

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

May 11, 2021

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

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 508 966 657#

Public Notices

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement

Fair Summary Notice

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

Public Hearing Notice

Alcoholic Beverage License Hearing

Watershed on High, LLC trading as Watershed Restaurant

Consent Items

#1 - Regular Session Minutes, May 4, 2021

#2 - Liquor Minutes, May 4, 2021

#3 - Closed Session Minutes May 4, 2021

#4 - Kent School Inc, Raffle Only, May 21, 2021

#5 - Olde Kent Quilter's Guild, Raffle Only, November, 16, 2021

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning

Code Home Rule Bill 7-2021 Farm Breweries In The Agricultural Zoning District

Departmental Appointments

Mike Bitting, Chief Enforcement Officer

Request To Approve Updating The Plumbing Code

Mike Bitting, Chief Enforcement Officer

Request To Implement HVAC Inspections As Standard Practice

Human Resources Director

Economic & Tourism Development

Recommendation to Hire Applicant for Administrative Assistant II Vacancy

Parks and Recreation

Summer Applicants

Planning, Housing, and Zoning

Recommendation to Hire Applicant for Associate Planner Vacancy

Public Works Director

Environmental Operations Division

Public Landings and Facilities Board

Environmental Operations Division

Disposal Permit Proposal

Circuit Courtroom HVAC Emergency Repair

Contingency Fund Request for Emergency Repair

County Administrator Report

Eastern Shore Entrepreneurship Center

Maryland Relief Act of 2021

Public Notice, Five-County Joint Meeting

May 19, 2021 at 7:00 p.m.

Kent Alcohol and Tobacco Enforcement KATE

J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 508 966 657#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

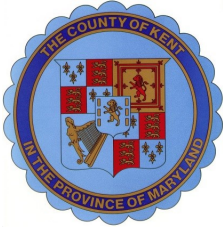
Bill Mackey, Director, Planning, Housing, and Zoning

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult

with staff, consultants, or other individuals about pending or potential litigation

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



**Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid
Agreement
5/11/2021
County Commissioners Meeting**

Item Summary:

Fair Summary Notice

ATTACHMENTS:

Description

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement Fair Summary Notice

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement ADOPTED Legislation

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

April 6, 2021
Legislative Session Day

Legislative Session Day
April 6, 2021

FAIR SUMMARY NOTICE OF ORDINANCE NO. 6-2021

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

Fair summary is hereby given that an Ordinance to the approve the execution of a Law Enforcement Mutual Aid Agreement by and between Kent County, Maryland; Wicomico County, Maryland; Somerset County, Maryland; Worcester County, Maryland; Dorchester County, Maryland; Talbot County, Maryland; Caroline County, Maryland; Queen Anne's County, Maryland; and Cecil County, Maryland; and each of the Sheriffs for the foregoing jurisdictions, pursuant to Section 2-105 of the Criminal Procedure Article, Maryland Annotated Code.

A public hearing was duly advertised and held on April 20, 2021, the public process of under which comments from the public were invited. Written comments were accepted until Friday, April 23, 2021. This ordinance was adopted on May 4, 2021, without amendments; and the provisions of this Act shall take effect on June 18, 2021.

The ordinance in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 05/13/21, 05/20/21, 05/27/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

April 6, 2021
Legislative Session Day

Legislative Session Day
April 6, 2021

ORDINANCE NO. 6-2021

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

An Ordinance to the approve the execution of a Law Enforcement Mutual Aid Agreement by and between Kent County, Maryland; Wicomico County, Maryland; Somerset County, Maryland; Worcester County, Maryland; Dorchester County, Maryland; Talbot County, Maryland; Caroline County, Maryland; Queen Anne's County, Maryland; and Cecil County, Maryland; and each of the Sheriffs for the foregoing jurisdictions, pursuant to Section 2-105 of the Criminal Procedure Article, Maryland Annotated Code.

RECEIVED
LEGISLATIVE COUNCIL
APR 17 - 6 P 12:56
KENT COUNTY

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason
P. Thomas Mason, President

INTRODUCED, read first time, April 6, 2021, ordered posted and public hearing scheduled on April 20, 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
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 April 20, 2021. Reported favorably ~~XXXX~~ [without] amendments; read second time and ordered to be considered on May 4, 2021, a legislative session day.

ORDINANCE 6-2021
THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT

AN ORDINANCE concerning:

THE AUTHORIZATION OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND TO APPROVE THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT BY AND BETWEEN KENT COUNTY, MARYLAND; WICOMICO COUNTY, MARYLAND; SOMERSET COUNTY, MARYLAND; WORCESTER COUNTY, MARYLAND; DORCHESTER COUNTY, MARYLAND; TALBOT COUNTY, MARYLAND; CAROLINE COUNTY, MARYLAND; QUEEN ANNE'S COUNTY, MARYLAND; AND CECIL COUNTY, MARYLAND; AND EACH OF THE SHERIFFS FOR THE FOREGOING JURISDICTIONS, PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE, MARYLAND ANNOTATED CODE.

RECITALS

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE AUTHORIZES THE GOVERNING BODY OF A COUNTY TO DETERMINE THE CIRCUMSTANCES UNDER WHICH THE POLICE OFFICERS AND OTHER OFFICERS, AGENTS, AND EMPLOYEES OF THE COUNTY, TOGETHER WITH ALL NECESSARY EQUIPMENT, MAY LAWFULLY GO OR BE SENT BEYOND THE BOUNDARIES OF THE COUNTY OR MUNICIPAL CORPORATION TO ANY PLACE WITHIN OR OUTSIDE THE STATE; AND,

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE FURTHER PROVIDES THAT A COUNTY MAY ENTER INTO MUTUAL AID AGREEMENTS WITH OTHER COUNTIES TO ESTABLISH AND CARRY OUT A PLAN TO PROVIDE MUTUAL AID BY PROVIDING ITS POLICE OFFICERS AND OTHER OFFICERS, EMPLOYEES, AND AGENTS, TOGETHER WITH ALL NECESSARY EQUIPMENT, TO ASSIST OTHER COUNTIES AND TO RECEIVE ASSISTANCE; AND,

WHEREAS, THE COUNTY COMMISSIONERS OF KENT COUNTY HAVE DETERMINED THAT ENTERING INTO A MUTUAL AID AGREEMENT WITH THE KENT COUNTY SHERIFF AND THE GOVERNING BODIES OF THE OTHER COUNTIES ON MARYLAND'S EASTERN SHORE AND THEIR RESPECTIVE SHERIFFS PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE WILL PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF KENT COUNTY.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KENT COUNTY, MARYLAND THAT:

SECTION ONE: THE ABOVE RECITALS ARE HEREBY INCORPORATED AS IF FULLY SET FORTH HEREIN.

SECTION TWO: THE TERMS OF THE MUTUAL AID AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE HEREIN, SHALL BE AND ARE HEREBY APPROVED.

SECTION THREE: THE PRESIDENT OF THE KENT COUNTY COMMISSIONERS IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE MUTUAL AID AGREEMENT ON BEHALF OF KENT COUNTY, MARYLAND.

