zone, as described in the application, which was filed with my Office on April 14, 2023.

This enterprise zone designation is subject to the following preconditions:

As a condition for certification, all firms must agree to provide data required by the local zone administrator every year in order to enable the local zone administrator to prepare the zone's annual report to the Maryland Department of Commerce.

The zone must meet the requirements of the State Clearinghouse, Maryland Department of Planning.

The local standards contained in the application shall be adopted by Town County, through whatever action—legal, administrative, or otherwise—is needed to implement these standards.

The local incentives and initiatives described in the application shall be offered to qualified business entities in the enterprise zone.

Each parcel in the requested enterprise zone must be within an existing State Priority Funding Area.

Page 1 of 2 (The Honorable Don Sutton)
(The Honorable Ronald H. Fithian)

OFFICE OF THE SECRETARY

World Trade Center | 401 East Pratt Street | Baltimore, MD 21202 | 410-767-6301 | 888-246-6736

commerce.maryland.gov

The education and training opportunities described in the application will be used to the fullest for employers and employees of business entities located in the zone.

By September 15th every year, the local zone administrator shall provide the Maryland Department of Commerce with the zone's annual report in the form requested by the Department.

Prior to any change in local standards or incentives, a letter must be submitted to this office requesting review and approval in the proposal. The letter should identify the proposed wording of the change, the reason therefore, and the impact of the change on both existing and possible new business entities in the zone.

Please be advised that the Betterton/Worton, Kent County Zone expires June 14, 2033. Any questions about administrative matters, such as annual report requirements, submissions dates or firm certifications should be addressed to Ms. Abigail McKnight, Tax Specialist, Tax Incentives, Maryland Department of Commerce at 410-767-7234 or abigail.mcknight@maryland.gov.

Sincerely,

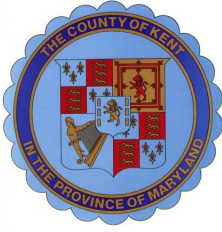
DocuSigned by:

Kevin Anderson

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Kevin A. Anderson
Secretary

cc: Ms. Jamie Williams, Director, Economic and Tourism Development, Kent County
Mrs. Jennifer Cox LaHatte, Managing Director of Policy, Research, and Governmental Affairs, Maryland Department of Commerce
Mr. Andy Fish, Senior Director, Office of Finance Programs, Maryland Department of Commerce



The County Commissioners of Queen Anne's County 7/11/2023 County Commissioners Meeting

Item Summary:

Service Expansion At Upper Shore Community Mental Health Campus

ATTACHMENTS:

Description

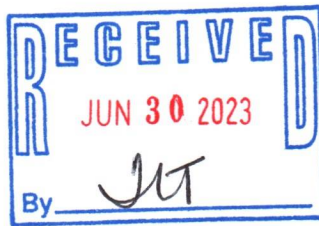
06.27.23 Queen Anne's County Commissioners letter to Bryan Mroz, Deputy Secretary, Maryland Department of Health



Queen Anne's County

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
J. Patrick McLaughlin, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4



THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

June 27, 2023

Deputy Secretary Bryan Mroz
Maryland Department of Health
201 West Preston Street
Baltimore, MD 21201

RE: Service Expansion at Upper Shore Community Mental Health Campus

Dear Deputy Secretary Mroz:

The County Commissioners of Queen Anne's County would like to thank you for coming to Chestertown on May 5, 2023, to discuss the future of the Upper Shore Community Mental Health Center. We are extremely grateful that Governor Moore recognizes the value of the Upper Shore facility to the region and has chosen to invest \$4 Million in capital funds to renovate the campus.

County Leadership would like to initiate a planning collaborative with the Department of Health to expand services in Chestertown. From the evidence presented, we believe the region would benefit from a Residential Treatment Center (RTC) for Children and Adolescents.

We are writing to solicit the Department's expertise and leadership to continue with planning and the implementation phase for RTC services at this existing facility. The space vacated by the Department of Juvenile Services presents an immediate and unique opportunity to serve our vulnerable children, who desperately need such a resource.

