

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

March 14, 2023

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

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

Public Notices

Alcoholic Beverage License Hearing

Ford's Seafood, Inc.

Code Home Rule Bill No. 1-2023 Erosion and Sediment Control, Flood Plain Management, Forest Conservation, Subdivision of Land

Public Hearing Notice

Consent Items

1 - Regular Session Minutes, March 8, 2023

2 - Liquor Minutes, March 8, 2023

3 - Closed Session Minutes, March 8, 2023

Special Class C Licenses

The Chestertown Tea Party Festival, Beer, Wine and Liquor, May 26-28, 2023

Chestertown Tea Party Festival, Inc.

County Attorney

Thomas N. Yeager, County Attorney

Deed of Dedication Update

Appointments

Jillyn Coleman, Director, Parks & Recreation; Brad Hirsh Sultana Education Foundation

Park Use Discussion

Charles Mills, GAFF Consultancy

Police Accountability Board Recommendation

Departmental Appointments

Jillyn Coleman, Director, Parks & Recreation

Request For Proposal # PR 23-04 for Repairing, Re-Plastering, and Balancing of Recreational Outdoor Pools

Bill Mackey, Director, Planning, Housing and Zoning

Resolution to forward a proposed Code Home Rule Bill regarding updating the permitted height of industrial structures in the 301 Corridor to the Planning Commission for review

Carla Gerber, Deputy Director, Planning, Housing, and Zoning

MALPF Recertification Report for 2023

Rosemary Ramsey Granillo, Director, Local Management Board, and Penny Young-Carrasquillo, Grants Manager

Acceptance of Maryland Dept. of Housing and Community Development Connected Devices Program Grant

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Assure and Certify KCLMB's FY2024 Community Partnership Application

Human Resources Director

Detention Center

Correctional Officer Vacancy

Jim Miller, Director, Human Resources

Human Resources Coordinator Job Description

County Administrator

Shelley Heller, County Administrator

Turner's Creek Discussion

Shelley Heller, County Administrator

FY2024 Goals and Objectives Discussion

Proclamation

Saturday, March 25, 2023 Vincent and Leslie Prince Raimond Day

Kent Soil and Water Conservation District

Richard and Elsie Winters, 2022 Cooperator of the Year

County Administrator Report

Cindy Moore, President, Kent Ag Center

State of Maryland Board of Public Works Grant Application

Shelley Heller, County Administrator

Senate Bill 522 / House Bill 740 - Education - Accountability and Implementation Board - Membership

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

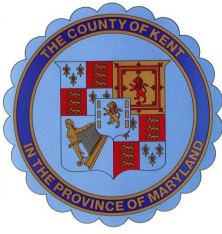
Closed Session

Jim Miller Director, Human Resources

Personnel

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

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



Alcoholic Beverage License Hearing 3/14/2023 County Commissioners Meeting

Item Summary:

Ford's Seafood, Inc.

ATTACHMENTS:

Description

04.04.23 Ford's Seafood, Inc. Public Hearing Notice



Board of License Commissioners

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

NOTICE

Application has been made by: Nevitte W. Ford, President and Sharon Bryden Ford, Vice President; representing Ford's Seafood, Inc. for a Class B, Beer License on the premises known as:

Ford's Seafood
21459 Rock Hall Road
Rock Hall, MD 21661

which shall authorize the holder thereof to sell Beer at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on April 4, 2023, 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

A handwritten signature in blue ink that reads "Lacey T. Cox".

Lacey T. Cox, Deputy Clerk II

PUBLISH KCN 03/16/23, 3/23/23



**Code Home Rule Bill No. 1-2023 Erosion and Sediment Control, Flood
Plain Management, Forest Conservation, Subdivision of Land
3/14/2023
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 1-2023 Erosion & Sediment Control, Flood Plain Management, Forest Conservation,
Subdivision of Land PHN

CHR Bill No. 1-2023 Erosion & Sediment Control, Flood Plain Mgmt., Forest Conservation, Subdivision
of Land DRAFT



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

March 8, 2023
Legislative Session Day

Legislative Session Day
March 8, 2023

CODE HOME RULE
BILL NO. 1-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to delete the contents of certain chapters of the Code of Public Local Laws of Kent County to reflect actions taken in 2002, whereby the contents of these Chapters were relocated to Chapter 222 Zoning of said Public Local Laws by the adoption of the Kent County Land Use Ordinance as a unified development ordinance, and to indicate that these Chapters are "Reserved". The chapters for which contents are to be removed are Chapter 178 Erosion and Sediment Control, Chapter 182 Floodplain Management, Chapter 185 Forest Conservation, and Chapter 215 Subdivision of Land.

A hearing will be held on March 29, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, March 24, 2023.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY,
MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston
Clerk

PUBLISH: KCN 03/16/23

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 8, 2023
Legislative Session Day

Legislative Session Day
March 8, 2023

CODE HOME RULE
BILL NO. 1-2023

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, March 8, 2023, ordered posted and public hearing scheduled on March 29, 2023, 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 the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on March 29, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on April 18, 2023, a legislative session day.

A BILL ENTITLED CHR 1-2023 DELETE CHAPTERS 178, 182, 185, AND 215

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Code of Public Laws of Kent County is hereby amended as follows:

Section 1.

The following Chapters are deleted in their entirety and the entries below are hereby substituted:

~~Chapter 178 Erosion and Sediment Control~~

~~Chapter 182 Floodplain Management~~

~~Chapter 185 Forest Conservation~~

~~Chapter 215 Subdivision of Land~~

CHAPTER 178 (RESERVED)

CHAPTER 182 (RESERVED)

CHAPTER 185 (RESERVED)

CHAPTER 215 (RESERVED)

Section 2.

Explanatory notes similar to those notes found under Chapter 210 (Reserved) are to be included by the editor of eCode360.

SECTION 3. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

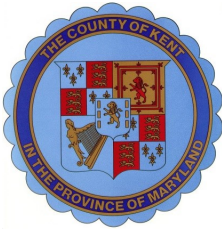
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

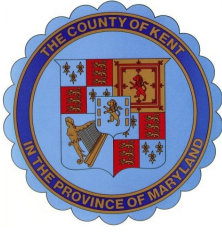
ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**# 1 - Regular Session Minutes, March 8, 2023
3/14/2023
County Commissioners Meeting**

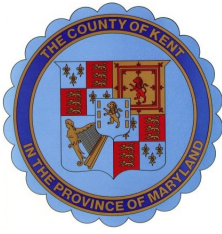
ATTACHMENTS:

Description



**# 2 - Liquor Minutes, March 8, 2023
3/14/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



**# 3 - Closed Session Minutes, March 8, 2023
3/14/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**The Chestertown Tea Party Festival, Beer, Wine and Liquor, May 26-28,
2023
3/14/2023
County Commissioners Meeting**

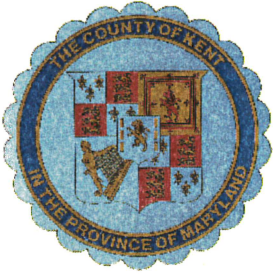
Item Summary:

Chestertown Tea Party Festival, Inc.

ATTACHMENTS:

Description

03.14.23 4864 The Chestertown Tea Party Festival Special Class C (Per Diem) License, Beer, Wine and Liquor May 26-28, 2023



No 4864

STATE OF MARYLAND

ALCOHOLIC BEVERAGE LICENSE

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

SPECIAL CLASS "C" PER DIEM LICENSE

_____ Beer _____ Beer and Wine X Beer, Wine, Liquor

Effective Date(s): May 26-28, 2023

Cost: \$75.00 (\$25.00x 3 days)

This is to certify that: Nerina Fleegle, Board Member
Kristen Hunter, Board Member
Thomas Hayman, President

Club, Society, or Association: The Chestertown Tea Party Festival, Inc.
Address of Club, Society, or Association: P.O. Box 526 Chestertown, MD 21620

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

Location of event: 100-400 High Street, 100-300 N. Cross Street, 100-200 S. Cross Street, Wilmer Park, Chestertown, MD 21620

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

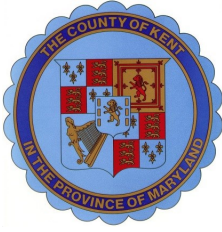
Issued the 14th day of March, 20 23

License fee: \$75.00

Patricia Menick

Kent County Chief Finance Officer

The license holder shall display the license conspicuously at the licensed premises during the date(s) of the event.



