

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

June 1, 2021

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

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 417 991 724#

Consent Items

#1 - Regular Session Minutes, May 25, 2021

#2 - Liquor Minutes, May 25, 2021

Special Class C Licenses

Black Union of Kent County, Beer and Wine, June 19, 2021

Sultana Education Foundation, Beer Only, June 25, 2021

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session Procedure

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

Consider for a Vote, Third Reading - Code Home Rule Bill 8-2021 Agricultural Advisory
Commission – Amended by Interlineation

Departmental Appointments

Wayne Darrell, Director, Emergency Services

AT&T Next Generation 911 Participation Agreement

Human Resources Director

Emergency Services

Chief of Communications Vacancy

Human Resources

Temporary Assistant on a Short-Term/Contractual Basis

Planning, Housing, and Zoning

GIS Specialist Vacancy

Planning, Housing, and Zoning

Planning Specialist Vacancy

County Administrator

Kent County Ethics Commission

Request to Appointment Members

Beverly Birkmire

Thank You Letter

Marina R. Fevola, Court Administrator, Circuit Court for Kent County

Memorandum of Understanding for Goods and Services

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359
and enter Conference ID 417 991 724#

Procedures for Public Comment

For Your Information

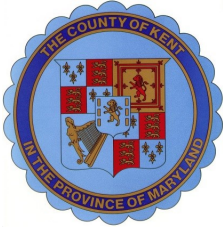
FY2022 Proposed Budget Hearing Notice

June 8, 2021 at 10:00 a.m.

Contingency Fund

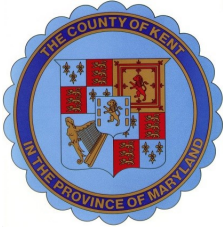
Contingency and Use of Fund Balance Report

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



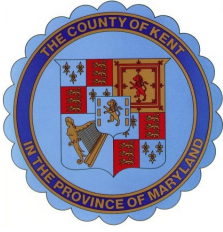
**#1 - Regular Session Minutes, May 25, 2021
6/1/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#2 - Liquor Minutes, May 25, 2021
6/1/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**Black Union of Kent County, Beer and Wine, June 19, 2021
6/1/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4715 Black Union of Kent County, Application

4715

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

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

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

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

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

Town of Chestertown

118 N Cross St

Type of Function Community Festival (Juneteenth)

Wilmer Park

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

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

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

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

Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) June 19, 2021.
Begin at: 12 pm End at: 9 pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

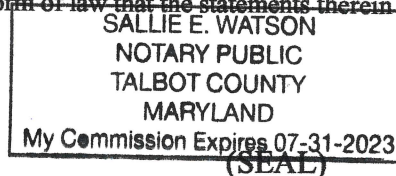
9. Applicants

(1) John Queen Chestertown, MD
Name Residence
12 years Director 443 239 5133
Length of Residence in Kent Co. Committee Title Phone No. JO
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the May day of 21, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared John Queen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



(2) Marcus Goldman 116 E. St., Chestertown, MD
Name Residence
Member 917-572-5854
Length of Residence in Kent Co. Committee Title Phone No. [Signature]
(Signature of Applicant)

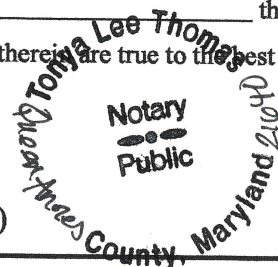
STATE OF MARYLAND

This certifies, that on the 24th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Marcus Goldman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Tonya Lee Thomas

(SEAL)



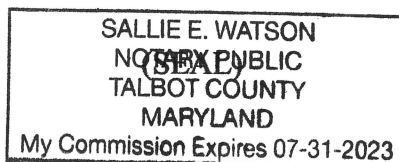
(3) Katherine Maynard 109 Acorn Dr Chestertown
Name Residence
18 years Member 443 480 2482
Length of Residence in Kent Co. Committee Title Phone No. Katherine Maynard
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 25th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Katherine Maynard the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sallie Watson



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

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

W S Ingersoll Signature (s)

W. S. INGERSOLL Print Name

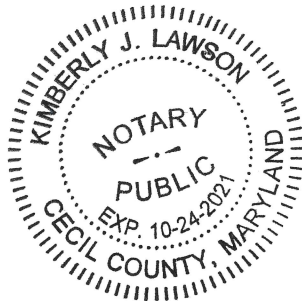
STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 20th day of May, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared William S. Ingersoll
and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Kimberly J. Lawson

(SEAL)



4715

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

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

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

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

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

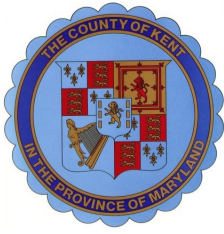
Name of organization, club, etc. _____ Town of Chestertown [Black Union of Kent County]

Address _____ 118 N Cross St Chestertown, MD 21620

Name _____ John Queen _____ Phone # _____ 443 239 5133
(Please Print)

_____ JQ _____ Date _____ May 12 2021 _____
(Signature)





**Sultana Education Foundation, Beer Only, June 25, 2021
6/1/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4716 Sultana Education Foundation, Application

4716

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

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

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

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

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

Sultana Education Foundation

Address 200 S. Cross St. Chestertown, MD 21620

Type of Function

event launch, celebration

Location of Function Chestertown Marina & Office 207 S. Water St.
Chestertown, MD 21620

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

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

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

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

No
Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) June 25, 2021
Begin at: 5:00 pm End at: 9:00 pm and the applicant tenders herewith the sum of (\$ 5.00 Per Day) (\$ 5.00)
in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

9. Applicants

(1) Dan McMullen 211 N. WATER ST. Chestertown
Name Residence
20 yrs 416-778-5951
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

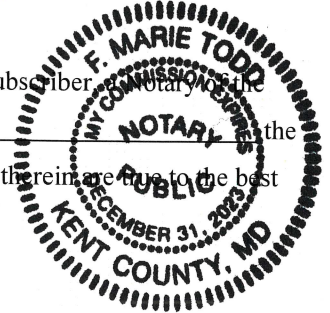
STATE OF MARYLAND

This certifies, that on the 28th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Dan McMullen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd

(SEAL)



(2) Elizabeth Schmeltz 515 Cannon St. Chestertown
Name Residence
22 years 410-708-1354
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 28th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth Schmeltz the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd

(SEAL)



(3) CHRIS CERINO 104 E Campus Ave Chestertown 21620
Name Residence
30 years 443-480-5713
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

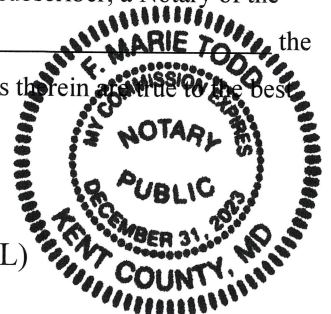
STATE OF MARYLAND

This certifies, that on the 28th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Chris Cerino the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

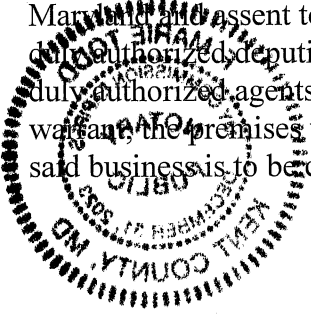
F. Marie Todd

(SEAL)



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

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


E. P. Schmelz (Signature)

Elizabeth Schmelz (Print Name)

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 28th day of May, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared Elizabeth
Schmelz and acknowledged the execution of the a foregoing

statement to be true act.