SECTION FOUR: BE IT FURTHER ENACTED, THAT ANY CHANGES TO THE MUTUAL AID AGREEMENT SHALL BE ADOPTED BY KENT COUNTY BY AN ORDINANCE IN ACCORDANCE WITH THE REQUIREMENTS OF CRIMINAL PROCEDURE ARTICLE § 2-105, MD. CODE ANN., AS AMENDED, MODIFIED, OR RECODIFIED FROM TIME TO TIME.

SECTION FIVE: BE IT FURTHER ENACTED, THAT THIS ORDINANCE AND THE MUTUAL AID AGREEMENT HEREBY SHALL SUPERSEDE AND REPLACE ANY PREVIOUS ORDINANCES OR AGREEMENTS DEALING WITH THE SAME SUBJECT MATTER, INCLUDING, THE MUTUAL AID AGREEMENT CONTEMPLATED THEREIN.

SECTION SIX: BE IT FURTHER ENACTED, THAT THE TITLE AND A FAIR SUMMARY OF THIS ORDINANCE SHALL BE PUBLISHED AFTER ENACTMENT OF THE ORDINANCE IN ACCORDANCE WITH MARYLAND ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT, SECTION 9-311. THE TITLE IS NOT A SUBSTANTIVE PART OF THIS ORDINANCE. IF THE ORDINANCE IS AMENDED, THE TITLE MAY BE ADMINISTRATIVELY REVISED IF REQUIRED TO CONFORM THE TITLE TO THE CONTENT OF THE ORDINANCE AS FINALLY ENACTED.

SECTION SEVEN: BE IT FURTHER ENACTED, THAT IF ANY PROVISION OF THIS ORDINANCE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID FOR ANY REASON IN A COURT OF COMPETENT JURISDICTION, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR ANY OTHER APPLICATION OF THIS ORDINANCE WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND FOR THIS PURPOSE THE PROVISIONS OF THIS ORDINANCE ARE DECLARED SEVERABLE.

SECTION EIGHT: BE IT FURTHER ENACTED, THAT THE PUBLISHERS OF THE CODE OF PUBLIC LAWS KENT COUNTY, IN CONSULTATION WITH AND SUBJECT TO THE APPROVAL OF THE COUNTY ATTORNEY, SHALL MAKE NON-SUBSTANTIVE CORRECTIONS TO CODIFICATION, STYLE, CAPITALIZATION, PUNCTUATION, GRAMMAR, SPELLING, AND ANY INTERNAL OR EXTERNAL REFERENCE OR CITATIONS TO THE CODE THAT ARE INCORRECT OR OBSOLETE, WITH NO FURTHER ACTION REQUIRED BY THE COUNTY COMMISSIONERS. ALL SUCH CORRECTIONS SHALL BE ADEQUATELY REFERENCED AND DESCRIBED IN THE EDITOR'S NOTE FOLLOWING THE SECTION AFFECTED.

SECTION NINE: THE MUTUAL AID AGREEMENT SHALL BECOME EFFECTIVE AFTER HAVING BEEN DULY ADOPTED BY THE RESPECTIVE COUNTIES IN THEIR REGULAR ROUTINE FOR LEGISLATION ENACTMENT AND UPON EXECUTION BY THE RESPECTIVE COUNTIES AND SHERIFFS.

SECTION TEN: AND BE IT FURTHER ENACTED, THAT THIS ORDINANCE SHALL TAKE EFFECT FORTY-FIVE (45) DAYS FROM THE DATE OF ITS PASSAGE BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ordinance shall take effect on the 18th day of June, 2021.

Read Third Time May 4, 2021

PASSED this 4th day of May, 2021.

Failed of Passage _____

By order of:


Sondra M. Blackiston, Clerk

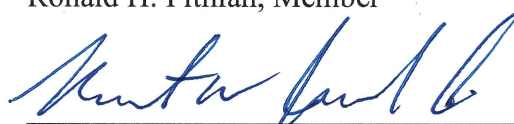
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)




P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

ORDERED a fair summary thereof or the entire Ordinance 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.

**MUTUAL AID AGREEMENT
BETWEEN**

**WICOMICO COUNTY, MARYLAND,
THE SHERIFF OF WICOMICO COUNTY, MARYLAND**

AND

**SOMERSET COUNTY, MARYLAND
THE SHERIFF OF SOMERSET COUNTY, MARYLAND**

AND

**WORCESTER COUNTY, MARYLAND,
THE SHERIFF OF WORCESTER COUNTY, MARYLAND**

**DORCHESTER COUNTY, MARYLAND,
THE SHERIFF OF DORCHESTER COUNTY, MARYLAND**

AND

**TALBOT COUNTY, MARYLAND,
THE SHERIFF OF TALBOT COUNTY, MARYLAND**

AND

**CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND**

AND

**QUEEN ANNE'S COUNTY, MARYLAND,
THE SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND**

AND

**KENT COUNTY, MARYLAND,
THE SHERIFF OF KENT COUNTY, MARYLAND**

AND

**CECIL COUNTY, MARYLAND,
THE SHERIFF OF CECIL COUNTY, MARYLAND**

THIS MUTUAL AID AGREEMENT, made this the ____ day of _____, 2020, by and between **WICOMICO COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF WICOMICO COUNTY, MARYLAND** and the **COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**, (collectively, "**Wicomico County**"), the **SHERIFF OF WICOMICO COUNTY**, a State Constitutional Officer, ("**Wicomico Sheriff**"), and;

WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, (collectively, "**Worcester County**"), the **SHERIFF OF WORCESTER COUNTY**, a State Constitutional Officer, ("**Worcester Sheriff**"), and;

SOMERSET COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND**, (collectively, "**Somerset County**"), the **SHERIFF OF Somerset COUNTY**, a State Constitutional Officer, ("**Somerset Sheriff**"), and

DORCHESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF DORCHESTER COUNTY, MARYLAND**, (collectively, "**Dorchester County**"), the **SHERIFF OF DORCHESTER COUNTY**, a State Constitutional Officer, ("**Dorchester Sheriff**"), and;

TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF TALBOT COUNTY, MARYLAND**, (collectively, "**Talbot County**"), the **SHERIFF OF TALBOT COUNTY**, a State Constitutional Officer, ("**Talbot Sheriff**"), and;

CAROLINE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, (collectively, "**Caroline County**"), the **SHERIFF OF CAROLINE COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

QUEEN ANNE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF QUEEN'S ANNE COUNTY, MARYLAND**, (collectively, "**Queen Anne's County**"), the **SHERIFF OF QUEEN ANNE'S COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

KENT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**, (collectively, "**Kent County**"), the **SHERIFF OF KENT COUNTY**, a State Constitutional Officer, ("**Kent Sheriff**"), and;

CECIL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF CECIL COUNTY, MARYLAND** and the **COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, (collectively, "**Cecil County**"), the **SHERIFF OF Cecil COUNTY**, a State Constitutional Officer, ("**Cecil Sheriff**"),

(Collectively each aforementioned corporate and politic of the State and Sheriff herein referred to as "**The Parties**")

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, these agencies experience similar law enforcement problems; and

WHEREAS, all law enforcement officers, (hereinafter sometimes called "police" or "officers"), are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission and are certified pursuant to Md. Code Ann., §3-209, *et seq.*, Public Safety Article; and

WHEREAS, police officials of both jurisdictions are aware from time to time situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, Wicomico County and Wicomico County Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne's County and Queen Anne's Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Md. Code Ann., § 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, **THE PARTIES** do hereby agree as follows:

1. Whenever, in the judgment of the **Wicomico Sheriff, Somerset Sheriff, Worcester Sheriff, Dorchester Sheriff, Talbot Sheriff, Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff** or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriff's or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their

participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize any Sheriff to "deputize" the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

2. When this Agreement is triggered and while any County police officer traverses, while on official duty, any highway, road, street, or alley in the other jurisdiction and observes any crime in progress, the police officer is authorized to act as a police officer pursuant to this Agreement.
3. The term "situation," as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including but not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or other circumstance where prompt police action requiring more than one officer or specialized equipment is required.