Thomas N. Yeager, County Attorney
3/14/2023
County Commissioners Meeting

Item Summary:

Deed of Dedication Update

ATTACHMENTS:

Description

Deed of Dedication of Water and Sewer Facilities Humane Society of Kent County and Kent County

Prepared by and Return to:
 Thomas N. Yeager, Esquire
 Law Office of Thomas N. Yeager
 203 Maple Avenue
 Chestertown, MD 21620

LR - Government
 Instrument . 0.00
 Agency Name: County
 Commissioners of Kent
 County
 Instrument List:
 Agreement / Easement
 Describe Other:
 Ref:

=====
 Total: 0.00
 02/24/2023 04:15 CC14-WB
 #17016019 CC0203 -
 Kent County/CC02.03.01
 - Register 01

**DEED OF DEDICATION
 OF WATER AND SEWER FACILITIES**

AND

GRANT OF EASEMENT

THIS DEED OF DEDICATION, dated this 21st day of February, 2023, from the Humane Society of Kent County, Inc., a Maryland Corporation (hereinafter collectively referred to as "Grantor") to The County Commissioners of Kent County, a political subdivision of the State of Maryland (hereinafter referred to as the "County" or the "Grantee"). Because the Grantee is a body politic and a political subdivision of the State of Maryland, this instrument is exempt for all recordation charges.

Explanatory Statement

The Grantor is the owner of a property on the West Side of Maryland Route 292 in Kent County, Maryland and more fully described in a Deed recorded among the Land Records of Kent County in Liber M.L.M. No. 1051, Folio 282. The water and sewer facilities are the subject of a Public Works Agreement dated September 7, 2021. In accordance with Section 7 of the aforementioned agreement, the off site improvements "Facilities" are to be dedicated to the County upon the meeting of certain conditions. Those conditions have now been met, and as a result the parties are executing the within instrument.

Recitals

WHEREAS, the Grantor has constructed the Facilities in accordance with the approved plans prepared by Davis, Moore, Shearon & Associates, LLC. dated March 2020 and revised December 2022 (the "Plans"), which are incorporated herein by reference and made a part hereof and provided As-Built Plans of the completed improvements and,

WHEREAS, the Facilities have been inspected and have been found to have been fully completed in accordance with the approved Plans and specifications and in accordance with all applicable laws and regulations; and,

WHEREAS, the Grantor is dedicating to the Grantee, a thirty foot (30') wide utility easement for the Facilities extending from the State Highway right of way along the entire frontage of the property as shown on the approved Plans; and,

WHEREAS, in accordance with the Public Works Agreement of the parties, the

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

(410) 810-0428

WHEREAS, the County has accepted the offer of dedication.

THE GRANTOR, for a consideration of the prior agreements of the parties referenced in the explanatory statement and recitals set forth above and for ZERO DOLLARS (\$0.00) (NO ACTUAL MONETARY CONSIDERATION) receipt of which is hereby acknowledged, grants, conveys and assigns to the Grantee, its successors and assigns, the ownership of the offsite water and sewer Facilities, more fully described in the Public Works Agreement and the Plans, respectively, along with a thirty (30') foot wide utility easement for access to the Facilities extending from the State Highway Right of Way along the entire frontage of the Grantor's property as shown on the Plans that are referenced in this instrument.

WITNESS the hand and seal of Grantor.

WITNESS:

BY: [Signature] (SEAL)

Accepted By:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

BY: [Signature] (SEAL)

STATE OF Maryland COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on February 21, 2023 before me, a Notary

Public of the State and county aforesaid, personally appeared Richard Keaveney, known to me (or satisfactorily proven) to be the Executive Director of the Grantor, Humane Society of Kent County, Inc. who acknowledged that he executed the same for the purpose therein contained.

I hereby certify as of 2/24/13, taxes are paid on the property, covered by this deed, as well as any other charges which should be collected before transfer of same, pursuant to the Real Property Article Title 3 Section 104 of the Annotated Code of Maryland.

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

Tonya Lee Thomas
Notary Public
Notary Public
Queen Anne's County, Maryland

My Commission Expires: 8/25/25

STATE OF Maryland, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on February 17, 2023 before me, a Notary Public of the State and county aforesaid, personally appeared Ronald H. Fithian, known to me (or satisfactorily proven) to be the President of the Grantee, County Commissioners of Kent County, Maryland who acknowledged that he executed the same for the purpose therein contained.

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

Tonya Lee Thomas
Notary Public
Notary Public
Queen Anne's County, Maryland

My Commission Expires: 8/25/25

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

Thomas N. Yeager
Thomas N. Yeager

MARYLAND
FORM

WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence****2022**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor The Humane Society of Kent County, Inc.

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).
Water and Sewer facilities on the west side of Maryland Rt 292.**3. Reasons for Exemption****Resident Status**☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Jonya L. Thomas

Name

Shelley L. Heller2/21/23

**Date

Signature

Shelley L. Heller**3b. Entity Transferors**

Witness/Attest

Jonya L. Thomas

Humane Society of Kent Co., Inc

Name of Entity

By

Name

Richard Haveray

Title

EXECUTIVE DIRECTOR

**Date

2/21/23

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

הרצאות והחזרות (פתיחה וסיום) יתקיימו ביום חמישי, 15.05.2019, בשעה 18:00.



**Jillyn Coleman, Director, Parks & Recreation; Brad Hirsh Sultana
Education Foundation
3/14/2023
County Commissioners Meeting**

Item Summary:

Park Use Discussion

ATTACHMENTS:

Description

Park Use Regulations

Sultana request for Turner's Creek Usage



County Commissioners of Kent County, MD

Department of Parks & Recreation



COUNTY PARK REGULATIONS

Applicability

All parks and facilities overseen by the Kent County Parks & Recreation Department ("Department"), including, but not limited to: Bayside Landing Park & Pool, Betterton Beach, Edesville Park, Francis Cann Demonstration Woodlot, Millington Park & Pool, Toal Park, Turners Creek Landing & Park and Worton Park.

Regulations

1. Hours of Operation - The property is accessible for unlimited public use during daylight hours for the purpose of lawful recreation pursuits. No unauthorized person or vehicle may enter or remain in a park or portion thereof from sunset to sunrise or at any time prohibited by posted hours of operation unless participating in a County approved program or with permission from the Department.
2. Closing of Parks - The Department may close any park or portion thereof when deemed necessary for public safety and health, for protection of the parks' grounds, for fire hazards, for construction and maintenance, for park operations, or for park environmental protection.
3. Closed Parks / Trespassing - It is prohibited to enter upon or into any county-owned land or facility at any time when the land or facility is closed to the general public unless specifically authorized by the County Commissioners.
4. Alcoholic Beverages - Possession of alcoholic beverages in parks is prohibited and strictly prohibited in pool areas and areas with youth events/activities taking place.
5. Under the Influence - No person under the influence of alcoholic beverages or drugs will be permitted in any County park.
6. Tobacco-Free Policy - A person may not use any form of tobacco, as hereinafter defined, in a restroom, at a spectator area, concession area, or playground in any Kent County park or recreation facility. Furthermore, a person may not use any form of tobacco, as hereinafter defined, while on Kent County park property, within 100 yards of an organized activity at a Kent County park. "Tobacco" includes, but is not limited to, cigarettes, electronic cigarettes, cigars, pipes, snuff, spit tobacco, or any other form of tobacco usage.

*For large scale private rentals, alcohol sales may be permitted, upon approval and licensure by the County Commissioners. Alcohol sales generally require a County issued liquor license for event caterers.
7. Use - Park property and recreation and park programs are open to use for all members of the public, regardless of race, sex, national origin, color or creed. The Department reserves the right to designate spaces for specific uses and or intended purposes such as softball only, soccer only, etc.
8. Picnic Pavilions/Shelters - Use of picnic pavilions or shelters are first-come first-serve, unless reserved for exclusive use. Exclusive use rentals require a security deposit and rental fee arranged through the Department.
9. Athletic Fields - Scheduled use of athletic fields for sports leagues or other organizations are arranged and scheduled in advance through the Department. When there is no scheduled league or organization use, athletic field use is first-come first serve.
10. Interference with County Recreational Activities - It is prohibited for any person to interfere with, disrupt or disturb any recreational activity duly authorized by the Kent County Parks & Recreation Department, whether such interference, disruption or disturbance is caused by the action of the individual, inaction of the individual or by words, gestures or other means.