WITNESS my hand and official seal.

F. Marie Todd



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

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

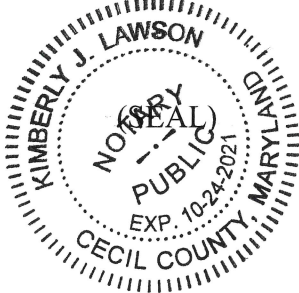
W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 28th day of May, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared William
Ingersoll and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.



W. S. Ingersoll
Kimberly J. Lawson

The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

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

SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

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

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

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

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

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

Name of organization, club, etc. Sultana Education Foundation

Address 200 S. Cross St.

Name Elizabeth Schmeltz Phone # 410/778-5954

(Please Print)

(Signature)

Date 5/27/21



CHESTERTOWN PERMIT

Name: Sultana Education Foundation

Contact Person and Number: Liza Brocker 410/778-5954 c:
410/708-1354

You are hereby given permission to: Host a public celebration/event launch at the Town Marina, 207 S. Water St. Chestertown. The celebration is in recognition of the arrival of the Pride of Baltimore and it's Star Spangled Banner tour and the event launch will be a preview of the upcoming Downrigging Boat and Music festival. The event will be held on June 25, 2021 from 5pm-7pm and feature live music, beer and merchandise sales. All food/beverage items will be recyclable or reusable and all garbage and recycling from the event will be removed by the hosting organization. Portable bathrooms will be provided. The event is open to the public and anticipated attendance is several hundred. All CDC and Maryland State Covid-19 guidelines for outdoor events will be followed and communicated.

This permit is to comply with all Town Ordinances, and is to be completed in n/a days from date. The Mayor and Council will not be responsible for any accident resulting from this permit. **All trash resulting from any and all events must be removed by individual or group holding said event.**

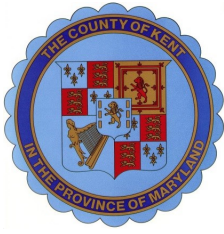
By Order of Mayor and Council

Date of Event: June 25, 2021

Submitted by: Liza Brocker. Date: 5/27/2021

Name

Authorized by: W. S. Ingersoll Date: 5/27/21
W. S. Ingersoll, Town Manager



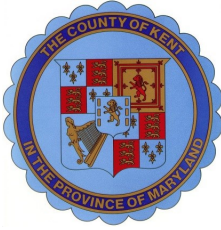
Thomas N. Yeager, County Attorney
6/1/2021
County Commissioners Meeting

Item Summary:

Legislative Session Procedure

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
6/1/2021
County Commissioners Meeting

Item Summary:

Code Home Rule Bill 8-2021 would amend Chapter 172, Agriculture Advisory Commission, of the County Code of Kent County, Maryland, by amending the text to change the appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

On May 18, 2021, the County Commissioners held a public hearing. A member of the public spoke at the hearing in support of CHR 8 -2021 with a proposed amendment. A letter was submitted and is attached for your information. The letter contains the following revised language to the original changes proposed:

ORIGINAL PROPOSAL AS SET FORTH IN THE TEXT OF CHR 8-2021

§172-1 Appointments, residency requirements, vacancies, terms

A. The Board of County Commissioners of Kent County shall appoint a seven-member commission which shall be known as the "Kent County Agriculture Advisory Commission" and which ~~shall~~ **MAY** consist of ~~a—representativeS from each—election—district~~ **VARIOUS TYPES OF FARMS (FARMING SECTORS) AND FARM-SUPPORTIVE BUSINESSES** of Kent County. All persons appointed must be residents of Kent County and ~~must be actively engaged in an agriculture pursuit~~ **IN A BUSINESS THAT SUPPORTS FARMS, FARMING, OR THE AGRICULTURAL SECTOR IN GENERAL, AT THE DISCRETION OF THE BOARD.** ~~The Commission may be selected from a list containing at least two (2) names of persons living in each election district prepared by the existing Kent County Agriculture Advisory Committee.~~

REVISED PROPOSAL AS SUGGESTED BY MEMBER OF THE PUBLIC

§172-1 Appointments, residency requirements, vacancies, terms

A. The Board of County Commissioners of Kent County shall appoint a seven-member commission which shall be known as the "Kent County Agriculture Advisory Commission" and which **MAY** consist of representatives from **VAROUS TYPES OF FARMS (FARMING SECTORS) AND FARM SUPPORTIVE BUSINESSES** of Kent County. All persons appointed must be residents of Kent County **AND SERVE AT THE DISCRETION OF THE BOARD. A MINIMUM OF FIVE MEMBERS MUST BE ACTIVELY ENGAGED IN FARMING AND TWO MEMBERS MAY BE FARMERS OR ACTIVELY ENGAGED IN A BUSINESS THAT SUPPORTS FARMING.**

Additionally, the County Commissioners directed staff to prepare a proposal to define "actively engaged." Per

research by staff, the State of Maryland has two related definitions as part of the MALPF (Maryland Agricultural Land Preservation Foundation) program. One is “owner-operators of commercial farms who earn 50 percent or more of their income from farming;” the other indicates that persons “shall be actively pursuing the production of agricultural products for profit.” Staff recommends the more flexible option, so that those who lease their farms from others and those who lease their farms to others are included.

SUGGESTED AMENDMENT FOR ACTIVELY ENGAGED LANGUAGE

§172-1 Appointments, residency requirements, vacancies, terms

C. FOR THE PURPOSES OF THIS CHAPTER 172, “ACTIVELY ENGAGED IN FARMING” SHALL MEAN ACTIVELY PURSUING THE PRODUCTION OF AGRICULTURAL PRODUCTS FOR PROFIT INCLUDING BUT NOT LIMITED TO THOSE WHO ARE LEASORS OR LESSEES OF LAND WHICH IS IN AGRICULTURAL PRODUCTION.

Staff recommends approval of the second amendment only. This leaves the composition of the Agriculture Advisory Commission and the appointment of its members at the discretion of the County Commissioners.

Three versions of the Bill are appended for consideration. The first version has the first amendment only; the second version has the second amendment only; and the third version includes both amendments.

ATTACHMENTS:

Description

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission DRAFT Legislation

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission DRAFT Legislation AMENDED BY INTERLINEATION WITH FIRST AMENDMENT

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission DRAFT Legislation AMENDED BY INTERLINEATION WITH 2ND AMENDMENT

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission DRAFT Legislation AMENDED BY INTERLINEATION WITH BOTH AMENDMENTS

Ms. Langenfelter's Letter to Commissioners re AAC

§ 2-504.1. Advisory boards

Advertisement for CHR 8-2021 for Public Hearing

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE
BILL NO. 8-2021

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, May 4, 2021, ordered posted and public hearing scheduled May 18, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on May 4, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on June 1, 2021, a legislative session day.