4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, *et seq.*, Criminal Procedure Article, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.
5. Pursuant to Md. Code Ann., § 2-105(c), *et seq.*, Criminal Procedure Article, the Parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, or other officers, agents, or employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose.
6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.

7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.
8. The Parties to this Agreement shall be responsible for the workers' compensation and death claims of its own employees that may arise out of its employees' activities outside their respective jurisdictions under the Agreement.
9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.

10. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, each of the Parties to this Agreement agree:

(a) To waive any and all claims that are against the other Parties to the Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and

(b) To indemnify and hold harmless the Parties to the Agreement from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the other Parties to the Agreement outside their respective jurisdictions under the Agreement.

11. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity or limited liability, which may be claimed as set forth in Md. Code Ann., § 5-639, Courts and Judicial Proceedings Article, and Md. Code Ann., § 12-101, *et seq.*, State Government Article. Nothing contained in this Agreement shall be construed to waive, in part or in whole, any immunity (statutory, common law or other) enjoyed by any Party hereto or by any officer, agent or employee of any such Party. This Agreement does not purport to create any "special relationship" between any law enforcement officer and any other person, when a law enforcement

officer is conducting law enforcement activities pursuant to this Agreement.

12. The Parties agree to cooperate fully with each other in the defense of claims, pursuant to the indemnifications of Paragraph 10(b). This cooperation will include the following:

- (a) Prompt notification to the other Party of any accident, incident or enforcement action resulting in personal injury, property damage, or having the potential for liability;
- (b) Permit a Party to this Agreement to conduct a parallel independent investigation of any accident or incident;
- (c) Make reports, records, and equipment available for purposes of the defense of any claim or suit.

13. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, all personnel provided by the other jurisdiction shall report to the senior ranking commissioned police officer of the jurisdiction requesting aid.

14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the

jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.

15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.
16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a Party to this Agreement, an addendum to this agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.
17. Copies of this Agreement will be provided to the Parties and The Office of the State's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for The State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.

18. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.

19. This Agreement shall be governed by the laws of the State of Maryland.

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____

(NAME)

Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

By: _____

Mike Lewis

Sheriff of Wicomico County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

Wicomico County Council

(NAME)

Council Attorney

By: (NAME), Council President

CECIL COUNTY, MARYLAND

WITNESS/ATTEST

CECIL COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Scott Adams
Sheriff of Cecil County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ___ day of
_____, 2021.

CECIL COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

KENT COUNTY, MARYLAND

WITNESS/ATTEST

KENT COUNTY, MARYLAND

By: _____

P. Thomas Mason
County Commissioners of Kent
County, Maryland
President

SHERIFF OF KENT COUNTY

By: _____

John Price
Sheriff of Kent County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

Thomas N. Yeager
County Attorney

QUEEN ANNE COUNTY, MARYLAND

WITNESS/ATTEST

QUEEN ANNE COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF QUEEN ANNE COUNTY

By: _____

Gary Hofman
Sheriff of Queen County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

QUEEN ANNE COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

CAROLINE COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CAROLINE COUNTY

By: _____

Randy Bounds
Sheriff of Caroline County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

CAROLINE COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

TALBOT COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Joseph Gamble
Sheriff of Talbot County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

TALBOT COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

DORCHESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF DORCHESTER COUNTY

By: _____

James Phillips Jr.
Sheriff of Dorchester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

DORCHESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

WORCESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF WORCESTER COUNTY

By: _____

Matthew Crisafulli
Sheriff of Worcester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

WORCESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

SOMERSET COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF SOMERSET COUNTY

By: _____

Ronnie Howard
Sheriff of Somerset County

Reviewed for form and legal
sufficiency and approved for

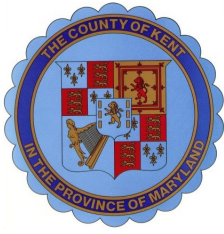
APPROVED:

execution this the ____ day of
_____, 2021.

SOMERSET COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President



**Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission
5/11/2021
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR 8-2021 Public Hearing Notice

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

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



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

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 ~~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** application**S** ~~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

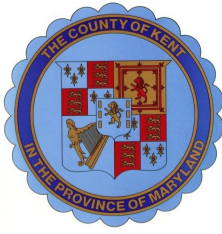
Robert N. Jacob, Jr., Member

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.



Alcoholic Beverage License Hearing 5/11/2021 County Commissioners Meeting

Item Summary:

Watershed on High, LLC trading as Watershed Restaurant

ATTACHMENTS:

Description

04.29.21 Watershed on High Hearing Notice

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER, INSPECTOR
KENT ALCOHOL AND TOBACCO
ENFORCEMENT

NOTICE

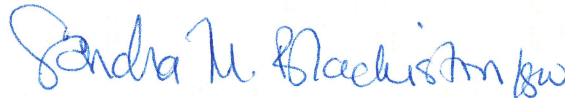
Application has been made by members: Rodney Scruggs, Lisa Scruggs, and Anne Kelso representing Watershed on High, LLC trading as Watershed Restaurant for a Class B, Beer, Wine, and Liquor License with Caterer's Privilege on the premises known as:

Watershed Restaurant
337 High Street
Chestertown, MD 21620

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on May 25, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

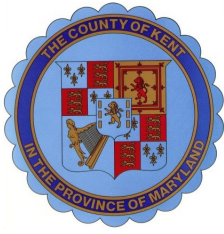
THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH KCN 05/06/21, 05/13/21

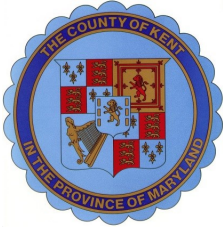




**#1 - Regular Session Minutes, May 4, 2021
5/11/2021
County Commissioners Meeting**

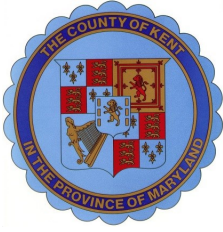
ATTACHMENTS:

Description



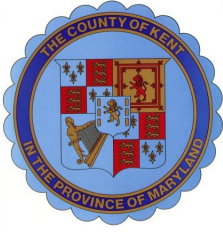
**#2 - Liquor Minutes, May 4, 2021
5/11/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes May 4, 2021
5/11/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Kent School Inc, Raffle Only, May 21, 2021
5/11/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

5-2021 Kent School Inc, Raffle Only, May 21, 2021, Application

Permit#

5-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of

Organization: Kent School Inc

Address of Organization: 6788 Wilkins Lane Chestertown MD 21620

Telephone: (410) 778 4100

Is the organization formed or located in Kent County?

No

(Yes)

Does the organization serve the residents of Kent County?