11. Advertising - A person may not erect or post any sign, notice or literature in a park or facility nor use any loudspeaker or public address system without first obtaining permission from the Department.
12. Camping - It is prohibited to camp on, tent on, sleep on or inhabit any roadside of any county road or along any county roadside, within the right-of-way of the road or in any county recreational park or in, on or adjacent to any county landing or any other county-owned property unless specifically authorized by law or resolution of the County Commissioners.
13. Weapons & Firearms - No person, other than a law enforcement officer or otherwise authorized officer, shall carry, possess or discharge a firearm or weapon of any kind on park property.
14. Fires - No person shall build or cause to be built or set any fire except within established barbecue grills. No person shall leave any fire, and all such fires shall be thoroughly extinguished prior to leaving the site.
15. Disturbing the Peace - No one may disturb the peace at any of the County parks. Live bands, loud or offensive music, or any excessive noise which disturbs the peace is prohibited except by permission from the Department.
16. Commercial Activities - Peddling, soliciting, or conducting of any service, business, trade or occupation, including the taking of photographs and motion pictures for commercial use, as well as, conducting private instruction or lessons is prohibited except when approved by the Department via Special Park Use Permit approval process. A rental fee is required for fee-based participation. Large scale special park use fee determined based on the nature and size of the activity. Depending on the nature and size of the event, a security deposit of \$150 up to a maximum of \$500 may be required.
17. Aeronautical Activities - Powered model airplanes or rockets may not be flown over or launched from any park, except for unmanned aircrafts as defined in Section 14-301(a) of the Economic Development Article of the Annotated Code of Maryland, the operation of which shall be in accordance with State law. Helium balloons, hang gliders, parachutes, ultra-light planes, or any other person-operated aircraft shall not be launched from park property.
18. Animals - Per Kent County Public Law (Section 64 - Domestic Animals), all dogs shall be kept under restraint. Animal owners shall be responsible for the removal of any excrement deposited by the animal. Violations will result in fines of not more than \$400.
19. Fishing - Fishing is permitted only in compliance with State law and posted rules.
20. Flora and Fauna - Unless authorized by law, a person may not catch, molest or kill any wildlife or disturb any nest, burrow or den of any animal or fowl. A person may not injure, remove or destroy any flora. Planting of vegetation and/or digging into the surface or park property are prohibited except by permission of the Department.
21. Gambling - Gambling, gaming, wheels of fortune or other games of chance are prohibited except by permission of the Department.
22. Hunting - Hunting or trapping is prohibited on park property except for animal control purposes or except as permitted by the Department.
23. Golf - The hitting of golf balls is prohibited on County park property.
24. Littering - No person shall discard, deposit, dump, or allow to blow away refuse of any kind in or upon park property, except by placing such refuse in a container provided for such purpose. No household trash may be discarded in a County Park.
25. Trees - No person may cut, saw, or injure any live or dead trees or part thereof with any type of equipment, power or otherwise, on park property, or remove any live or dead trees from park property, except by permission of the Department.
26. Traffic and Parking - No person shall operate any motorized vehicle on park property other than on a road or street to which public access has not been prohibited. No off-road vehicles such as all-terrain four-

wheels, unlicensed motorcycle, snowmobile or golf cart, etc. will be allowed on County Property. Violators will be prosecuted (L Buses, trucks and commercial vehicles with commercial marking or tools of trade, with the exception of taxi cabs and tool trucks on service calls to disabled vehicles), shall not be operated on park property unless permission has first been obtained from the Department. User is responsible to inform participants of parking regulations. As there is limited parking within parks, parking in designated parking areas only shall be permitted. Any non-County vehicle on fields and unmarked grass areas is strictly prohibited at all times. Coaches are expected to ask players and parents for assistance to transport equipment to fields. Leagues will be held responsible for coaches and parents who drive/park on fields or unmarked grass areas. Fines of \$25.00 per vehicle will be assessed as applicable. Fines may be higher if damage occurs as a result of vehicles on fields or unmarked grass areas. KCPR and DPW personnel visit parks often and this area of concern will be regularly monitored and strictly enforced.

27. Automobiles - A person may not wash, repair or perform other work on any personal automobile on park property except in the case of emergency. No overnight parking of automobiles, tractor trailers, mobile homes, etc. Violators will be towed at the owners' expense.
28. Paths and Trails - Only pedestrians and non-motorized vehicles may use those paths and trails designated by the Department as footpaths, nature trails, or bicycle trails. Horses, horse drawn vehicles and motor vehicles shall be prohibited except by permission from the Department.
29. Violations - Violators who do not comply with regulations will be asked to leave the premises. Failure to leave premises after so directed shall be considered criminal trespassing.
30. Indemnity / Hold Harmless - Kent County Government, its elected officials and employees are absolved of all responsibility for injury or loss sustained by persons or property as a result of the user's negligence or that of any member in their group.
31. Enforcement - Department of Parks & Recreation employees and Department of Public Works employees have full authority in and on county-owned parks, land, and recreation facilities, including parking areas, and are authorized to enforce regulations.
32. Rules and Regulations Regarding - The Department reserves the right to adopt additional rules, regulations, hours of operation, limitation of uses or other standards regarding the use of county-owned property.

~Approved by the authority of the Kent County Parks & Recreation Advisory Board on February 10, 2020~
Amended May 3, 2021



P.O. Box 524 • Chestertown, MD 21620 • (410)778-5954 (ph) • (410)778-4531 (fax)

To whom it may concern:

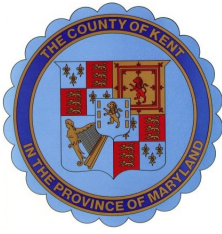
I am hoping that we could reserve Turner's Creek as an overnight camping site for a school called Harford Day School from the western shore. They have an 8th grade class of 42 students. Their school curriculum studies marine ecosystems in brackish water - specifically in rivers/tributaries that flow into the Chesapeake Bay. They are looking for an area that is relatively peaceful and rural that would not have a ton of boat traffic (at least during the week when they would be there). They want to study the water, sample the wildlife in the area, and generally learn about the Chester River and other rivers like it. In addition, their school has a community service component, and they were also hoping to do a beach/park clean up as part of their trip.

Normally, we would use the youth group campsite at the Sassafras River Natural Resources Management Area, but the size of the group coming (45 students plus 5 adult chaperones) means that we would need more space than usual. We are hoping to use the Turner's Creek which would be better suited for the size of the school group coming.

Currently, the dates they have set aside would be September 18th to September 19th. We would be looking to camp in the meadow area that is west of the parking lot at the top of the hill. We are willing to pay a rental fee for this usage.

Again, thank you for your time and attention.

Yours,
Bradley Hirsh
Sultana Education Foundation
Director of Paddling Programs
200 S. Cross St.
Chestertown, MD, 21620
bhirsh@sultanaeducation.org
484-661-9558



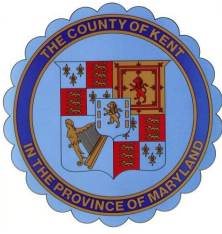
Charles Mills, GAFF Consultancy
3/14/2023
County Commissioners Meeting

Item Summary:

Police Accountability Board Recommendation

ATTACHMENTS:

Description



Jillyn Coleman, Director, Parks & Recreation
3/14/2023
County Commissioners Meeting

Item Summary:

Request For Proposal # PR 23-04 for Repairing, Re-Plastering, and Balancing of Recreational Outdoor Pools

ATTACHMENTS:

Description

03.14.23 Contract #23PRPOOL0523 Between County and Contractor CW Services, LLC Repairing, Re-Plastering, and Balancing of Recreational Outdoor Pools



**REPAIRING, RE-PLASTERING, & BALANCING OF
RECREATIONAL OUTDOOR POOLS CONTRACT
BETWEEN COUNTY & CONTRACTOR**

This Contract, made this ~~23rd~~ ^{14th} day of ~~February~~ ^{March}, 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and CW Services, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall Replaster the entire Millington Pool at 165 Sassafras Street, Millington, MD. Provide all labor and material for the demolition, which shall include draining the pool, acid washing, cutting, and chipping at waterline tile, total removal of plaster to pool shell. removal of any steel reinforcement that may cause potential rusting. clean up and disposal of jobsite waste and debris. provide all labor and material to apply a plaster bond coat for extra adhesion bonding of the old existing surface. provide all labor and material to install new tile transitions tile, repair cracked shell, replace missing tiles, update return fittings, and white plaster of a minimum of ½ inch, inspect return, equalizer and skimmer fittings as needed, refill pool using owner's water, start system and chemically balance pool water (turn over 3 days after plastering is completed), and provide owner with instructions for proper curing.

Replaster the entire Kiddie Pool at 11041 Worton Road, Worton, MD. Provide all labor and material for the demolition, which shall include draining the pool, acid washing, cutting, and chipping at waterline tile, total removal of plaster to pool shell. removal of any steel reinforcement that may cause potential rusting. clean up and disposal of jobsite waste and debris. provide all labor and material to apply a plaster bond coat for extra adhesion bonding of the old existing surface. provide all labor and material to install new tile transitions tile, repair cracked shell, replace missing tiles, update return fittings, and white plaster of a minimum of ½ inch, inspect return, equalizer and skimmer fittings as needed, refill pool using owner's water, start system and chemically balance pool water (turn over 2 days after plastering is completed), and provide owner with instructions for proper curing. Please reference to Exhibit A as quoted in the RFP document.