BILL NO. 8-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

A BILL ENTITLED CHR 8-2021 AGRICULTURAL ADVISORY COMMISSION

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

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

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

A. The Board of County Commissioners of Kent County shall appoint a seven-member commission which shall be known as the "Kent County Agriculture Advisory Commission" and which ~~shall~~ **MAY** consist of ~~a representativeS from each election district~~ **VARIOUS TYPES OF FARMS (FARMING SECTORS) AND FARM-SUPPORTIVE BUSINESSES** of Kent County. All persons appointed must be residents of Kent County and ~~must~~ be actively engaged in ~~an agriculture pursuit~~ **IN A BUSINESS THAT SUPPORTS FARMS, FARMING, OR THE AGRICULTURAL SECTOR IN GENERAL, AT THE DISCRETION OF THE BOARD.** The Commission may be selected from a list containing at least two (2) names of persons living in each election district prepared by the existing Kent County Agriculture Advisory Committee.

B. If any vacancy occurs for any cause during the term of any Commission member, the Board of County Commissioners, with regard to those persons in agriculture, may fill the vacancy ~~from a list of at least two (2) names supplied by the Commission from the election district where the former Commission member lived.~~ The Board of County Commissioners shall have full power to remove any member of the Commission for incompetency or for improper conduct or for an inexcusable nonattendance of meetings, by satisfactory evidence being presented to it of such condition. The term of each member shall be three (3) years or until ~~his~~ **A** successor takes office; ~~except the respective terms of the members just appointed shall be on a staggered basis, with some members being appointed for one (1) year, some two (2) years and some three (3) years, AS~~ **NEEDED FOR STAGGERING.** ~~No member shall serve more than two (2) consecutive terms.~~

§ 172-2 Chairman; records to be kept.

A. The Commission shall elect a Chairman from one (1) of its members and create and fill such other offices as it may determine. The term of the chairman shall be one (1) year with eligibility for reelection.

B. The Commission shall ~~hold a minimum of nine (9) meetings per year;~~ shall adopt rules for the transaction of business and shall keep records of its resolutions, transactions, findings, and determinations. Each record shall be a public record. The Board of County Commissioners shall determine from year to year what, if any, expenses and/or salaries shall be paid the Commission members, and what, if any, budget shall be set.

§ 172-3 Function of Commission.

A. It shall be the function of the Commission to provide advice to the Planning Commission of Kent County and to the Board of County Commissioners concerning any proposals and zoning changes coming before them affecting agriculture in Kent County. In this regard, the Planning ~~Administrator~~ **DEPARTMENT** shall notify the Commission of all such proposals, plans and changes, except those applications for permitted uses, within **APPROXIMATELY** fifteen (15) days of receipt of **REQUESTS AND** applicationS ~~for such proposals, plans and changes; and t.~~ The Commission shall render its advice in writing to the appropriate body within ~~thirty (30) days of notification~~ **A REASONABLE TIMEFRAME.**

B. Additionally, the Commission shall recommend proposed changes or programs for improving the Comprehensive Plan, the Zoning Ordinance for Kent County, the Subdivision Ordinance for Kent County, zoning district changes and any other changes and programs which will improve and promote agriculture in Kent County. All such recommendations shall be made in writing to the Planning Commission and the Board of County Commissioners.

§ 172-4 Report; review of Commission.

The Commission shall ~~annually~~ prepare, adopt, and file a report with the Board of County Commissioners **WHEN REQUESTED**. The ~~annual~~ report shall be available for public inspection. The Commission shall be subject to review by the Board of County Commissioners and the decisions of the Commission shall be subject to review by the Board of County Commissioners, which shall be the final authority.

§ 172-5 Quorum.

A majority of all the members appointed to the Commission shall constitute a quorum at any regular or special meeting of the Commission. **IF ANY MEMBERS RECUSE THEMSELVES FOR SPECIFIC ITEMS AND/OR VOTES, THE REMAINING MEMBERS SHALL BE CONSIDERED A VALID QUORUM FOR THE PURPOSES OF CONDUCTING BUSINESS ON SAID ITEMS AND/OR VOTES. IN THE EVENT THAT ONLY ONE MEMBER IS AVAILABLE TO VOTE ON AN ITEM, THIS CAN BE CONSIDERED A VALID VOTE BY THE COMMISSION, AS LONG AS A QUORUM OF MEMBERS ARE PRESENT AT THE MEETING. THE COMMISSION SHALL ONLY MEET AS NEEDED.**

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

BILL NO. 8-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE
BILL NO. 8-2021

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, May 4, 2021, ordered posted and public hearing scheduled May 18, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on May 18, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on June 1, 2021, a legislative session day.

BILL NO. 8-2021

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A BILL ENTITLED CHR 8-2021 AGRICULTURAL ADVISORY COMMISSION

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§ 172-2 Chairman; records to be kept.

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VERSION 1

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

BILL NO. 8-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 4 of 4
CAPITALS AND BOLD alone indicate matter added to the existing law, as introduced;
~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE
BILL NO. 8-2021

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

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

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By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

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BILL NO. 8-2021

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A BILL ENTITLED CHR 8-2021 AGRICULTURAL ADVISORY COMMISSION

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C. FOR THE PURPOSES OF THIS CHAPTER 172, "ACTIVELY ENGAGED IN FARMING" SHALL MEAN ACTIVELY PURSUING THE PRODUCTION OF AGRICULTURAL PRODUCTS FOR PROFIT INCLUDING BUT NOT LIMITED TO THOSE WHO ARE LEESORS OR LESSEES OF LAND WHICH IS IN AGRICULTURAL PRODUCTION.

§ 172-2 Chairman; records to be kept.

A. The Commission shall elect a Chairman from one (1) of its members and create and fill such other offices as it may determine. The term of the chairman shall be one (1) year with eligibility for reelection.

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VERSION 2

BUSINESS ON SAID ITEMS AND/OR VOTES. IN THE EVENT THAT ONLY ONE MEMBER IS AVAILABLE TO VOTE ON AN ITEM, THIS CAN BE CONSIDERED A VALID VOTE BY THE COMMISSION, AS LONG AS A QUORUM OF MEMBERS ARE PRESENT AT THE MEETING. THE COMMISSION SHALL ONLY MEET AS NEEDED.

AMENDMENT
#2 ONLY

BILL NO. 8-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 4 of 5
CAPITALS AND BOLD alone indicate matter added to the existing law, as introduced;
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VERSION 2

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

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THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE
BILL NO. 8-2021

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, May 4, 2021, ordered posted and public hearing scheduled May 18, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

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Sondra M. Blackiston, Clerk

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VERSION 3

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VERSION 3

VALID VOTE BY THE COMMISSION, AS LONG AS A QUORUM OF MEMBERS ARE PRESENT AT THE MEETING. THE COMMISSION SHALL ONLY MEET AS NEEDED.

**AMENDMENTS
#1 AND #2**

BILL NO. 8-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 4 of 5
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VERSION 3

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL.

PATRICIA LANGENFELDER
11974 BLACK STATION RD
KENNEDYVILLE, MD 21645
SOOEE43@GMAIL.COM

May 19, 2021

Re; Code Home Rule Bill 8-2021

Dear Commissioners,

I agree with opening the appointments to the Agriculture Advisory Commission to representatives of the ag support businesses in the County. However, under this proposed draft, the appointments are not specific enough to assure that farmers will always be well represented on the commission. There could come a time, for whatever reason, when the Ag Advisory Commission would have few or no farmer representatives, but instead have a majority of ag support business representatives.

I strongly urge you to designate a certain number of the Commission members be active farmers. With that in mind, I have rewritten Paragraph A and would like to submit it for your consideration.