(Yes)

No

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

(Yes)

No

Tax Exempt Number: 52-0856397

Person responsible for complying with permit regulations and requirements:

Name:

Jennifer Matthews

Address:

116 Carriage Lane Greenstern MD 21688

E-Mail:

jmatthews@kentschool.org

Telephone:

(410) 778 4100 x350

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

Location address of fund-raising affair:

Chester River Yacht & Country Club

7738 Quaker Neck Road

Chestertown MD 21620

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

(Yes)

No

Date(s) of fund-raising: May 21, 2021

Date and Time of Drawing: 5/21/21

at: 5:05pm

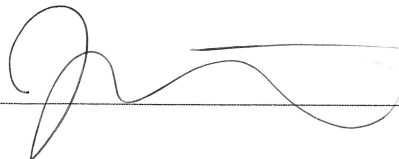
Begin at: 5pm

End

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

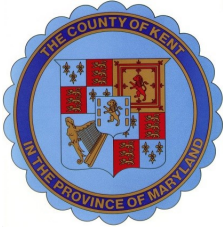
If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application:

County Commissioners
Office

Please Select One: Mail Permit

Date: 5-3-21 LJC



**#5 - Olde Kent Quilter's Guild, Raffle Only, November, 16, 2021
5/11/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

6-2021 Olde Kent Quilter's Guild, Raffle Only, November, 16, 2021, Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization:	OLDE KENT QUILTER'S GUILD		
Address of Organization:	10844 Foreston Rd, Chestertown MD 21620		
Telephone:	(215) 872-4084 (cell) 410-778-5849 (home)		
Is the organization formed or located in Kent County?	Yes		
Does the organization serve the residents of Kent County?	Yes	No	
Is this organization tax exempt under the provisions of the Internal Revenue Code?	Yes	No	
Tax Exempt Number:			

Person responsible for complying with permit regulations and requirements:

Name: Barbara Kelly
Address: 10844 Foreston Rd, Chestertown MD 21620
E-Mail: bksquared01@aol.com
Telephone: (410) 778-5849

Type of permit sought: ☒ Raffle Only () Combined gaming devices used in a single fund-raising eventLocation address of fund-raising affair: Various locations at public events
e.g. First Fridays, Farmers' Market, etc

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

Date(s) of fund-raising: Various dates throughout 2021

Date and Time of Drawing: Nov 16, 2021 Begin at: 6:30 pm
at: 8:00 pm

End

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

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

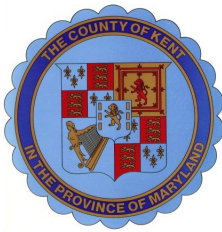
Signature of person completing this application: Barbara Kelly

County Commissioners
Office

Please Select One:

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

Date 5-4-21 JHC



Thomas N. Yeager, County Attorney
5/11/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Testifying In-Person and Live Call-In

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

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

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

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

- Rule 1:** Anyone who wishes to testify must identify themselves.
- Rule 2:** Each person testifying will have three minutes for his/her remarks.
- Rule 3:** The Chair will maintain order via voice commands.
- Rule 4:** Stick to the issues at hand.

In-Person comments will be taken first, then live call-in comments will be taken in the order in which they were received. The County Clerk will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. The Clerk will also ask to have the caller unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken.

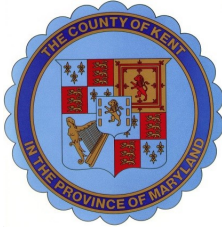
Written comments will be accepted until Friday, May 14, 2021 at 12:00 p.m. by the following methods:

By email:

kentcounty@kentgov.org

By letter:

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



Bill Mackey, Director, Planning, Housing, and Zoning
5/11/2021
County Commissioners Meeting

Item Summary:

Code Home Rule Bill 7-2021 would amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance in order to allow a "Farm Brewery, as defined by the State of Maryland" as a permitted use by right in the Agricultural Zoning District.

On February 4, 2021, the Kent County Planning Commission conducted a public hearing and reviewed the proposed amendment to Article V, Section 1.2 of the Kent County Land Use Ordinance by adding subsection 7.5, farm breweries as defined by the State of Maryland.

The Planning Commission voted unanimously to send a favorable recommendation to the County Commissioners finding the following:

- The public need of the amendment is to allow for the development of small, locally owned business which will create jobs, support tourism, and economic development.
- Was recommended by Staff and the Agricultural Advisory Commission.
- Complies with the Comprehensive Plan and the Land Use Ordinance.
- The property and zoning district are suited for this use.

ATTACHMENTS:

Description

Code Home Rule Bill No. 7-2021 Farm Breweries In The Agricultural Zoning District Public Hearing Notice

Code Home Rule Bill No. 7-2021 Farm Breweries In The Agricultural Zoning District DRAFT Legislation

KATE Comments for Farm Breweries

Excerpt from Md Annotated Code re Farm Breweries

Staff report to PC re proposed Farm Breweries in AZD

Letter from PC re proposed Farm Breweries in AZD

Letter from AAC to PC re proposed Farm Breweries in AZD

Application submitted for Text Change

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

April 20, 2021
Legislative Session Day

Legislative Session Day
April 20, 2021

CODE HOME RULE **BILL NO. 7-2021**

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

AN ACT to amend Article V, *District Regulations*, Section 1, *Agricultural Zoning District*, Section 1.2 *Permitted Principal Uses and Structures of the Kent County Land Use Ordinance*, by adding a new § 7.5 in order to allow a "Farm Brewery, as defined by the State of Maryland" as a permitted use by right in the Agricultural Zoning District.

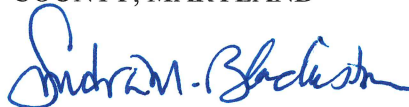
A public hearing will be held on May 11, 2021, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on May 14, 2021.

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 508 966 657 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 04/22/21, 04/29/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

April 20, 2021
Legislative Session Day

Legislative Session Day
April 20, 2021

CODE HOME RULE
BILL NO. 7-2021

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

AN ACT to amend Article V, *District Regulations*, Section 1, *Agricultural Zoning District*, Section 1.2 *Permitted Principal Uses and Structures of the Kent County Land Use Ordinance*, by adding a new § 7.5 in order to allow a “Farm Brewery, as defined by the State of Maryland” as a permitted use by right in the Agricultural Zoning District.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, April 20, 2021, ordered posted and public hearing scheduled, May 11, 2021, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on May 11, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on May 18, 2021, a legislative session day.

BILL NO. 7-2021

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

**A BILL ENTITLED CHR 7-2021 FARM BREWERIES IN THE AGRICULTURAL
ZONING DISTRICT**

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

ARTICLE V.

DISTRICT REGULATIONS

SECTION 1. AGRICULTURAL ZONING DISTRICT

...

1.2 PERMITTED PRINCIPAL USES AND STRUCTURES

A *building* or land may be used only for the following purposes:

1. *Agriculture*, including horticulture, hydroponics, general farming, orchards, groves, or nurseries for growing or propagation of plants, trees, and shrubs.

...

7. *Erosion and flood control structures.*

7.5 FARM BREWERY, AS DEFINED BY THE STATE OF MARYLAND.

8. Greenhouses, wholesale or retail.

...