The total amount for the project should not exceed \$103,640.40.

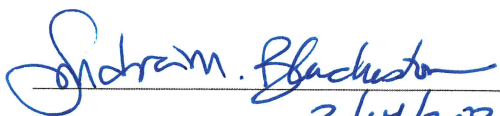
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.

4. **COMPLETION OF WORK.** The CONTRACTOR shall commence work covered by the Request for Proposal # PR 23-04 documents (see Exhibit B), as represented throughout this Contract, within 90 days following the date of receipt and acknowledgement of the Notice to Proceed letter. Work shall be completed for the entire duration of this Contract. This project must be completed no later than Friday, May 13th, 2023 and the pools must be filled and balanced by Monday, May 22nd, 2023.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in accordance with the unit pricing provided in the original Request for Proposal # PR 23-04 Bid Documents, as quoted in the Contractor's Proposal (see Exhibit B).
6. **INVOICING PROCEDURES.** CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. (If applicable) Invoices may be submitted in a payment schedule of 30% down, 30% after demolition, 30% on plaster and fill day, and 10% on turnover. To remain in compliance regarding content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER. Additionally, each invoice (Millington Pool & KCCC Kiddie Pool) should be separate, dated and submitted in a timely fashion. All additional detail can be found in the original Request for Proposal document of reference throughout this Contract.
7. **CONTRACT EXTENSION.** This Contract is not eligible for extension or renewal at this time.
8. The Contract Documents include the following:
 - A. Exhibit A - Request for Proposal # PR 23-04 Documents (which includes the County General Terms & Conditions).
 - B. Exhibit B - Contractor's Proposal.
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents (see Exhibit A), as further defined within Section 6.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)


3/14/2023

By: 
President
Kent County Commissioner's Office



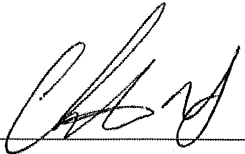
KCPR

Contract # 23PRPOOL0523

2/24/2023

WITNESS/ATTEST

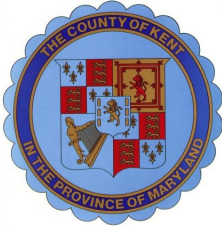
CW SERVICES, LLC (CONTRACTOR)



By: Christopher L Wilson

Principal
Title

41-2065853
Employer Identification Number (EIN)



Bill Mackey, Director, Planning, Housing and Zoning
3/14/2023
County Commissioners Meeting

Item Summary:

A Resolution to introduce a text amendment to revise Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to update the permitted height of industrial structures located in certain zoning districts and located in the route 301 Corridor.

ATTACHMENTS:

Description

03.14.23 Resolution 2023-02 To Introduce A Text Amendment to Revise Chapter 222, Zoning, Of The County Code of Kent County, aka Kent County Land Use Ordinance

Draft CHRB for Industrial Structures in 301 Corridor

RESOLUTION 2023-02

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION TO INTRODUCE A TEXT AMENDMENT TO REVISE CHAPTER 222, ZONING, OF THE COUNTY CODE OF KENT COUNTY, MARYLAND, ALSO KNOWN AS THE KENT COUNTY LAND USE ORDINANCE, TO UPDATE THE PERMITTED HEIGHT OF INDUSTRIAL STRUCTURES LOCATED IN CERTAIN ZONING DISTRICTS AND LOCATED IN THE ROUTE 301 CORRIDOR.

WHEREAS, the Board of County Commissioners of Kent County, Maryland (the Board) may exercise its right to amend the County Code of Kent County, Maryland (the Code), by legislative action in the form of a Code Home Rule Bill to create an Act and thus propose text amendments to the Code; and,

WHEREAS, in Article XII, *Administrative Procedures*, Section 6, *Amendments*, §1, the Land Use Ordinance states regarding the Board and the Code that “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 resolution of the County Commissioners...”; and,

WHEREAS, the *2018 Comprehensive Plan* specifically identifies as one of its highest priorities that “Through its economic development planning and land use implementation measures [zoning code, among other tools], the County will support flexibility in and an expanded area of employment center and industrial zoning in general to support commercial and mixed-use development”; and,

WHEREAS, industry standards are changing including up to 40-foot clear ceiling heights for new warehouse facilities and even 50-foot clear ceiling heights, as reported by NAIOP Maryland and others, necessitating new building height limits to accommodate both interior spaces and structures to support roofs and screening of rooftop equipment; and,

WHEREAS, the Board finds that amending the permitted height of industrial structures in certain zoning districts for those properties located along the 301 Corridor addresses the public need to provide for economic development through the aforementioned tool of land use implementation measures by expanding zoning district flexibility in employment center and industrial zoning in general; and,

WHEREAS, the permitted maximum heights for industrial structures in the Employment Center zoning district and the Industrial zoning district could be amended for greater flexibility; and,

WHEREAS, the Code does not currently include provisions for the height of industrial structures in the Commercial zoning district, even though *distribution centers and warehousing* are permitted uses in said district; and,

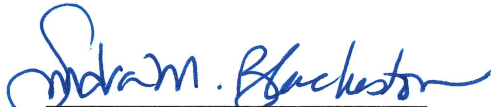
WHEREAS, the Board determines that updating local zoning regulations including provisions to allow for construction of modern, marketable buildings on properties currently zoned for new industrial uses to support economic development does serve to further the health, safety, and welfare of Kent County.

NOW, THEREFORE, BE IT RESOLVED, that on March 14, 2023, the Board does hereby introduce the proposed text amendment, attached hereto as Exhibit A, to amend the height of industrial structures along the 301 Corridor in the Employment Center zoning district and Industrial zoning district, and to add new height regulations for industrial structures both inside and outside the 301 Corridor in the Commercial zoning district that already permits such structures as *distribution centers and warehousing*.

BE IT FURTHER RESOLVED that the Board refers the draft amendment for advisory review and recommendation to the Kent County Planning Commission.

ADOPTED this day, March 14, 2023.

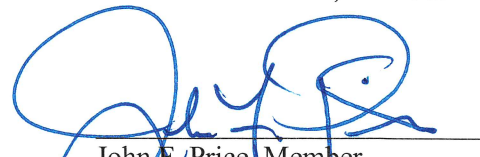
ATTEST:


Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Month X, 2023
Legislative Session Day

Legislative Session Day
Month X, 2023

CODE HOME RULE
BILL NO. X-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to update Article V. District Regulations, Section 11. Commercial District, § 11.5 Density, Area, Height, Width, and Yard Requirements, by adding a new provision to regulate the height of industrial structures in general and by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; to update Article V. District Regulations, Section 14. Employment Center District, § 14.5 Density, Height, Width, Bulk, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor; and, to update Article V. District Regulations, Section 15. Industrial District, § 15.5 Density, Height, Width, and Fence Requirements, by adding a new provision to regulate the permitted height of industrial structures in the 301 Corridor.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, Month X, 2023, ordered posted and public hearing scheduled on Month X, 2023, at XX:XX a.m. / 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 the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on Month X, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on Month X, 2023, a legislative session day.

BILL NO. X-2023

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

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

DRAFT

A BILL ENTITLED CHR X-2023 INDUSTRIAL STRUCTURES IN 301 CORRIDOR

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:

SECTION 1.

ARTICLE V.
DISTRICT REGULATIONS

SECTION 11. COMMERCIAL DISTRICT

...

11.5 DENSITY, AREA, HEIGHT, WIDTH, AND YARD REQUIREMENTS

...

Height ¹

- INDUSTRIAL STRUCTURE	45 FEET
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET
- Commercial <i>structure</i>	45 feet
- Residential <i>structure</i>	38 feet
- Fence ²	
- Security	8 feet
- Ornamental	
Front and <i>side yard</i>	4 feet
Rear <i>yard</i>	8 feet

¹ Except in an area defined as the Kent County *Airport* Safety Area, the height limitations do not apply to: belfries; ornamental towers and spires; church spires; public monuments; commercial radio, personal wireless facility, and television towers less than 200 feet in height; stage towers or scenery lofts; tanks; conveyors; silos and corn dryers; elevator bulkheads; fire towers; water towers; stand pipes; and flag poles.

² Fences do not need to meet yard requirements.

SECTION 2.ARTICLE V.
DISTRICT REGULATIONS

SECTION 14. EMPLOYMENT CENTER DISTRICT

...

14.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

	STANDARD	INDUSTRIAL SUBDIVISION
...		
Height		
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet
Maximum building footprint		
- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the Airport Safety Zone

⁶ Fences do not need to meet the yard requirements.