Appointments, residency requirements, vacancies, terms

- A. The Board of County Commissioners of Kent County shall appoint a seven member commission which shall be known as the Kent County Agriculture Advisory Commission and which MAY consist of representatives from VARIOUS TYPES OF FARMS (FARMING SECTORS) AND FARM SUPPORTIVE BUSINESSES of Kent County. All persons appointed must be residents of Kent County AND SERVE AT THE DISCRETION OF THE BOARD. A MINIMUM OF FIVE MEMBERS MUST BE ACTIVELY ENGAGED IN FARMING AND TWO MEMBERS MAY BE FARMERS OR ACTIVELY ENGAGED IN A BUSINESS THAT SUPPORTS FARMING.

Most of Paragraph A is contained in the Draft that was presented including the term "actively engaged." However, I do agree that some kind of definition of that term is warranted. The only real change I made is designating how many members would come from the farming sector and how many from the ag support business sector.

I respectfully urge you to include these changes to Code Home Rule Bill 8-2021

Thank you,
Patricia Langenfelder

§ 2-504.1. Advisory boards
West's Annotated Code of Maryland
Agriculture

Effective: October 1, 2019

West's Annotated Code of Maryland
Agriculture

Title 2. Department of Agriculture (Refs & Annos)

Subtitle 5. Maryland Agricultural Land Preservation Foundation

Effective: October 1, 2019

MD Code, Agriculture, § 2-504.1

§ 2-504.1. Advisory boards

[Currentness](#)

Appointment of board

- (a) In each county containing productive agricultural land, the county governing body shall appoint an agricultural preservation advisory board.

Board members

(b)(1) Except as provided in paragraphs (2) and (3) of this subsection, the agricultural preservation advisory board shall consist of five members, at least three of whom shall be **owner-operators of commercial farms who earn 50 percent or more of their income from farming.**

(2) In Worcester County, the agricultural preservation advisory board shall consist of seven members, at least four of whom shall be owner-operators of commercial farms who earn 50 percent or more of their income from farming.

(3) In St. Mary's County, the agricultural preservation advisory board shall consist of five members, at least three of whom **shall be actively pursuing the production of agricultural products for profit.**

Membership term

(c)(1) Except as provided in paragraph (2) of this subsection, each member of an agricultural preservation advisory board shall be appointed for a term of office of five years.

(2) In Charles County and in Worcester County, a member shall serve a term of office of 4 years.

(3) No member shall serve for more than two consecutive full terms.

(4) Appointment to fill a vacancy shall be for the remainder of the unexpired term.

Duties of board

(d) Duties of each agricultural preservation advisory board shall be:

(1) To advise the county governing body with respect to the approval of purchases of easements by the Foundation within the county;

(2) To assist the county governing body in reviewing the status of land under easement;

(3) To advise the Foundation concerning county priorities for agricultural preservation;

- (4) To approve or disapprove an application by the county for certification or recertification under § 5-408 of the State Finance and Procurement Article;
- (5) To promote preservation of agriculture within the county by offering information and assistance to farmers with respect to the purchase of easements;
- (6) To meet at least annually with forest conservation district boards in order to work cooperatively to encourage the promotion and retention of farmland and woodland in their respective jurisdictions; and
- (7) To perform any other duties as assigned by the county governing body.

Credits

Acts 1977, c. 883; Acts 1988, c. 328; Acts 1989, c. 5, § 1; Acts 1990, c. 65; Acts 1994, c. 3, § 1, eff. Feb. 28, 1994. Amended by Acts 2003, c. 182, § 1, eff. Oct. 1, 2003; Acts 2009, c. 175, § 1, eff. Oct. 1, 2009; Acts 2012, c. 371, § 1, eff. Oct. 1, 2012; Acts 2019, c. 129, § 1, eff. July 1, 2019; Acts 2019, c. 130, § 1, eff. Oct. 1, 2019.

MD Code, Agriculture, § 2-504.1, MD AGRIC § 2-504.1

Current with emergency legislation effective through April 13, 2021, from the 2021 Regular Session of the General Assembly.

END OF DOCUMENT

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE **BILL NO. 8-2021**

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

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

A public hearing will be held on May 18, 2021, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The hearing is open to the public, and public comment is encouraged. The County offers four (4) options for the public to provide input in the public hearing process. Written comments will be accepted until noon on May 21, 2021. Comments will be read by County staff during public testimony.

Public comments can be submitted prior to hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 746 777 153 then press #.

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

By order of:

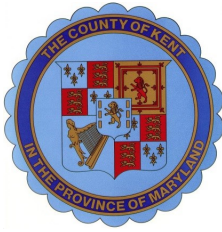
THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 05/13/21





Wayne Darrell, Director, Emergency Services
6/1/2021
County Commissioners Meeting

Item Summary:

AT&T Next Generation 911 Participation Agreement

ATTACHMENTS:

Description

Original agreement

06.01.21 Participation Agreement By and Between AT&T Corp. (AT&T) and Kent County, Under the Master Agreement of AT&T and Queen Anne's County for Next Generation Core Services Solution, #156533UA Dated December 18, 2020

PARTICIPATION AGREEMENT

This participation agreement (the "Participation Agreement") is made this 13th day of April, 2021 (the "Participation Agreement Effective Date") is by and between AT&T Corp. ("AT&T") and Kent County, Maryland ("Participant") (AT&T and Participant are, at times, referred to individually as a "Party" or together as the "Parties").

WHEREAS, AT&T and Queen Anne's County, Maryland are parties to that certain master contract for Next Generation Core Services Solution, #156533UA, dated December 18, 2020 (the "Master Agreement"); and

WHEREAS, Participant intends to purchase certain AT&T services from AT&T under the same terms and conditions provided for in the Master Agreement;

NOW THEREFORE, in consideration of the recitals set forth above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and AT&T hereby agree to the terms and conditions of the Participation Agreement. Unless otherwise defined, capitalized terms in the Participation Agreement have the meanings ascribed to them in the Master Agreement.

1. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, obligations, rights and remedies under the Master Agreement applicable to Queen Anne's County are fully enforceable against Participant to the extent permitted by law.
2. AT&T agrees to provide products and services available under the Master Agreement to Participant pursuant to the terms and conditions of the Master Agreement and this Participation Agreement.
3. This Participation Agreement's term runs concurrently with the term of the Master Agreement.
4. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.
5. AT&T may disclose to Queen Anne's County the fact that Participant is participating in the Master Agreement, and such disclosures may include Participant's name, services purchased, monthly or annual usage, total billings, and payment status.
6. In the event of a conflict between the terms contained in this Participation Agreement and the Master Agreement, the terms and conditions of the Participating Agreement are last in precedence.
7. Queen Anne's County is not a party to this Participation Agreement and takes on no obligations and receives no entitlements because of this Participation Agreement.
8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

To Participant:

Name: County Commissioners of Kent County
Title: County Commissioner
Address: 400 High St.
Chestertown, MD 21620

To AT&T:

Name: Michael Arrington
Title: Director
Address: 7125 Columbia Gateway Dr.
Columbia, MD 21046

9. This Participation Agreement constitutes the entire agreement between the Parties. This agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral concerning the services. This Participation Agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Participation Agreement.
10. Each signatory below represents that he or she is authorized to sign this Participation Agreement on behalf of the Party designated.
11. This Participation Agreement shall be void if not executed by Customer and received by AT&T within thirty (30) days of the date AT&T executed the Participation Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.
12. The Parties acknowledge that Kent County is a unit of government in the State of Maryland and, therefore, this Agreement is subject to the Maryland Public Information Act.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the Participation Agreement Effective Date.