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 _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

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. 7-2021

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

Memo

To: Commissioners Mason, Fithian, and Jacob

From: Sondra M. Blackiston, Clerk/KATE Manager

cc: Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney
William Mackey, Director, Planning, Housing, and Zoning
J. Terry Ober, Inspector

Date: April 14, 2021

Re: Kent County Alcoholic Beverage Licensure Process

Alcoholic Beverages Division I. General Provisions of the Annotated Code of Maryland defines (4) "brewery" Manufacturer's Licenses:

- Class 5 brewery license
- Class 6 pub-brewery license
- Class 7 micro-brewery license
- Class 8 farm brewery license

Staff supports the proposed amendment to the Kent County Land Use Ordinance relative to a Farm Brewery with the following comments:

A Class 8 Farm Brewery is permitted by the State and the scope of the license is defined in Title 2 State-Issued Permits and Licenses, Manufacturer's Licenses (attached for reference). The proposed business must meet all local zoning laws, regulations, or ordinances in accordance with the County's Land Use Ordinance to successfully apply for State-Issued Permits and Licenses.

A Code Home Rule Bill to amend the Agricultural Zoning District would achieve zoning compliance however, Kent County does not have the jurisdictional power or authority to issue a local alcoholic beverage license to a Farm Brewery. This would require a legislative action through the General Assembly to update Kent County's Alcoholic Beverage Regulations.

Kent County has previously enacted two Code Home Rule bills amending the Land Use Ordinance to allow Microbrewery as defined by the State:

CHR 4-2013 Commercial District

CHR 5-2020 Crossroads Commercial District

Currently, Alcoholic Beverages Division II. Title 24 Kent County of the Annotated Code of Maryland allows for County licensing variations to (2) manufacturer's licenses:

Class 6 Pub-Brewery can apply for a Kent County Class B beer, wine, and liquor license for use on the premise of a restaurant: pub-brewery shall be located immediately adjacent to the restaurant.

Class 7 Micro-brewery can apply for a Kent County Class D license (bar i.e. under 21 prohibited) as well as a Class B license.

Md. ALCOHOLIC BEVERAGES Code Ann. § 2-210

Statutes current through legislation effective November 6, 2020

- [MD - Annotated Code of Maryland](#)
- [ALCOHOLIC BEVERAGES](#)
- [DIVISION I. GENERAL PROVISIONS AFFECTING MULTIPLE JURISDICTIONS](#)
- [TITLE 2. STATE-ISSUED PERMITS AND LICENSES](#)
- [SUBTITLE 2. MANUFACTURER'S LICENSES](#)

Notice

 This section has more than one version with varying effective dates. To view a complete list of the versions of this section see Table of Contents.

§ 2-210. **Class 8 farm** brewery license (Reference change effective January 1, 2021.)

(a) Established. -- There is a **Class 8 farm** brewery license.

(b) Scope of authorization -- In general. --

(1) Subject to paragraph (2) of this subsection, a license holder may sell and deliver beer manufactured in a facility on the licensed **farm** or in a facility other than one on the licensed **farm** to:

- (i)** a wholesaler licensed to sell and deliver beer in the State; or
- (ii)** a person in another state authorized to acquire beer.

(2) The beer to be sold and delivered under paragraph (1) of this subsection shall be manufactured with an ingredient from a Maryland agricultural product, including hops, grain, and fruit, produced on the licensed **farm**.

(c) Scope of authorization -- Specific acts. -- A license holder may:

(1)

(i) sell beer produced by the license holder for on-premises consumption;

(ii) in an amount not exceeding 6 fluid ounces per brand, provide samples of beer that the license holder produces to a consumer:

- 1. at no charge; or
- 2. for a fee;

(iii) sell or serve:

- 1. bread and other baked goods;
- 2. chili;
- 3. chocolate;
- 4. crackers;
- 5. cured meat;
- 6. fruits (whole and cut);
- 7. hard and soft cheese (whole and cut);
- 8. salads and vegetables (whole and cut);

9. ice cream;
10. jam;
11. jelly;
12. vinegar;
13. pizza;
14. prepackaged sandwiches and other prepackaged foods ready to be eaten;
15. soup; and
16. condiments; and

(iv) subject to subsection (e)(2) of this section, sell or serve any food if the license holder is licensed to operate a food establishment under Title 21, Subtitle 3 of the Health - General Article;

(2) store, in a segregated area approved by the Comptroller, beer produced by the license holder for sale and delivery to a wholesaler licensed in the State or a person outside the State authorized to acquire the beer;

(3) brew, bottle, or contract for not more than 15,000 barrels of beer each calendar year;

(4) contract with the holder of a **Class 2** rectifying license, a **Class 5** brewery license, or a **Class 7** micro-brewery license to brew and bottle beer from ingredients produced on the licensed **farm**;

(5) import, export, and transport its beer in accordance with this section;

(6) store, brew, and bottle beer in a facility listed on a permit issued to the license holder in accordance with § 2-113 of this title, for sale and delivery to a wholesaler licensed in the State or a person outside the State authorized to acquire the beer, or shipment back to the licensed **farm**, if:

(i) the license holder does not serve or sell beer at the warehouse; and

(ii) the Comptroller has full access at all times to the warehouse to enforce this article; and

(7) enter into a temporary delivery agreement with a distributor only for delivery of beer to a beer festival or a wine and beer festival, and the return of any unused beer, if:

(i) the festival is in a sales territory for which the license holder does not have a franchise with a distributor under the Beer Franchise Fair Dealing Act in Title 5, Subtitle 1 of this article; and

(ii) the temporary delivery agreement is in writing.

(d) Limitation on brewery location. --

(1) A **Class 8 farm** brewery may be located only at the place stated on the license.

(2) The place listed on the license shall be in compliance with § 1-405(b) of this article.

(e) Preemption of local law; gross receipts ratio requirements. --

(1) Except as provided in paragraph (2) of this subsection and notwithstanding any local law, a license holder may exercise the privileges of a **Class 8 farm** brewery license.

(2) A license holder who sells foods under subsection (c)(1)(iv) of this section shall meet the same ratio of gross receipts between food and alcoholic beverages sales as a holder of a **Class D** beer and wine license or an equivalent license in the jurisdiction, as the local licensing board determines.

(f) Hours of operation. -- Subject to subsections (i) and (j) of this section, a license holder at the location listed on the license may exercise the privileges of the license each day from 10 a.m. to 10 p.m.

(g) Days of operation. -- Except as provided in Division II of this article, a **Class 8 farm** brewery license allows the license holder to operate 7 days a week.

(h) Section not to limit application of Health - General Article. -- Nothing in this section limits the application of relevant provisions of Title 21 of the Health - General Article, and regulations adopted under that title, to a license holder.

(i) Multibrewery activity. --

(1) A license holder may sponsor a multibrewery activity at the location issued on the license that:

(i) includes the products of other Maryland breweries; and

(ii) provides for the sale of beer by the glass for on-premises consumption only.

(2) In a segregated area approved by the Comptroller at the location listed on the license, a license holder may store the products of other Maryland breweries for the multibrewery activity.

(3) The multibrewery activity:

(i) may be held from 10 a.m. to 10 p.m. each day; and

(ii) may not exceed 3 consecutive days.

(j) Brewery promotional event permit. --

(1) The Comptroller may issue a brewery promotional event permit to a license holder.

(2) At least 15 days before holding a planned promotional event, the license holder shall obtain a permit from the Comptroller by filing a notice of the promotional event on the form that the Comptroller provides.