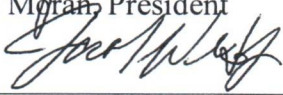
As elected officials, we seek to improve the lives of our constituents and their families. We do not have the experience or reach of the Maryland Department of Health in matters of behavioral health services. We would like to establish a partnership with you and our upper Shore County colleagues to continue moving this initiative forward. We seek your input on how the Counties of the Eastern Shore can most effectively help you develop an RTC program and maximize other services available at this Upper Shore campus.

Sincerely,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS



James J. Moran, President



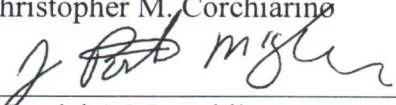
Jack N. Wilson, Jr.



Philip L. Dumerfil



Christopher M. Corchiarino



J. Patrick McLaughlin

Cc: ✓ Ron Fithian, Kent County Commission President
Travis Breeding, Caroline County Commission President
Jackie Gregory, Cecil County Council President
George Pfeffer Jr., Dorchester County Council President
Chuck Callahan, Talbot County Council President
Senator Steven Hershey
Delegate Jay Jacobs
Delegate Steve Arentz
Delegate Jeff Ghrist



American Rescue Plan Act (ARPA) Funds Spend Plan 7/11/2023 County Commissioners Meeting

ATTACHMENTS:

Description

6-27-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
6/27/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,908,161</u>		<u>\$ 3,598,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (141,384)</u>		<u>\$ 168,616</u>	



Contingency and Use of Fund Balance Report 7/11/2023 County Commissioners Meeting

ATTACHMENTS:

Description

6-27-2023 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 27, 2023**

CONTINGENCY					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
6/14/22	Upper Shore Aging	\$ 15,000	To secure a grant funded prgram		
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase		
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes		
9/6/22	Kent Ag Center, Inc.	7,385	Kent Ag Center-Pavilion Roof		
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work		
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project		
9/6/22	Kent Ag Center, Inc.	1,000	Kent Ag Center-asbestos assessment report of two buildings at Kent Aq Center		
9/27/22	Kent Ag Center, Inc.	1,625	Kent Aq Center-asbestos assessment report of two buildings at Kent Aq Center		
12/13/22	Office of Finance	28,275	Central Square Payments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable		
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane		
2/28/23	Commissioners Office	14,000	contruction of sewer service line to the manhole		
2/28/23	Office of Finance	3,465	Greenwill Consulting Group, Inc. Contract costs \$33,000, remainder of contract in FY24		
3/8/23	Water & Wastewater Fund	6,850	Central Square Payments-3rd module \$2340 Paymentus-5 devices @ \$1125 ea		
3/14/23	Parks and Recreation	23,640	Fairlee Water Plant-replacement of water treatment filter media		
3/14/23	Parks	4,500	Millington pool replaster		
4/4/23	The Chestertown Tea Party	-			
		-	Fencing around Granary Building		
		-			
		-	Wi-Fi assistance for The Chesterown Tea Party festival		
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
		-			
TOTAL		\$ 200,281			
BEGINNING CONTINGENCY BUDGET		\$ 400,000			
ENDING CONTINGENCY BALANCE		\$ 199,719			
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
07/01/2022	State Attorney's Office	8,000	Increase in State Attorney's Salary		
07/01/2022	Sheriff's Office	6,400	Increase in Sheriff's Salary		
09/20/2022	Detention Center	16,794	Opioid Use Disorder (OUD) Treatment Initiative.		
11/15/2022	Water & Wastewater Fund	71,672	additional costs of employee benefits.		
12/13/2022	Emergency Medical Service	152,794	Utility Tech position-salary and benefits		
12/13/2022	Office of Finance	19,172	EMT (2) positions-salary and benefits		
02/14/2023	Human Resources	96,883	Central Square Payments, Web Enablement Fusion, Click2Gov Tax & CIS, Accounts Receivable		
			New HR Coordinator position		
TOTAL		\$ 371,715			
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					

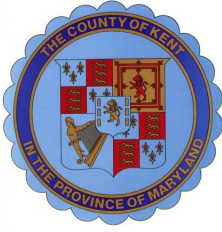


Jim Miller, Director, Human Resource Department
7/11/2023
County Commissioners Meeting

Item Summary:

Personnel

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



Shelley Heller, County Administrator
7/11/2023
County Commissioners Meeting

Item Summary:

Personnel

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