County Commissioners of Kent County

AT&T Corp.

By: P. Thomas Mason
(by its authorized representative)

By: _____
(by its authorized representative)

P. Thomas Mason
(Typed or Printed Name)

(Typed or Printed Name)

President
(Title)

(Title)

4/13/21
(Date)

(Date)

PARTICIPATION AGREEMENT

This participation agreement (the "Participation Agreement") is made this 1st day of June, 2021 (the "Participation Agreement Effective Date") is by and between AT&T Corp. ("AT&T") and Kent County, Maryland ("Participant") (AT&T and Participant are, at times, referred to individually as a "Party" or together as the "Parties").

WHEREAS, AT&T and Queen Anne's County, Maryland are parties to that certain master contract for Next Generation Core Services Solution, #156533UA, dated December 18, 2020 (the "Master Agreement"); and

WHEREAS, Participant intends to purchase certain AT&T services from AT&T under the same terms and conditions provided for in the Master Agreement;

NOW THEREFORE, in consideration of the recitals set forth above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and AT&T hereby agree to the terms and conditions of the Participation Agreement. Unless otherwise defined, capitalized terms in the Participation Agreement have the meanings ascribed to them in the Master Agreement.

1. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, obligations, rights and remedies under the Master Agreement applicable to Queen Anne's County are fully enforceable against Participant to the extent permitted by law.
2. AT&T agrees to provide products and services available under the Master Agreement to Participant pursuant to the terms and conditions of the Master Agreement and this Participation Agreement.
3. This Participation Agreement's term runs concurrently with the term of the Master Agreement.
4. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.
5. AT&T may disclose to Queen Anne's County the fact that Participant is participating in the Master Agreement, and such disclosures may include Participant's name, services purchased, monthly or annual usage, total billings, and payment status.
6. In the event of a conflict between the terms contained in this Participation Agreement and the Master Agreement, the terms and conditions of the Participating Agreement are first in precedence.
7. Queen Anne's County is neither a party to nor a beneficiary of this Participation Agreement and takes on no obligations and receives no entitlements because of this Participation Agreement.
8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

To Participant:

Name: County Commissioners of Kent County

Title: County Commissioner

Address: 400 High St.
Chestertown, MD 21620

Email:

To AT&T:

Name: Michael Arrington

Title: Director

Address: 7125 Columbia Gateway Dr.
Columbia, MD 21046

Email: ma6568@att.com

9. This Participation Agreement constitutes the entire, final, and complete agreement between the Parties. This agreement replaces and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral concerning the services. This Participation Agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Participation Agreement unless made in writing and signed by a duly authorized representative of each Party and presented to the respective Parties.

10. Each signatory below represents that he or she is authorized to sign this Participation Agreement on behalf of the Party designated.

11. This Participation Agreement shall be void if not executed by Customer and received by AT&T within thirty (30) days of the date AT&T executed the Participation Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

12. The Parties acknowledge that Kent County is a unit of government in the State of Maryland and, therefore, this Agreement is subject to the Maryland Public Information Act.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the Participation Agreement Effective Date.

County Commissioners of Kent County

AT&T Corp.

By: P. Thomas Mason
(by its authorized representative)

By: _____
(by its authorized representative)

P. Thomas Mason
(Typed or Printed Name)

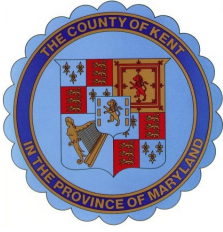
(Typed or Printed Name)

President
(Title)

(Title)

June 1, 2021
(Date)

(Date)



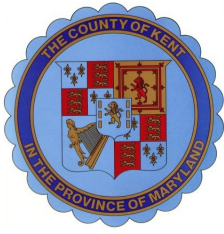
**Emergency Services
6/1/2021
County Commissioners Meeting**

Item Summary:

Chief of Communications Vacancy

ATTACHMENTS:

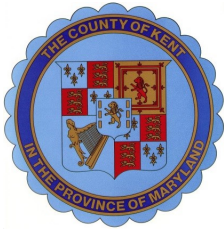
Description



Human Resources 6/1/2021 County Commissioners Meeting

Item Summary:

Temporary Assistant on a Short-Term/Contractual Basis



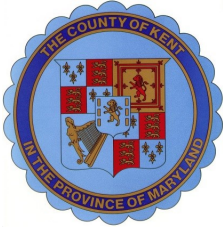
Planning, Housing, and Zoning 6/1/2021 County Commissioners Meeting

Item Summary:

GIS Specialist Vacancy

ATTACHMENTS:

Description



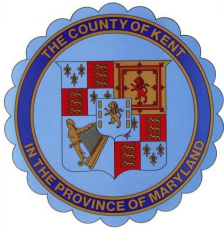
Planning, Housing, and Zoning 6/1/2021 County Commissioners Meeting

Item Summary:

Planning Specialist Vacancy

ATTACHMENTS:

Description



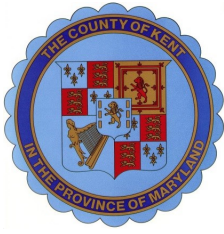
Kent County Ethics Commission 6/1/2021 County Commissioners Meeting

Item Summary:

Request to Appointment Members

ATTACHMENTS:

Description



Beverly Birkmire
6/1/2021
County Commissioners Meeting

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

06.01.21 Beverly Birkmire Thank You Letter

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

June 1, 2021

Beverly Birkmire
201 Greenwood Avenue
Chestertown, MD 21620

Dear Ms. Birkmire:

Thank you for your kindness and generosity, the efforts and special care you put into freshening up the Bicentennial Quilt made by the Chestertown Homemakers Club. We know this quilt holds special meaning to you as you completed the Tea Party Scene. This quilt gives us great pleasure each time we look at it, in the Commissioners hearing room, and will continue to be cherished for many more years to come.

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



P. Thomas Mason, President



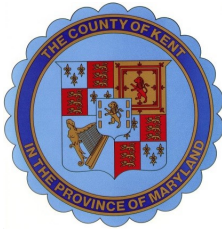
Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member

KCC:sew





Marina R. Fevola, Court Administrator, Circuit Court for Kent County
6/1/2021
County Commissioners Meeting

Item Summary:

Memorandum of Understanding for Goods and Services

ATTACHMENTS:

Description

06.01.21 Memorandum of Understanding E21-0012-25K for Security Goods and Services Up to 100,000 By and Between Administrative Office of the Courts and County Commissioners

**MEMORANDUM OF UNDERSTANDING
FOR SECURITY GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS AND
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

E21-0012-25K

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) and the ,.

WHEREAS, the AOC recognizes the County Commissioners of Kent County, Maryland possesses the capability to acquire goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the County Commissioners of Kent County, Maryland has agreed to perform for the AOC in accordance with this MOU;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and the County Commissioners of Kent County, Maryland enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

The County Commissioners of Kent County, Maryland shall acquire through the county procurement process, security-related goods and/or services, as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and acceptance by the AOC, the AOC shall pay the County Commissioners of Kent County, Maryland in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed \$64,650 (the "NTE Amount").