(3) The permit authorizes the license holder to conduct at the location listed on the license a promotional event at which the license holder may:

(i) provide samples of not more than 6 fluid ounces per brand to consumers; and

(ii) sell beer produced by the license holder to persons who participate in the event.

(4) The beer at the event shall be sold by the glass and for on-premises consumption only.

(5) The license holder may not be issued more than 12 permits in a calendar year.

(6) A single promotional event:

(i) may be held from 10 a.m. to 10 p.m. each day; and

(ii) may not exceed 3 consecutive days.

(7) The permit fee is \$ 25 per event.

(k) Fee. -- The annual license fee is \$ 200.

(l) Reports on total beer production. --

(1) On or before October 1 each year, the Comptroller shall report to the Senate Education, Health, and Environmental Affairs Committee and the House Economic Matters Committee, in accordance with § 2-1257 of the State Government Article, the total beer production of each **Class 8** license holder in the preceding fiscal year, identified by jurisdiction and license holder.

(2) Each holder of a **Class 8** license shall report to the Comptroller the information needed to prepare the annual report required under this subsection.

(3) The Comptroller shall include the information reported under this subsection in the annual report submitted under § 1-316 of this article.

History

PRELIMINARY STAFF REPORT

TO: Kent County Planning Commission
SUBJECT: Zoning Text Amendment – Farm Breweries in Agricultural Zoning District
DATE: January 25, 2021

DESCRIPTION OF PROPOSAL

The applicants, James and Shirley Alexander, propose to amend Article V, Section 1.2, Agricultural Zoning District, Permitted Principal Uses and Structures, by adding 7.5, farm breweries as defined by the State of Maryland. This amendment would allow license holders to brew, bottle, store, and sell not more than 15,000 barrels of beer each calendar year. Farm brewery is defined in Maryland Alcohol Article §2-210. License holders may sell beer and certain foods for on-premise consumption. The beer brewed under this type of license must be manufactured with an ingredient from a Maryland agricultural product, including hops, grain, and fruit, produced on the licensed farm.

Staff is also recommending that the bill be amended to require site plan review:

Farm breweries are subject to site plan review by the Planning Commission or where applicable the Planning Director.

APPLICABLE LAW

Article XII, Section 6 of the *Kent County Land Use Ordinance* establishes the standards for the review and approval of a zoning text amendment as follows.

1. The County Commissioners may amend, supplement, or change the boundaries of the districts or the regulations of this Ordinance. Any amendment may be initiated by a resolution of the County Commissioners, the motion of the Planning Commission, or petition of any property owner using forms specified by the Planning Commission.

2. The application for an amendment to the text of the Ordinance shall, at a minimum, state in particular the article section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment and shall recite the reasons for the proposed change in text.

4. Before taking any action on any proposed amendment, supplement, or change, the County Commissioners shall submit the proposal to the Planning Commission for review and recommendation. The Planning Commission may hold a hearing on any proposed amendment, supplement, or change before submitting its recommendation to the County Commissioners.

The Planning Commission may request any pertinent data and information as it deems necessary. In its recommendation, the Planning Commission shall address:

- a) The public need for the proposed amendment; and
- b) The extent to which the proposed amendment complies with or deviates from the Comprehensive Plan and the Critical Area Law.
- c) When reviewing an amendment to the zoning map, the Planning Commission shall address the suitability of the property in question for the uses permitted under the proposed zoning. The Planning Commission shall not recommend the adoption of the amendment unless it finds that the adoption of the amendment is in the public interest and not solely for the interest of the applicant. Failure of the Planning Commission to report to the County Commissioners within 60 days after its first meeting after the proposal was referred to them, shall be deemed approval.

COMPREHENSIVE PLAN

The proposed text amendment is consistent with the Kent County Comprehensive Plan's strategies to:

- Promote the development of small, locally owned businesses.
- Recruit new businesses which are compatible with the County's environmental resources.
- Encourage the development of farm-based business including agri-tourism.
- Promote and expand facilities, services, and activities that support natural resource-based economic development.
- Support programs and initiatives to maintain the economic viability of agriculture.
- Encourage more young people to live and work in Kent County.

STAFF COMMENTS

The Kent County Agriculture Advisory Commission met on January 13th and voted to make a favorable recommendation of this proposal. Their letter is included in your packet.

The Planning Commission will consider the public need for the amendment and consistency with the Comprehensive Plan and Land Use Ordinance.

The public need for this text amendment is to allow for the development of small, locally owned businesses, to encourage the development of farm-based business including agri-tourism, and to support initiatives to maintain the economic viability of agriculture. This use may also provide farmers with additional income.

Under State law, a farm brewery has limits on the amount of beer that can be produced each year, the number of events that may be held, as well as the types of food and the amount of product that can be sold for consumption on premises. According to staff's research, eight other jurisdictions permit farm breweries.

Staff recommends sending a favorable recommendation to the Kent County Commissioners.



Department of Planning,
Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)
planning@kentgov.org

February 4, 2021

The Honorable P. Thomas Mason, President
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Re: Zoning Text Amendment – Farm Breweries in the Agricultural Zoning District

Dear Mr. Mason:

At its February 4, 2021 meeting, The Kent County Planning Commission reviewed the proposed amendment to the *Kent County Land Use Ordinance* adding subsection 7.5 to Article V, Section 1.2 to allow farm breweries as defined by the State of Maryland. The Agricultural Advisory Commission met on January 13th and voted unanimously to recommend approval of the Zoning Text Amendment.

Following a lengthy discussion and consideration of testimony, the Planning Commission voted unanimously to send a favorable recommendation based on the following finds:

- The public need of the amendment is to allow for the development of small, locally owned business which will create jobs, support tourism, and economic development.
- Was recommended by Staff and the Agricultural Advisory Commission.
- Complies with the Comprehensive Plan and the Land Use Ordinance.
- The property and zoning district are suited for this use.

If you have any questions or concerns in this regard, kindly contact staff in the Department of Planning, Housing, and Zoning.

Sincerely,
Kent County Planning Commission

Kim Kohl
Chairman





Kent County Agricultural Advisory Commission
Department of Planning, Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)

14 January 2021

Kim Kohl, Chair
Kent County Planning Commission
400 High Street
Chestertown, MD 21620

RE: Zoning Text Amendment - Agricultural Zoning District (AZD)
Permitted Use- Farm Brewery has defined by the State of Maryland

Dear Ms. Kohl:

The Kent County Agricultural Advisory Commission has reviewed the proposed amendment to the *Kent County Land Use Ordinance* District Regulations, Agricultural Zoning District [Article V, Section 1.2] by adding subsection 7.5, Farm Breweries as defined by the State of Maryland. The members voted to recommend approval of proposed amendment based on the following:

- In its Vision, the Comprehensive Plan recognizes that agriculture is the keystone to Kent County's heritage and its future. Agriculture is the linchpin that buttresses the County's economy, culture, history, and everyday experiences. The Plan further outlines goals and strategies which support existing businesses; seeks to retain and promote existing businesses and assist in their growth; encourages the development of farm-based business including agri-tourism; and promotes and supports the agricultural industry and secure its future in the County.

If you have any questions or concerns in this regard, kindly contact our staff in the Department of Planning, Housing, and Zoning.