SECTION 3.ARTICLE V.
DISTRICT REGULATIONS

SECTION 15. INDUSTRIAL DISTRICT

...

15.5 DENSITY, HEIGHT, WIDTH, BULK, AND FENCE REQUIREMENTS

	STANDARD	INDUSTRIAL SUBDIVISION
...		
Height		
- Industrial <i>structure</i>	45 feet	45 feet
- INDUSTRIAL STRUCTURE IN 301 CORRIDOR	60 FEET	60 FEET
- Residential <i>structure</i>	35 feet	35 feet
- Towers, silos, etc.	150 feet ⁵	150 feet ⁵
- Fence ⁶		
- Security	8 feet	8 feet
- Ornamental		
<i>Front and Side</i>	4 feet	4 feet
<i>Rear</i>	8 feet	8 feet
Maximum building footprint		
- Distribution Center		
- Route 301 Corridor	NA	NA
- Other locations	75,000 sq. ft.	75,000 sq. ft.
- Other industrial <i>buildings</i>		
- Route 301 Corridor	NA	NA
- Other locations	250,000 sq. ft.	250,000 sq. ft.
- Office <i>buildings</i> *	10,000 sq. ft.	10,000 sq. ft.

⁵ Except in the *Airport* Safety Zone.

⁶ Fences do not need to meet the yard requirements.

SECTION 4. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

ORDERED a fair summary thereof or 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.



Carla Gerber, Deputy Director, Planning, Housing, and Zoning
3/14/2023
County Commissioners Meeting

Item Summary:

Kent County's Agricultural Land Preservation Program was initially certified by the Maryland Agricultural Land Preservation Foundation (MALPF) and the Maryland Department of Planning (MDP) in 1997. Currently the certification period lasts five years, and the County's program was last recertified in 2018.

ATTACHMENTS:

Description

03.14.23 MALPH Recertification of Kent County's Agricultural Land Preservation Program



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

March 14, 2023

Ms. Michelle Cable
Executive Director, MALPF
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, MD 21401

Mr. Daniel Rosen, AICP
Resource Conservation Planner
Maryland Department of Planning
301 West Preston Street, Suite 1101
Baltimore, MD 21201

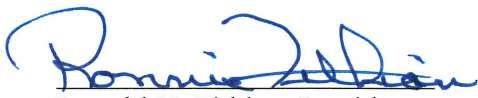
Re: Recertification of Kent County's Agricultural Land Preservation Program

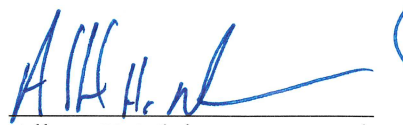
Dear Ms. Cable and Mr. Rosen:

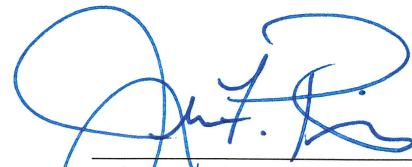
The Board of County Commissioners has reviewed the attached report and approves the County's application for recertification of our Agricultural Land Preservation Program. The County's low rate of agricultural land conversion is testament to the effectiveness of the policies and regulations found in the Land Use Ordinance and reaffirmed in the 2018 Comprehensive Plan update. The County has been able to preserve large tracts of land and anticipates continued interest and participation in land preservation. We remain committed to working with our farmers to maintain and enhance the agricultural industry and land preservation is an important goal and component of the County's strategies.

The Kent County Agricultural Preservation Advisory Board has approved the application for recertification. If you have any questions, please contact Deputy Planning Director Carla Gerber at 410.778.7474. Thank you for your consideration of our request and we look forward to favorable action on our recertification.

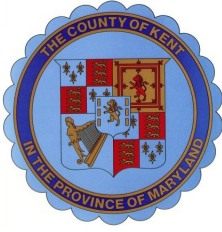
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

Cc: Bill Mackey, Director, Planning, Housing, and Zoning
Kent County Agricultural Preservation Advisory Board



**Rosemary Ramsey Granillo, Director, Local Management Board, and
Penny Young-Carrasquillo, Grants Manager**

3/14/2023

County Commissioners Meeting

Item Summary:

Acceptance of Maryland Dept. of Housing and Community Development Connected Devices Program Grant

ATTACHMENTS:

Description

03.14.23 Department of Housing and Community Development and Office of Statewide Broadband
Maryland Connected Devices Program Grant Agreement

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
MARYLAND CONNECTED DEVICES PROGRAM GRANT AGREEMENT

THIS MARYLAND CONNECTED DEVICES PROGRAM (“MD-CDP” or the “Program”) GRANT AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (the “**Department**”), a principal department of the State of Maryland (“**State**”) and County Commissioners of Kent County (the “**Grantee**”), a local jurisdiction of the State of Maryland. The Department and the Grantee are each a “**Party**” and may collectively be referred to as the “**Parties**”.

RECITALS

- A. This Agreement is issued pursuant to the State’s appropriation of funding received from the United States Department of the Treasury’s Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (the “**Act**”) to the Office of Statewide Broadband (the “**Office**”). This federal funding is the sole source of funds for the Program. The award made hereunder is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (the “**Regulations**”).
- B. The purpose of the Program is to:
 - 1. Address the deficit of broadband connectivity resources available to low-income populations in the State; and
 - 2. Provide for the delivery of internet-enabled devices (“**Devices**”) and a per-device stipend, where applicable, to local jurisdictions that will facilitate the distribution of the devices to those most in need.
- C. Grantee has submitted an application (the “**Application**”) to the Department, the Executive Summary of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for receipt, storage and distribution of devices to be provided under the Program.
- D. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved an award to Grantee.
- E. The provisions of the Act, the Regulations, and the Department’s Request for Applications dated November 14, 2022 (“**RFA**”), as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

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

- 1) Grant.

- a) The Department agrees to provide Grantee with 500 Devices, and a per-device stipend of Six Dollars (\$6.00) ("Stipend"). The monetary value of the Devices is Ninety Nine Thousand Three Hundred Seventy Five Dollars (\$99,375.00). The amount of the stipend for the Devices being supplied under this Agreement is Three Thousand Dollars (\$3,000.00). Together, the Devices and the total Stipend constitute the Grant. Disbursement of the Grant is subject to the continuing availability of funding to the Department.
 - b) Grantee shall use the Grant to carry out only the approved activities described in Exhibit A (the "**Project**"). Grantee certifies its activities are eligible activities as set forth in the Act.
- 2) Expenditure and Disbursement of the Grant.
- a) Upon submission to the Office of a copy of this Agreement signed by an authorized representative of Grantee, Grantee must issue an Allocation Request to the Office's Program Manager for Equity and Inclusion. The Allocation Request shall be in the form provided by the Office and shall identify the location to which Devices are to be delivered. Devices shall be delivered in lots. The first lot delivery under an Allocation Request will be scheduled within sixty (60) calendar days of the Effective Date of this Agreement, with subsequent lot deliveries to occur monthly until Grantee has received all allocated Devices. Delivery of Devices on any other schedule is at the sole discretion of the Office and permitted only with the Office's written approval.
 - b) Grantee is responsible for the Devices once they are delivered to Grantee.
 - c) Within three (3) business days of delivery of Devices to the Grantee, Grantee must examine the Devices. Issues with any received Device must be brought to the attention of the Office within five (5) business days of delivery – after this time, the Devices will be deemed accepted by Grantee and appropriate for distribution. Once Devices are accepted by the Grantee, the manufacturer's warranty will apply.
 - d) Devices must be distributed to the end recipients within one hundred and eighty-two (182) calendar days of the first lot delivery to Grantee. Notwithstanding the foregoing, where the first lot delivery of Devices to a Grantee occurs on or after July 2, 2023, all allocated Devices must be distributed on or before December 31, 2023. Devices that have not been distributed by the 183rd day after the first lot delivery or by December 31, 2023, as applicable, must be returned to the Office at the Grantee's expense. Failure to return Devices as required under this subsection shall be a material default of this Agreement.
 - e) Grantee may utilize distribution partners or subcontractors as set forth in the RFA and, if applicable, as described in Exhibit A. Regardless of the participation of any distribution partner or subcontractor in the Project, Grantee shall be responsible for satisfactory implementation of the Project and for the performance of its obligations under this Agreement.
 - f) The Stipend shall only be applied to the cost of securing Devices in storage, the cost of transporting the devices to the distribution venue(s), the cost of securing devices during distribution, the cost of the distribution venue(s), and personnel costs associated with distribution. Any other use must be directly attributable to the distribution efforts and is permitted only with the written approval of the Office. Grantee's overall costs for receiving, storing, securing, and distributing the Devices, where in excess of the Stipend, are the sole responsibility of Grantee.