All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of AOC contact: Keith Bageant, Office of Security Administration, 580 Taylor Ave, Annapolis, MD 21401,
- b. name, remittance address, and federal taxpayer identification number of the County Commissioners of Kent County, Maryland,
- c. invoice period,
- d. invoice date,
- e. invoice number,

- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable, and
- h. Purchase Order number.

Hardware, software, and products purchased as a result of the agreement will become the property of the jurisdiction performing the purchase. All maintenance will become the responsibility of the jurisdiction. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to the County Commissioners of Kent County, Maryland shall be made as soon as possible after inspection and acceptance by the AOC and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin upon award and terminate on June 30, 2021 with up to two (2) extension options of one (1) year each at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed the County Commissioners of Kent County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Security Funding Acknowledgement Form is attached for signature.

ARTICLE VI - REPRESENTATIVES

The following individuals are designated as representatives for their respective parties:

For the AOC: Procurement, Contract & Grant Administration

Name and Title: Daniel J. Mays, Director

Phone: 410-260-1594 Email: Daniel.Mays@mdcourts.gov

For County Commissioners of Kent County, Maryland:

Name and Title: P. Thomas Mason / President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

Phone: 410-778-4600

Email: kentcounty@kentgov.org

ARTICLE VII - KEY PERSONNEL, if applicable

The County Commissioners of Kent County, Maryland agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Marina Fevola, Court Administrator

Personnel of at least equivalent capability shall be assigned to the project if this individual becomes unavailable during the term of this MOU. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. The AOC may terminate this MOU; or, at its option, negotiate with the County Commissioners of Kent County, Maryland for an equitable adjustment under the MOU relative to the loss of such Key Personnel if the County Commissioners of Kent County, Maryland is unable to provide substitutes acceptable to the AOC.

ARTICLE VIII - ENTIRE AGREEMENT

This MOU embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For County Commissioners of Kent County, Maryland:

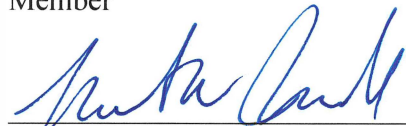
June 1, 2021
Date


P. Thomas Mason
President
400 High Street
Chestertown, MD 21620

June 1, 2021
Date


Ronald H. Fithian
Member

June 1, 2021
Date


Robert N. Jacobs Jr.
Member

For Circuit Court for Kent County:

5/25/21
Date


Harris P. Murphy
Administrative Judge

For the Administrative Office of the Courts:

Date

Daniel J. Mays
Director, Department of Procurement, Contract & Grant
Administration

Approved as to form and legal sufficiency this ____ day of _____ 20 ____.

Stephane J. Latour
Managing Legal Counsel

Security Funding Acknowledgement Form

By my signature below, I accept, understand, and acknowledge that I was consulted in the preparation of this Memorandum of Understanding (MOU), have reviewed the MOU, and agree to my role in the request. I further acknowledge, on behalf of my office, that the County Commissioners of Kent County, Maryland has the ability and desire to accommodate the security enhancements requested within the MOU, including, but not limited to, appropriate staffing and/or space.

Administrative Judge:

[Signature] 5/25/21
SIGNATURE DATE

Mugly Law P.
LAST NAME FIRST NAME M.I.

Clerk of Court:

[Signature] 5/25/21
SIGNATURE DATE

Kennard Sherise L.
LAST NAME FIRST NAME M.I.

If the Memorandum of Understanding includes building modifications or personnel changes and/or modifications, the county or city is required to acknowledge the following:

The authorized party has reviewed the MOU and authorizes the associated modifications and/or resource requirements.

County/ City Authorized Official:

P. Thomas Mason June 1, 2021
SIGNATURE TITLE

Mason P. Thomas June 1, 2021
LAST NAME FIRST NAME M.I. DATE

Attachment A

Courthouse Security Items Request
AY 2021 COURTHOUSE SECURITY FUNDING

*MOU Partner: County Commissioners of Kent County

Court: Circuit Court for Kent County

Court Address: 103 N. Cross Street

Section I: Choose Tier; Complete Sub-Category

Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine		
	Magnetometer/Wand		
	Access Control System		
	Duress Alarms		
	Camera System		
	Audio Visual Intercom		
Tier II			
	Building Alarms		
	Bullet Resistant Barriers		
	Project 1	\$23,115	\$23,115
	Project 2	\$34,545	\$34,545
	Fenced/Restricted Parking		
Tier III			
	Prisoner holding cell/secured prisoner entryway		
	Camera/ Duress for new prison entryway	\$6,990	\$6,990
		Total:\$64,650	Total Funded: \$64,650

Section II: Attachment A - Price Proposal [attachment as provided by contractor(s)]

Brief explanation of each item requested:

TIER I: N/A

TIER II: Bullet Resistant front Project 1 and Project 2 The Circuit Court for Kent County, is looking to install a store front glass barrier in the office of the clerks on the first floor of the courthouse to provide better court security and service to the public. Please see attached proposal.

Tier III: Camera and Duress

Additional Camera System

- Two [2] new high-definition 1080p cameras to be installed:

1. Two [2] for new prisoner security entrance

Additional Access Control System

- Two [2] new (Honeywell) expandable control processing units for additional controlled doors listed below.
- Two [2] new indoor/outdoor rated proximity card readers to be located outside controlled door:
- Two [2] doors to be secured with new framed-mounted electronic door strikes to allow for normal egress;

Submitted by Authorized Signature: Hon. Harris P. Murphy

Date: 5/20/21

Print Name and Title: Harris P. Murphy, Administrative Judge

***MOU Partner: County Commissioners of Kent County**

***Address: 103 N. Cross Street**

***Address: Chestertown, MD 21620**

Telephone #: 410-778-7440

Email Address: harris.murphy@mdcourts.gov

Federal Tax Identification #: 52-60000974

*Name and Address of MOU Partner should be the same as the Name and Address used on the Request for Reimbursement.

Exhibit A

Clear Security Systems

759 Bloomfield Avenue, Suite 356, West Caldwell, NJ 07006
Office: 973-226-6387 Fax: 973-228-1215
www.clearsecuritysystems.com

CUSTOMER BILL-TO ADDRESS	CUSTOMER SHIP-TO ADDRESS
Ms. Marina R. Fevola, Court Administrator	Circuit Court of Kent County
Circuit Court for Kent County	Interior Window Systems
103 North Cross Street	103 North Cross Street
Chestertown, MD 216320	Chestertown, MD

SCOPE OF WORK AS FOLLOWS:

Project 1

Court Payment Windows:

1. Client's GC to create a FINISHED sheetrock wall opening held to 15' 0" wide x 4' 0" high.
2. CSS to fabricate and install a new countertop 15' 0" wide x 24" deep with four (4) radius corners with a black plastic laminate finish.
3. Two (2) stainless steel recessed deal trays, each 16" w x 8" d.
4. UL Level 3 bullet resistant LP-1250 acrylic/polycarbonate glazing spanning a two (2) station counter (approximately 180" wide) to a height of 48" above the counter with two (2) Arch Window Sound Openings, secured in place with anodized aluminum channel framing. (either clear-silver or dark bronze are standard.)
5. Shop drawings to be provided to confirm window opening size.
6. To perform the work above during off-hours..... **\$17,890.00**

PROJECT NOTES:

1. Shop drawings for the windows will be provided for approval within 7-10 days of an order.
2. All work will be performed during off-hours (or during the day - same pricing either way.)
3. Work will commence approximately 5-6 weeks from shop drawing approval.
4. Any materials or labor not specifically described above or below are not included.