Sincerely,

Jennifer Debnam

Jennifer Debnam
Chair

JAD/rwt

**APPLICATION FOR TEXT AMENDMENT TO THE
KENT COUNTY LAND USE ORDINANCE
KENT COUNTY, MARYLAND**

Kent County Department of Planning, Housing and Zoning
Kent County Government Center
400 High Street • Chestertown, MD 21620
410-778-7475 (phone) • 410-810-2932 (fax)

Pursuant to Article XII, "Administrative Procedures" Section 6, "Amendments", of the Kent County Land Use Ordinance, I/We James and Shirley Alexander

Applicant's Name

of 13501 Alexander Rd Galena, md 21635-1930 302-367-4543
Address Telephone Number

hereby petition the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Update Article II Section 4.3.1B Class 8 Farm Brewery as Defined by the State of Maryland.

The purpose of the proposed amendment is to permit: the operation of a Class 8 Farm Brewery at 13501 Alexander Rd Galena, md 21635. This is a plan to promote Craft beer tourism and economic development in Kent County.

James Roy Alexander
Applicant's Signature

11-17-2020
Date

Please Note: The application for an amendment to the text of this Ordinance shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment.

Instructions: The Land Use Ordinance requires that five (5) copies for Zoning Text Amendment be submitted to the Executive Assistant to the County Commissioners accompanied by \$500.00 filing fee, payable to the County Commissioners of Kent County.

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 12/15/2020

For Office Use Only:

File Number 20-47
Date Filed 12/17/20
Date Referred to Planning Commission _____
Date Recommend. Rec'd from Plan. Comm. _____
County Comm. Public Hearing Date _____
County Commissioners Action _____
Date of Action _____
Property Posted _____

BAYBILLY BREWING CO.

Baybilly LLC.

13051 Alexander Rd, Galena, MD 21635

Proposed Amendment to the Kent County Land Use Ordinance for Article II Section 4 Rural Residential Zoning District

I, James Alexander respectfully request the amendments to the land use ordinance listed in the attached application. This request is being made to allow farm breweries to exist on farms across Kent County. I have been in contact with a farm brewer in another county and with brewers from other counties in Maryland. The intent of this is to add to the growing industry of craft brewing tourism in the state and bring that tourism to Kent County.

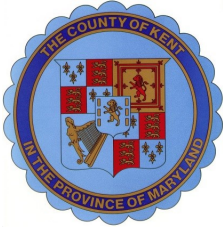
There are currently over 100 craft breweries in the state of Maryland which ranks it 22nd in the nation. On the eastern shore there are currently thirteen breweries. These breweries broken down by county are 4 in Cecil, 1 in Dorchester, 4 in Queen Anne's, 2 in Wicomico, and 2 in Worcester. There is currently one in Kent county awaiting approval. There are currently 14 farm breweries in the state of Maryland of which 1 is on the eastern shore in Queen Anne's County.

The craft beer industry has brought in over 600 million dollars of revenue to the state (2019). It has created over 6000 jobs. These numbers are actually small compared to neighboring states like Delaware and Pennsylvania with over a billion dollars in sales and over 8000 jobs. There is plenty of room for Maryland to grow in this industry. Opening craft brewery tourism in the county would allow this growth.

Farm breweries have a lot of advantages over a brew pub. Farm breweries are typically family friendly venues. They tend to attract people of all age groups drinkers and nondrinkers. This is due to the various events a farm setting allows. This setting allows not only the brewery but also space for local artisans and farmers to set up booths to sell their wares. Such as a farmers market or craft show. It also allows for events like fall fests, corn mazes, music, playgrounds etc. The craft beer is just a catalyst to bring individuals together to enjoy many of the merchandise available from individuals throughout the county.

Not only will it benefit artisans and crafters throughout the county to be able to sell their things but it will also support the local restaurants in the area. The brewery will not supply food. There will be food trucks available at times but mainly the food will come from local restaurants by takeout. Menus from the restaurants will be provided. Patrons will be able to place orders with the local restaurants and have delivery or there will be a runner to pick up their orders.

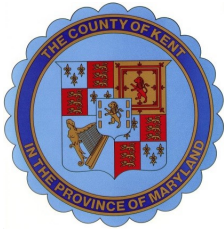
For the proposed brewery at the Alexander Farm located at 13501 Alexander Road, Galena will not need any structures built to support the brewery and tasting room. The structures are already present. There will need to be slight renovations made which are mainly cosmetic. The plan is to have a tasting room inside, a brew house, and outside area for tastings and any special events.



Mike Bitting, Chief Enforcement Officer
5/11/2021
County Commissioners Meeting

Item Summary:

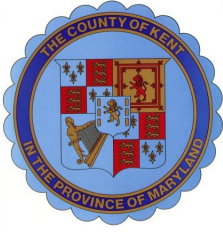
Request To Approve Updating The Plumbing Code



Mike Bitting, Chief Enforcement Officer
5/11/2021
County Commissioners Meeting

Item Summary:

Request To Implement HVAC Inspections As Standard Practice



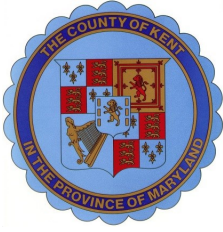
Economic & Tourism Development 5/11/2021 County Commissioners Meeting

Item Summary:

Recommendation to Hire Applicant for Administrative Assistant II Vacancy

ATTACHMENTS:

Description



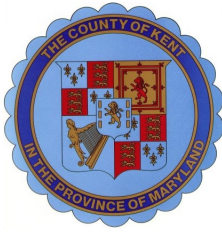
**Parks and Recreation
5/11/2021
County Commissioners Meeting**

Item Summary:

Summer Applicants

ATTACHMENTS:

Description



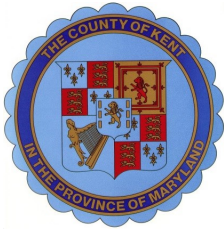
Planning, Housing, and Zoning 5/11/2021 County Commissioners Meeting

Item Summary:

Recommendation to Hire Applicant for Associate Planner Vacancy

ATTACHMENTS:

Description

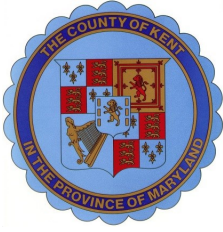


Environmental Operations Division
5/11/2021
County Commissioners Meeting

Item Summary:

ATTACHMENTS:

Description



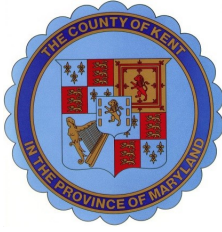
Environmental Operations Division
5/11/2021
County Commissioners Meeting

Item Summary:

Disposal Permit Proposal

ATTACHMENTS:

Description



Circuit Courtroom HVAC Emergency Repair 5/11/2021 County Commissioners Meeting

Item Summary:

Contingency Fund Request for Emergency Repair

ATTACHMENTS:

Description

05.11.21 Proposal, Johnson Controls, Kent County Courthouse Split System (4-3-20), Replace 15 Ton AC System in Courthouse Loft, Quote Reference 1-17YT1YMY



Proposal

TO: KENT COUNTY PUBLIC WORKS
709 MORGNEC ROAD

CHESTERTOWN, MD 21620

ATTN: Bob Merritt

JOHNSON CONTROLS SALISBURY
WILMINGTON CB - 0N28
812 FIRST STATE BLVD
WILMINGTON DE 19804-3573
PH: (866) 589 9275
FAX: (844) 634 9291

Date: 4/3/2020

Quote Ref: 1-17YT1YMY
Project Name: Kent County Courthouse Split System 4-3-20
Site: KENT COUNTY 400 HIGH STREET
400 HIGH ST
CHESTERTOWN, MD 21620-1312

We propose to furnish the materials and/or perform the work below for the net price of: \$60,200.00

For the above price this proposal includes:

Budgetary Pricing to replace qty-1 15 ton A/C system in Courthouse Loft.
New unit specifications attached.