- g) The Stipend will be provided incrementally, only for the lot of Devices currently scheduled for delivery, and will be provided directly to the Grantee. The number of deliveries provided for in Grantee's Allocation Request(s) will determine how much of the Stipend will be provided in connection with each delivery.
 - h) Eligible use of the Stipend must be supported by invoice(s) submitted to the Department within thirty (30) calendar days of each lot delivery described above. Any exception to this requirement is at the sole discretion of the Office and must be confirmed in writing by the Office. **Failure to timely submit invoices will be deemed a default of this Agreement and may result in Grantee being required to repay all or part of the Stipend.**
 - i) The entirety of the Stipend must be expended by December 31, 2023.
 - j) Final proof of expenses in the form of invoices or other supporting material must be submitted no later than December 15, 2023, and shall identify in detail all expenses incurred for which the Stipend was used. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.
 - k) The Department shall have the right at any time to request that Grantee provide additional supporting documentation to verify or validate its eligible use of the Stipend.
 - l) The Department reserves the right not to disburse the Grant if, in the Department's determination:
 - i. Grantee has failed to supply a material fact in an Allocation Request;
 - ii. An Allocation Request, when combined with all prior Allocation Requests of Grantee, exceeds the total amount of the Grant;
 - iii. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or
 - iv. Grantee is in default under any other term or condition contained in this Agreement.
- 3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial records of all transactions relating to the receipt, expenditure, and disbursement of the Grant and administration of the Project (collectively, "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves final disbursement of the Grant, or such longer period as may be required by federal law.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves final disbursement of the Grant. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as

determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

c) Reports.

i) Every sixty (60) calendar days following the execution of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made utilizing the Stipend, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department no later than ten (10) working days after the due date.

ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a summary of the Project including the number of households that received Devices, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense summary of the Project, certified by the highest fiscal officer of Grantee, that lists the expenditures relating to the Grant which were offset by the Stipend and other costs to the Grantee associated with the successful implementation of the Project. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the U.S. Department of the Treasury or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of the Grant.

b) Grantee must notify and obtain written approval of the Program Manager of Equity and Inclusion for any change in the Project relating to receipt, storage, security or distribution of Devices. Such a change will not require a formal amendment to this Agreement, so long as the amount of the Grant does not change. The allocation of additional devices beyond the number set forth in Section 2 of this Agreement, and any corresponding increase in the Stipend, will require a formal amendment.

5) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a local jurisdiction of the State of Maryland.
- b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) Grantee is duly organized and validly existing under the laws of the State of Maryland. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- f) Grantee certifies that all of the Grant will be used for eligible Program activities as defined in the Act and Regulations.
- g) Grantee has or shall comply with all applicable federal funding conditions.
- h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit B**.
- i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received, nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.
- j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- k) The Grantee is in good standing with the State of Maryland and is not, as of the execution of this Agreement, in default of any grant agreement, memorandum of understanding, or contract with the State.

6) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the RFA, and this Agreement; or

- ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.
- b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any portion of the Grant not expended or disbursed in accordance with this Agreement. For the purposes of this section, each Device has a per-unit cost of \$198.75.
- c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that the U.S. Department of the Treasury requires the repayment of any portion of the Grant, Grantee shall immediately return said funds to the Department.
- e) In the event of termination of the Agreement, whether due to default or otherwise:
 - i. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant not disbursed; and
 - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been allocated or disbursed.
- f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 7) **Indemnification.** To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual

Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.

8) Nondiscrimination, Fair Practices, and Drug and Alcohol-Free Certifications:

- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
- c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

9) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Ronnie Hammond
Program Manager, Equity and Inclusion
Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

- b) Communications to Grantee shall be mailed to:

Attn:

10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the

amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- 12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 13) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "Effective Date") until the Grant has been either fully disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 16) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 17) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 18) Notice Regarding Disclosure of Information Relating to the Project.
 - a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
 - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
 - b) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the description of the Project; the date and amount of

financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application

Exhibit B – Certification Prohibiting the Use of Federal Funds for Lobbying

Exhibit C – Allocation Request

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

COUNTY COMMISSIONERS
OF KENT COUNTY

By: Ronnie Fithian (SEAL)
Name: Ronald W. Fithian
Title: President
3/14/2023

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____
Jacob R. Day, Acting Secretary

Date

Approved for form and legal sufficiency,
this _____ day of _____, 2023.

Assistant Attorney General

EXHIBIT C

DEVICE ALLOCATION REQUEST

Devices will be delivered in lots, a maximum of once per month. Indicate below how many Devices you wish to receive per lot. Total Devices requested for allocation may not exceed the number of Devices awarded to Grantee under the Agreement.

Lot One: 50

*Lot One will be scheduled for delivery within sixty (60) days of the Effective Date of the Agreement. All subsequent Lot deliveries are expected to occur once per month thereafter.

Lot Two: 75

Lot Three: 100

Lot Four: 125

Lot Five: 150

Total: 500

Delivery Address for Devices:

400 High Street
Street Address

Chestertown, Maryland 21620
City Zip code

(Back lot off of N. Mill St. and Calvert)

Department or Individual authorized to accept Lot deliveries:

Rosemary Ramsey Granillo
Name

Director, Kent Co. Local Management Board
Title (if applicable)

410-810-2673 rramseygranillo@kentgov.org
Phone Number and Email Address

EXHIBIT C

CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

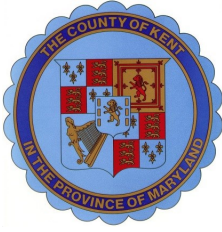
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

County Commissioners of Kent County
Full Name of the Grantee

By: Ronnie Fithian
Authorized Signature for the Grantee

3-14-23
Date

Ronnie Fithian, President
Printed Name and Title



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
3/14/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

03.14.23 Certification Regarding Lobbying U.S. Depart. of Justice, Programs Office of the Comptroller
Lobbying; Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace
Requirements

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Kent County Board of County Commissioners
Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312

Project Title: FY2024 Community Partnership Agreement Kent
Federal ID Number: 52-6000974

Authorized Representative: Fithian, Ronald H. - President

Signature:

 03/14/2023
Signature of Authorized Official Date

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.



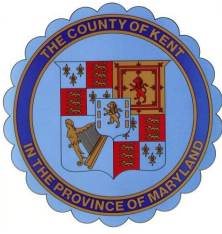
Signature of Authorized Official



Date

Fithian, Ronald H. - President

Name and Title



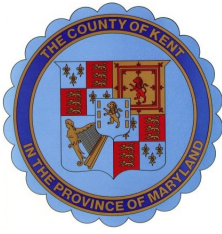
Detention Center
3/14/2023
County Commissioners Meeting

Item Summary:

Correctional Officer Vacancy

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
3/14/2023
County Commissioners Meeting

Item Summary:

Human Resources Coordinator Job Description

ATTACHMENTS:

Description

HR Coordinator Job Description

DRAFT

KENT COUNTY GOVERNMENT
Job Description

Job Title: Human Resources Coordinator	Grade: 7
Department: Human Resources	FLSA Status: Exempt
Revised Date: 03/07/2023	Approved Date:

Job Summary: Provides support to the Director, Human Resources in the day-to-day operation of the Human Resources Department, e.g. recruitment, on-boarding, new employee orientation, employee file maintenance, employee benefits, workers compensation claims, retirement, and budget preparation. Also oversees the risk management and safety training programs for the County and serves as the County coordinator for the LOSAP program for volunteer fire companies.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Administers the County's workers compensation insurance program.
- Coordinates all functions of the County's property and liability insurance program; prepares accident reports and all necessary paperwork.
- Administers employee benefits, responds to employee questions and ensures they receive up-to-date information. Maintains all necessary files and documentation.
- Conducts a variety of complex HR administrative work including maintaining personnel files, preparing separation and new hire documentation, preparing reports on absenteeism and turnover. Monitors attendance, vacation, holiday, and sick leave information.
- Assists in the recruiting and selection process; conducts interviews, tests and selects employees to fill positions.
- Plans and conducts New Employee Orientations (NEO).
- Coordinates management training in interviewing, hiring, terminating, promotions, performance review, safety and sexual harassment.
- Coordinates and oversees the random drug testing program.
- Conducts routine safety and health inspections of work area, equipment, and County property. Maintains and submits all required reports.
- Serves as retirement coordinator for the pension system.

- Attends meetings and events; participates in various teams when needed; and
- Performs other duties as assigned.

1.

Supervision: The position reports to the Director of Human Resources.