CSS HEREBY PROPOSES TO FURNISH COMPLETE MATERIALS AND NON-UNION LABOR IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF **\$17,890.00** NO SALES TAX - NET 30 DAYS. ANY MATERIALS OR LABOR NOT SPECIFICALLY DESCRIBED ABOVE OR BELOW ARE NOT INCLUDED.

Itemized Options below are in addition to the base Scope of Work above:

OPTION #1 - Third Clerk Station:

1. Add one (1) additional station into the existing 15' x 4' window system which includes a third stainless steel recessed deal tray and an Arch window sound opening, please add **\$1,290.00**

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. CSS IS AUTHORIZED TO PROCEED WITH THE WORK AS SPECIFIED. OPTIONS WILL BE INITIALED AS APPROVED OR CROSSED OUT AS DECLINED. PAYMENT WILL BE MADE AS AGREED ABOVE. ADA ISSUES AND THE ADHERENCE TO ADA RELATED STATE AND LOCAL CODES ARE THE RESPONSIBILITY OF THE CUSTOMER

ACCEPTED BY:

DATE:

TYPE or PRINT:

TITLE:

Clear Security Systems:

DATE:

THOMAS R. ERMENVILLE

Clear Security Systems - Specializing in Architectural Security

Project 1



**First Floor Corridor
Demolition and Framing for Security Window**
4/23/21

Kent County Courthouse
103 N Cross St
Chestertown, MD 21620

ATTN: Marina Fevola

Scope of Services:

- Demo and dispose of existing wall as needed to install a 15' L X 4' H security window.
- Install structural support framing as needed.
- Drywall and trim both sides of the wall as needed.
- Drywall the inside of the new opening.
- Paint all disturbed areas.

Total Price: \$5,225.00

Print	<u>Harold P. Murphy</u>	Sign	<u>[Signature]</u>	Date	<u>4/26/21</u>
<i>If the above scope of work, specified details, and noted exclusions are hereby accepted, please print, sign, and date above. Once signed proposal is received, KRM Construction Management will contact you to establish an acceptable schedule. Invoicing will occur upon completion, or billed monthly depending upon duration of the project. Payments received after 30 days of the invoice date, may be subject to interest charges.</i>					

Clear Security Systems

759 Bloomfield Avenue, Suite 356, West Caldwell, NJ 07006

Office: 973-226-6387 Fax: 973-228-1215

www.clearsecuritysystems.com

CUSTOMER BILL-TO ADDRESS	CUSTOMER SHIP-TO ADDRESS
Ms. Marina R. Fevola, Court Administrator	Circuit Court of Kent County
Circuit Court for Kent County	Interior Window Systems
103 North Cross Street	(NEED ADDRESS)
Chestertown, MD 216320	Chestertown, MD

SCOPE OF WORK AS FOLLOWS:

Project 2

Two (2) Fixed Interior Windows:

1. Two (2) Interior Fixed Window units, one (1) being 48" w x 48" h, one (1) being 60" x 48" h.
2. Aluminum tube window framing, 1 3/4" x 4" with UL Level 3 bullet resistant fiberglass inserts, filling the window openings.
3. UL Level 3 bullet resistant LP-1250 acrylic/polycarbonate glazing attached to the new aluminum window framing.
4. Shop drawings to be provided to confirm masonry window opening sizes.

One (1) Voice Transaction Window:

5. One (1) Interior Voice Transaction (VT) Window unit, 72" w x 48" h.
6. One (1) new countertop 72" wide x 24" deep with four (4) radius corners with a black plastic laminate finish.
7. One (1) stainless steel recessed deal tray, 16" w x 8" d.
8. UL Level 3 bullet resistant LP-1250 acrylic/polycarbonate glazing spanning a one (1) station counter 72" wide to a height of 48" above the counter with one (1) Arch Window Sound Opening, secured in place with 1 3/4" x 4" anodized aluminum tube framing. (either clear-silver or dark bronze are standard.)
9. Aluminum framing includes UL Level 3 bullet resistant fiberglass panel inserts.
10. Shop drawings to be provided to confirm window opening size.

PROJECT NOTES:

1. Shop drawings for the windows will be provided for approval within 7-10 days of an order.
2. All work will be performed during off-hours (or during the day – same pricing either way.)
3. Work will commence approximately 5-6 weeks from shop drawing approval.
4. Any materials or labor not specifically described above or below are not included.

Continued on Page 2

Clear Security Systems – Specializing in Architectural Security

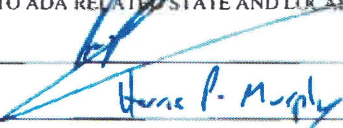
CSS HEREBY PROPOSES TO FURNISH COMPLETE MATERIALS AND NON UNION LABOR IN ACCORDANCE WITH
THE ABOVE SPECIFICATIONS, FOR THE SUM OF **\$13,670.00 NO SALES TAX – NET 30 DAYS.**
ANY MATERIALS OR LABOR NOT SPECIFICALLY DESCRIBED ABOVE OR BELOW ARE NOT INCLUDED.

Itemized Options below are in addition to the base Scope of Work above:

NONE

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED
CSS IS AUTHORIZED TO PROCEED WITH THE WORK AS SPECIFIED. **OPTIONS WILL BE INITIALED AS
APPROVED OR CROSSED OUT AS DECLINED.** PAYMENT WILL BE MADE AS AGREED ABOVE. ADA ISSUES AND
THE ADHERENCE TO ADA RELATED STATE AND LOCAL CODES ARE THE RESPONSIBILITY OF THE CUSTOMER.

ACCEPTED BY:  DATE: 5/21/21

TYPE or PRINT: Thomas P. Murphy TITLE: 5/21/21



Clear Security Systems: _____ DATE: May 18, 2021

THOMAS R. ERMENVILLE



**First Floor Corridor
Demolition and parging for security windows
5/18/21**

Kent County Courthouse
103 N Cross St
Chestertown, MD 21620

ATTN: Marina Fevola

The following scope is to create three penetrations into existing concrete interior walls.

- (1) 4' H X 4' W**
- (1) 4' H X 5' W**
- (1) 4' H X 6' W**

- Sawcut through existing concrete walls
- Remove concrete to opening sizes shown above
- Relocate existing electrical service as needed
- Parge window jambs smooth and paint
- Install solid surface counter tops which ballistic glass will sit on top of
- Ballistic glass and frames to be supplied and installed by others

Total Price: \$20,875.00

Print

Thomas P. Murphy

Sign

[Signature]

Date

5/21/21

If the above scope of work, specified details, and noted exclusions are hereby accepted, please print, sign, and date above. Once signed proposal is received, KRM Construction Management will contact you to establish an acceptable schedule. Invoicing will occur upon completion, or billed monthly depending upon duration of the project. Payments received after 30 days of the invoice date, may be subject to interest charges.

ATLANTIC

SECURITY INC.