Lock out / tag out all energy sources.
Recover and dispose of all refrigerant per EPA standards.
Disconnect and demo old condensing unit.
Disconnect ductwork and demo qty-2 old AHU's in loft.
Rig new single AHU into loft area.
Install hangers and mount new AHU from loft ceiling.
Fabricate and modify existing ductwork to mate with new AHU.
Insulate ductwork as needed.
Fabricate and connect existing electrical service to new AHU.
Furnish and install new condensate piping for AHU.
Modify existing concrete pad as needed to accept new condensing unit.
Provide Lull to set new condensing unit on outdoor pad.
Reconnect existing electrical service to new condensing unit.
New condensing unit furnished with Factory mounted lockable disconnect.
Furnish and install new refrigerant lineset between AHU and condensing unit.
Provide high reach for working along outside wall.
Pressure test all refrigerant piping.
Evacuate and charge unit with R410A refrigerant.
Start up unit and check operation.
Provide all EPA and service documentation.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and
Johnson Controls is authorized to proceed
with the work, subject to credit approval by

This proposal is valid through: 5/3/2020



Johnson Controls, Inc. Milwaukee, WI.

KENT COUNTY 400 HIGH STREET

Johnson Controls

Signature: P. Thomas Mason

Signature: _____

Name: P. Thomas Mason

Name: _____

Title: President

Title: _____

Date: May 11, 2021

Date: _____

PO: _____

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. , if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICE AND PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LABOR WARRANTY. Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

6. LIABILITY. Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

9. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

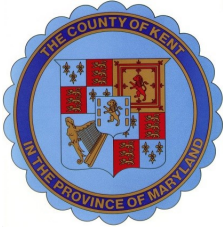
11. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Eastern Shore Entrepreneurship Center 5/11/2021 County Commissioners Meeting

Item Summary:

Maryland Relief Act of 2021

ATTACHMENTS:

Description

05.05.21 Agreement By and Between Kent County Commissioners and Eastern Shore Entrepreneurship Center, Kent County Revolving Loan Fund, Restaurants, Lodging, and Online Sales, Telework Maryland Relief Act of 2021

**AGREEMENT BY AND BETWEEN
KENT COUNTY COMMISSIONERS/
AND EASTERN SHORE ENTREPRENEURSHIP CENTER**

THIS AGREEMENT is made and entered into on May 5, 2021, by and between the Kent County Commissioners (County) and the Eastern Shore Entrepreneurship Center (ESEC) both of whom understand the following:

BACKGROUND

Maryland Relief Act of 2021 Through the Maryland Department of Commerce Kent County received funding for business relief for the following programs: Restaurants, Lodging, and Online Sales/Telework.

The County Department of Economic & Tourism Development established the grant programs criteria (attached), application forms and processes, and review process.

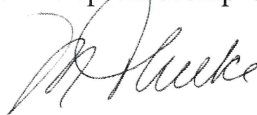
AGREEMENT

The County will capitalize the Kent County Revolving Loan Fund, an account at People's Bank, with \$ 98,500 from the Maryland Department of Commerce.

The Department of Economic & Tourism Development will review and provide a list of approved grant recipients to ESEC for issuance of checks in the amount stated. Checks will be mailed to the Department for disbursement. ESEC will issue 1099s at the end for the fiscal year per their regular accounting procedures.

The fee for the above services will be \$2,325 and will be paid from the People's Bank account, Kent County Revolving Loan Fund, capitalized through the Maryland Department of Commerce.

Eastern Shore Entrepreneurship Center



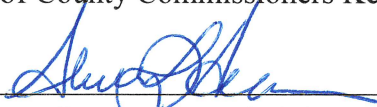
By: _____

Michael Thielke, Executive Director

05MAY21

Date

Board of County Commissioners Kent County, Maryland

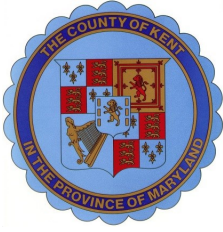


By: _____

Shelley Heller, County Administrator

5/5/21

Date



**Public Notice, Five-County Joint Meeting
5/11/2021
County Commissioners Meeting**

Item Summary:

May 19, 2021 at 7:00 p.m.

ATTACHMENTS:

Description

05.11.21 Notice of Joint Public Meeting with Chesapeake College

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

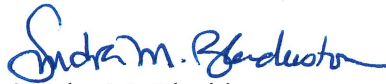
PUBLIC NOTICE

The County Commissioners of Kent County, Maryland, do hereby provide public notice that on May 19, 2021 at 7:00 p.m., there will be a five-county joint meeting of the legislative bodies of Dorchester, Talbot, Queen Anne's, Kent, and Caroline Counties. The meeting is open to the public. No later than noon on May 19, 2021, citizens may call 410-778-4600 and press 4 or email kentcounty@kentgov.org to receive further instructions and methods to observe the public meeting.

The purpose of the meeting will be primarily to discuss budgetary matters concerning Chesapeake College, and any other matters that each county chooses to discuss.

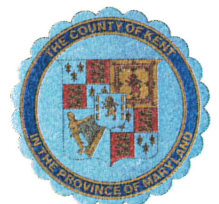
By order of:

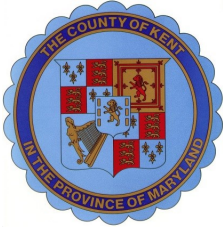
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

05.11.21 Posted on County website, media notified, read into record at the Commissioners' May 11, 2021 and included in the electronic meeting packet.





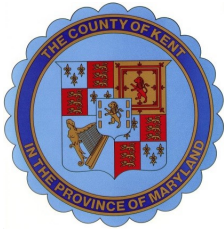
J. Terry Ober, Inspector, Kent Alcohol and Tobacco Enforcement
5/11/2021
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description



Procedures for Public Comment 5/11/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

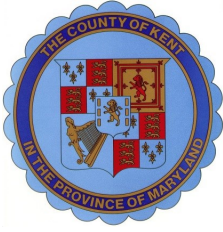
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is 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.



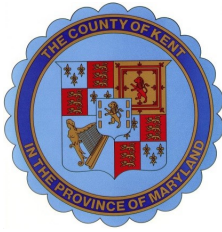
Contingency and Use of Fund Balance Report 5/11/2021 County Commissioners Meeting

ATTACHMENTS:

Description

5-4-2021 Commissioner Report Contingency-revised

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 Portalogic 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
TOTAL		<u>\$ 346,893</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 453,107</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.			



Bill Mackey, Director, Planning, Housing, and Zoning
5/11/2021
County Commissioners Meeting

Item Summary:

Legal

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

ATTACHMENTS:

Description