1.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- **Communication and Persuasion:** Ability to communicate with all levels of staff, to gain cooperation and understanding of HR policies and procedures.
- **Customer Service:** Ability to assist and support constituents in a timely and pleasant manner.
- **Analytical Thinking:** Ability to think things through from an analytical perspective and understand the cause and effect of data and information shared and designed.
- **Detail Orientation:** Ability to update information for users as it relates to instructions and directions, which are clear and concise and easy to understand.
- **Flexibility:** Ability to deal with complex and varied work, requiring a complete knowledge of a wide variety of operations and practices consistently using independent judgment.
- **Technical Skill:** Thorough knowledge of HR practices and procedures. Working knowledge of the principles and practices of budget preparation and insurance coverage as it relates to Kent County.
- **Decision Making:** Ability to exercise strong decision making and good judgement as decisions made impact the entire system and department.
- **Computer Related Skills:** Ability to work with word processing and database packages and HRIS software products.

Education and Experience:

- Associates Degree in business, human resources or a related field and two years' experience working in human resources.
- Or an equivalent combination of technical training, education or experience.
- Society for Human Resources Management Professional in Human Resources (PHR) or Senior Professional in Human Resources (SPHR) preferred.
- Knowledge of standard office software, plus specific experience and use of specialized software.

Physical and Environmental Conditions:

Work is conducted in an office setting with comfortable lighting and temperature conditions. The position occasionally requires stooping or bending. Occasional light lifting, e.g., three or four reams of paper, books, or other materials (up to 20 pounds) may be required.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g., use of safe work place practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations. responsibilities, skills, efforts, or working conditions associated with this job.

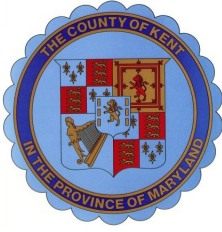
This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be provided to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

Employee Signature

Date



Shelley Heller, County Administrator
3/14/2023
County Commissioners Meeting

Item Summary:

Turner's Creek Discussion

ATTACHMENTS:

Description

03.14.23 The Granary at Turners Creek PPT Summary

03.14.23 Turners Creek Granary Testimony, Jeremy J. Rothwell, AICP, Kent County Historic Preservation Commission



POS 2009
\$58,500
Stabilization



Where history and
safety intersect/collide



The Granary at Turners Creek



Jeremy J. Rothwell
12069 Galena Road
Massey, MD 21650
Cell: (410) 920-4574
Email: rothwell@udel.edu

March 12, 2023

Commissioners Fithian, Nickerson, and Price,

Unfortunately, due to my work commitments as the Smyrna Town Planner, I am unable to present my thoughts to you in person regarding the Turner's Creek Granary. From the 1670's to the 1940's, the wharf at Turner's Creek served as a bustling deep water port transporting agricultural crops to Baltimore City and abroad while importing manufactured goods for local commerce. As shown in the below 1860 Martinet Map of Kent County, Turner's Creek was at one time home to two such granaries. My ancestors, including the Webb and Stavely families (whose earliest graves are at the Kent Farm Museum) were among the area farmers who shipped their agricultural products out of the Turner's Creek wharf and the existing and historic granary. On the surface, this mid-19th century granary is seemingly benign, but it represents one of the last remaining such structures on the Eastern Shore as a reflection of the region's roots and dependence on water-borne trade. Area farmers would contract with granaries such as these to store their grain, fruit, and produce to be transported to Baltimore (and earlier through Annapolis) via schooners. Schooner captains would sell the grain, fruit, and vegetables from said farmers through a series of brokers at the Baltimore City waterfront, and would use the proceeds of said sales to purchase manufactured and luxury goods (everything from soap, clothing, fertilizer, nails, etc.), and return said luxury goods back to the local farmers for a nominal shipping fee. The Chesapeake Bay once had hundreds of similar landings and granaries and shipping warehouses, but with the construction of the Chesapeake Bay Bridge and the Interstate Highway System, these relics of maritime trade have all but disappeared from the region's landscape. I thus implore you to work with the County Historic Preservation Commission to develop a long-term plan for the restoration and adaptive reuse of this historic structure.

Specifically, I recommend the following series of steps to be taken over the next 1-2 years:

- 1.) Utilize county employees or contract with area building contractors to seal off the interior of the building from the weather/elements and from vandals to temporarily halt further deterioration of the historic granary.
- 2.) Contract with architectural/engineering firm to complete an updated preliminary structural analysis of granary with cost estimates to stabilize the building. The County should then complete those identified most pressing building repairs and stabilization measures while a plan is developed for the long-term and adaptive reuse of the building and site.

- 3.) Release an RFP to community groups and businesses on the Eastern Shore to submit proposals for the adaptive re-use of the granary for environmental/historic education, eco-tourism, kayak/canoe rentals, etc. After vetting applicants, sign long-term lease with 3rd-party non-profit or for-profit enterprise for the adaptive re-use of said granary.
- 4.) With a long-term use secured, contract with architectural/engineering firm to complete architectural plans for the rehabilitation of the historic granary utilizing the Secretary of the Interior Standards for the Rehabilitation of Historic Structures.
- 5.) Release RFP and select building contractor to complete historic restoration of the granary based upon the long-term intended adaptive re-use.

Recognizing the constraints of County finances, I recommend applying for and obtaining grant funding from the following sources to assist in the planning and restoration of the historic granary:

- 1.) **Maryland Historical Trust Historic Preservation Capital Grant Program** – MHT provides grants up to \$100,000 towards both the planning/architectural plans and for the capital restoration of historic structures throughout the State. Next grant deadline on May 1st 2023. See: https://mht.maryland.gov/grants_capital.shtml.
- 2.) **Preservation Maryland, Inc Heritage Fund Grant** – PM awards grants up to \$10,000 for feasibility studies, architectural plan, structural assessments, and capital restoration of endangered historic structures and resources. Next grant deadline on March 31, 2023. See: <https://www.preservationmaryland.org/programs/heritage-fund-grants/>.
- 3.) **National Trust for Historic Preservation Bartus Trew Providence Preservation Fund** – This grant administered through the National Trust awards grants of \$5,000 - \$25,000 to the capital rehabilitation and restoration of historic structures on the Eastern Shore of Maryland. Next grant deadline on June 15th 2023. See: <https://savingplaces.org/bartus-trew>.
- 4.) **National Park Service Paul Bruhn Historic Revitalization Grants** – NPS awards block grants up to \$750,000 to state, county, local, and non-profit entities for the capital rehabilitation and restoration of historic structures in rural communities. Kent County could partner with a regional entity like Stories of the Chesapeake Heritage Area or the Upper Shore Regional Council to apply for grant funding which could then be sub-granted out to the restoration of various historic structures on the Upper Shore including the Turner's Creek Granary. No match is required for subgrants. Next deadline Fall 2023. See: <https://www.nps.gov/subjects/historicpreservationfund/paul-bruhn-historic-revitalization-grants-program.htm>.
- 5.) **National Park Service American Battlefield Protection Program Preservation Planning Grants** – NPS awards grants of \$30,000 to \$150,000 for architectural planning and interpretive studies for designated battlefield sites related to the Revolutionary War, Civil War, and War of 1812. The Turner's Creek Wharf is eligible

<https://www.nps.gov/stsp/learn/historyculture/maryland-s-eastern-shore.htm#:~:text=Turners%20Creek&text=On%20May%206%2C%201813%2C%20the,British%20returned%20to%20Turner's%20Creek>. This eligibility was confirmed via email with NPS staff last week. Next Deadline March 15th 2023. See: <https://www.nps.gov/orgs/2287/preservation-planning-grants.htm>.

- <https://www.cardin.senate.gov/fiscal-year-2023-funded-earmarks/>. Senator Van Hollen FY2023 Earmarks: <https://www.vanhollen.senate.gov/community-funding-project-requests>.

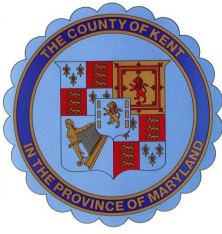
While I am unable to attend today in-person, I have in the past successfully applied for some of the above grants (and many others), and would be willing to donate my time towards obtaining grant funding for this project.



If you have any questions or concerns related to this testimony, please do not hesitate to contact me by email or phone.