944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620

410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Marina Fevola
JOB NAME: Courthouse Camera System Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** marina.fevola@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 4/26/2021

Proposal for the installation of Additions to an Existing Camera System:

- A Two [2] new high-definition 1080p cameras to be installed.
- B. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- C. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
- D. Atlantic Security, Inc. does not represent or warrant that Owner's System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner's property or the property of others located in Owner's premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner's System is designed to detect or avert, except for loss or damage, irrespective of cause or origin, that results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to the provisions as described on the Certificate of Liability Insurance form, attached hereto and made part of this Proposal.

- E. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

\$1,995.00 [One Thousand Nine Hundred Ninety-five and 00/100 Dollars

(Total payment based on selection of available options.)

- ◆ **This is an outright purchase of equipment.**
- ◆ **PAYMENT TERMS: 50% DOWN, BALANCE DUE UPON COMPLETION OF INSTALLATION.**
- ◆ **PLEASE NOTE: Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.**
- ◆ Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- ◆ This proposal is valid for thirty [30] days from the proposal date.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:

Signature/Date

Harris P. Murphy

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATLANTIC

SECURITY INC.

944 Washington Avenue / PO Box 214 Chestertown MD 21620

410-778-6112 / info@atlanticsecurityinc.com

CHANGE ORDER REQUEST SUMMARY

PROJECT NAME	
LOCATION OF WORK	
PROJECT MANAGER REQUESTING PARTY	EMAIL
	DATE OF REQUEST

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

All work detailed in this change order shall be appropriately charged (*time & material*) under prevailing rates unless otherwise specified in writing and agreed to by both parties. If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

CUSTOMER SIGNATORY SIGNATURE		ATLANTIC SECURITY, INC. SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	

ATLANTIC

SECURITY INC.

944 Washington Ave • P.O. Box 214 • Chestertown, MD 21620
410-778-6112 • 800-252-7622

www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Courthouse
103 N. Cross Street
Chestertown, MD 21620

ATTN: Marina Fevola
JOB NAME: Courthouse Access Control Additions
JOB SITE: 103 N. Cross St., Chestertown

TEL: 410-778-7440 **Email:** marina.fevola@mdcourts.gov **Salesman:** Dan Wagner **DATE:** 4/26/2021

Proposal for Additions to an Existing Access Control System:

- A. All applicable access cards to be programmed into new points.
- B. Two [2] new (*Honeywell*) expandable control processing units for additional controlled doors.
- C. Two [2] new indoor/outdoor rated proximity card readers to be located outside controlled doors
- D. Two [2] new doors to be secured with new frame-mounted electronic door strikes to allow for normal egress.
- E. New system will be connected through existing I.T. network for local audit and control. Customer to provide IT support if necessary.
- F. The system or equipment installed under this Proposal are guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.
- G. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged (*time & material*) under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.
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imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner's System in any respect, Atlantic Security, Inc. liability shall be limited to the provisions as described on the Certificate of Liability Insurance form, attached hereto and made part of this Proposal.

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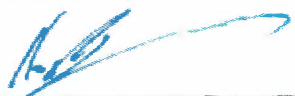
\$4,995.00 [Four Thousand Nine Hundred Ninety-five & 00/100 Dollars]

(Total payment based on selection of available options.)

- ◆ This is an outright purchase of equipment.
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SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:



Signature/Date



PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATLANTIC

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944 Washington Avenue / PO Box 214 Chestertown MD 21620

410-778-6112 / info@atlanticsecurityinc.com

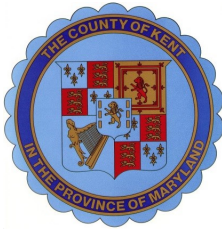
CHANGE ORDER REQUEST SUMMARY

PROJECT NAME		EMAIL	
LOCATION OF WORK		DATE OF REQUEST	
PROJECT MANAGER			
REQUESTING PARTY			

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
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CUSTOMER SIGNATORY		ATLANTIC SECURITY, INC.	
SIGNATURE		SIGNATURE	
NAME & TITLE		NAME & TITLE	
DATE		DATE	



Procedures for Public Comment 6/1/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

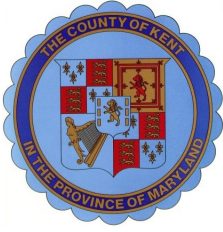
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

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

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

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

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



FY2022 Proposed Budget Hearing Notice 6/1/2021 County Commissioners Meeting

Item Summary:

June 8, 2021 at 10:00 a.m.

ATTACHMENTS:

Description

06.08.21 Proposed FY2022 Budget Hearing Notice

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

KENT COUNTY PUBLIC NOTICE FISCAL YEAR 2022 COUNTY BUDGET

Notice is hereby given that on Tuesday, June 8, 2021, the County Commissioners of Kent County will hold a public hearing for the Proposed FY2022 Budget at 10:00 a.m. The hearing is open to the public, and public comment is encouraged. The County offers four (4) options for the public to provide input in the public hearing process. Written comments will be accepted until noon on June 7, 2021. Comments will be read by County staff during public testimony.

Options:

In-person

By email
kentcounty@kentgov.org

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

And by phone during public comment using the call-in option
1-872-239-8359 Conference ID 238 192 779 then press #

Please contact the County Commissioners' Office at (410) 778-4600 and press 4 or by email at kentcounty@kentgov.org no later than noon on June 4, 2021 if you need further instructions on how to observe the conduct of public business, participate in the public hearing process, and provide testimony if desired.

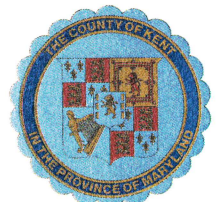
By order of:

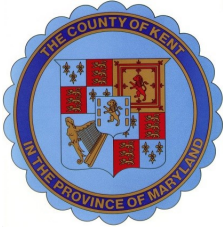
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



Sondra M. Blackiston, Clerk

PUBLISH: KCN 05/27/21





Contingency and Use of Fund Balance Report 6/1/2021 County Commissioners Meeting

ATTACHMENTS:

Description

5-18-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
May 18, 2021**

CONTINGENCY				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring	
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update	
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration	
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill	
11/17/20	Detention Center	4,000	Control Panel System	
12/8/20	Capital Projects	65,900	Turner's Creek Bulkhead & Boat Ramp Replacement	
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon	
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)	
4/13/21	Information Technology	8,100	Network security testing software	
4/13/21	Capital Projects	21,183	Turners Creek Bulkhead-Change Order No. 2	
4/13/21	State's Attorney Office	13,000	Part-time aid	
4/20/21	Capital Projects	3,910	Turners Creek Bulkhead-Additional Engineering Services-unforeseen site conditions	
5/4/21	WWS	13,125	Worton Portaloic System	
5/4/21	WWS	7,000	Worton Tower Security Fencing	
5/4/21	WWS	2,000	Plan Cabinets	
5/4/21	Environmental Operations	15,031	Compact Utility Tractor	
5/11/21	Buildings/Grounds-Court House	60,200	HVAC split system-Court House	
TOTAL		<u>\$ 407,093</u>		
BEGINNING CONTINGENCY BUDGET		\$ 800,000		
ENDING CONTINGENCY BALANCE		<u>\$ 392,907</u>		

USE OF FUND BALANCE				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70	
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years	
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip	
TOTAL		<u>\$ 72,723</u>		
USE OF FUND BALANCE				
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.				