Kind regards,

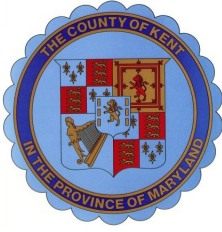
Jeremy J. Rothwell, AICP
Kent County Historic Preservation Commission



Shelley Heller, County Administrator
3/14/2023
County Commissioners Meeting

Item Summary:

FY2024 Goals and Objectives Discussion



**Proclamation
3/14/2023
County Commissioners Meeting**

Item Summary:

Saturday, March 25, 2023 Vincent and Leslie Prince Raimond Day

ATTACHMENTS:

Description

03.14.23 Proclamation Vincent and Leslie Prince Raimond Day

Kent County, Maryland



Proclamation

Vincent and Leslie Prince Raimond Day MARCH 25, 2023

WHEREAS, Vincent and Leslie Prince Raimond dedicated 50+ years of service to the people of Kent County through the arts, and by their founding of the Kent County Arts Council in 1975, and their leadership of that Arts Council for more than 40 years; and

WHEREAS, with their unmatched dedication to equitable representation and access to the arts for all; and

WHEREAS, they formed Actors Community Theater in 1984 and produced countless community theater productions; and

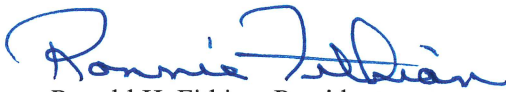
WHEREAS, they nurtured a broad family of artists, musicians, craftspeople, produces, and artisans with ongoing contributions to the community; and

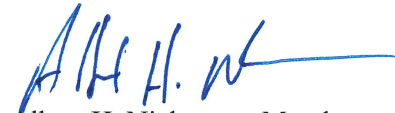
WHEREAS, as living each day with artistic integrity and in awe of and in harmony with Kent County's natural treasures; and

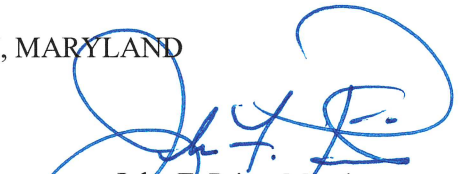
WHEREAS, having provided unwavering support for creative ideas and artistic voices and providing guidance for future generations of arts leaders to take root and flourish; and

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim March 25, 2023, as "Vincent and Leslie Prince Raimond Day" in Kent County.

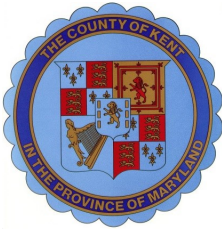
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

March 14, 2023



Kent Soil and Water Conservation District

3/14/2023

County Commissioners Meeting

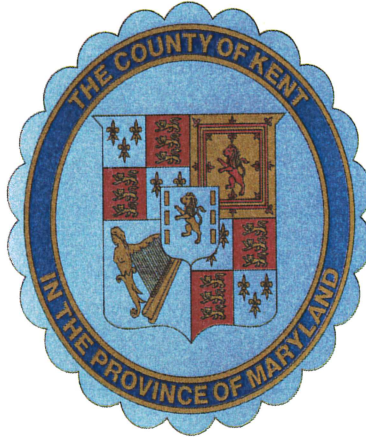
Item Summary:

Richard and Elsie Winters, 2022 Cooperator of the Year

ATTACHMENTS:

Description

03.14.23 Recognition Richard and Elsie Winters



Certificate of Recognition

This is to certify that

Richard and Elsie Winters

are hereby recognized

as the 2022 Kent Soil and Water Conservation District Cooperator of the Year. The Kent Soil and Water Conservation District grants this honor to a producer or landowner who has gone above and beyond to improve conservation on their farm. This year, the hard work of The Winters Farm of Kennedyville has earned this achievement. Kent County hereby recognizes the conservation practices and good stewardship of soil and natural resources by Richard and Elise Winters and their family. We, the County Commissioners of Kent County, Maryland are proud to recognize your efforts and dedication of conservation in the farming community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

March 14, 2023



Cindy Moore, President, Kent Ag Center
3/14/2023
County Commissioners Meeting

Item Summary:

State of Maryland Board of Public Works Grant Application

ATTACHMENTS:

Description

State of Maryland Board of Public Works Bond Bill Application

**STATE OF MARYLAND
BOARD OF PUBLIC WORKS**

(Submit a separate application for each grant award.)

1. NAME OF BOND BILL: <u>Kent Agricultural Center</u>		2. LEGISLATIVE DISTRICT: <u>36</u>
3. CHAPTER NO: <u>344</u>	4. YEAR AUTHORIZED: <u>2022</u>	5. DGS ITEM NO. <u>612</u>
6. GRANT AMOUNT: \$ <u>150,000.00</u> Show this amount only in <u>State Grant Column - Page 2</u> =		
MATCH AMOUNT: \$ <u>N/A</u>		
7. LEGAL NAME OF GRANTEE ORGANIZATION: <u>Kent Ag Center</u>		
8. ADDRESS OF GRANTEE: <u>PO Box 386 - mailing</u> <u>Chestertown MD</u> <u>21349 Tolchester Beach Rd. - physical</u> <u>21620</u>		
9. PROJECT TITLE: <u>Kent Ag Center Building / Repair Project</u>		
10. PROJECT ADDRESS: <u>Kent Ag Center</u> <u>21349 Tolchester Beach Rd Chestertown MD 21620</u>		
11. GRANTEE INTEREST IN REAL PROPERTY TO BE IMPROVED WITH GRANT:		
☐ Grantee organization is the sole owner.		
☐ Grantee organization is a co-owner. Co-owner name: _____		
☒ Grantee does not own the property, but has a long-term lease. Indicate term: <u>30</u> years and provide a copy of lease.		
☐ Grantee does not own or lease the project property. Property owner name: _____		
*If you are not the SOLE OWNER of the real property to be improved with the grant funds, the owner of the property will have to sign the Grant Agreement as the Beneficiary. Please provide their name and contact information:		
Name: <u>Ronnie Zickman</u> Email: <u>Kentcountrye@kentgov.org</u> Phone: <u>410 778 4600</u> press 4		
12. ESTIMATED PROJECT SCHEDULE: Design Start <u>July 2022</u> End <u>Feb. 2023</u>		
Construction Start <u>March 2023</u> End <u>June 2023</u>		
13. DETAILED PROJECT DESCRIPTION AND SCOPE (Include Purpose and Construction Details, use additional sheets, if necessary): <u>The Kent Agricultural Center is building a multipurpose 30 x 40 Storage building. This building will also serve as a hub for operations of the events held at the Kent Ag Center and a central location for emergency personnel. This building will be used year round at the events held at the Kent Ag Center. The building will be a concrete block foundation with simple pole construction, but will have insulation and climate control.</u>		
14. A. IS THIS PROJECT SUBJECT TO THE STATE PREVAILING WAGE LAW: YES ☐ NO ☒ (Wage rates apply if the construction contract is at least \$250,000 and State funds will be used to pay for 25% or more of the contract.)		
B. IS THIS PROJECT SUBJECT TO THE STATE APPRENTICESHIP TRAINING FUND (SATF) YES ☐ NO ☒ (SATF apply if the Grantee project receives \$1,000,000 in State grant funds and if the construction contract is \$500,000 or more.)		

15. DOES THIS PROJECT REQUIRE A PRESERVATION EASEMENT TO THE MARYLAND HISTORICAL TRUST:

YES

☐

NO

☒

Page 2 of 2

CAPITAL PROJECT GRANT APPLICATION

TOTAL ESTIMATED PROJECT BUDGET

	THIS	OTHER	TOTAL
16. ITEM	STATE GRANT	FUNDS	COST
<u>A. Construction Cost (Including Fixed Equipment)</u>	\$	\$	\$
<u>B. Equipment and Furnishings Not Fixed</u> **(Attach a listing which includes the cost of each item)	\$	\$	\$
<u>C. Architect/Engineer Fees</u>	\$	\$	\$
<u>D. Land</u>	\$	\$	\$
<u>E. Total</u>	\$	\$	\$

17. C. YOU ARE ENCOURAGED TO SOLICIT MBE ENTERPRISES. WILL THIS PROJECT UTILIZE MBE ENTERPRISES TO PROVIDE CONSTRUCTION, GOODS AND/OR SERVICES? YES ☐ NO ☒

17. CONTACT PERSON'S NAME:	Cindy Moffett Moore
18. PHONE NUMBER:	443 786 5210
19. FAX NUMBER:	
20. EMAIL:	cmmore2004@gmail.com

NAME OF GRANTEE ORGANIZATION

Kent Ag Center

DATE

<< SIGNATURE >>

AUTHORIZED REPRESENTATIVE

Cindy Moffett Moore

<< PRINTED NAME AND TITLE >>

AUTHORIZED REPRESENTATIVE

Cindy Moffett Moore
President - Kent Ag Center

LEASE EXTENSION

This Lease Extension ("Extension") is entered into by and between the County Commissioners of Kent County, a body corporate and politic and a political subdivision of the State of Maryland ("County") and the Kent Agricultural Center, Inc., a Maryland non-stock, tax-exempt 501(c)(3) corporation duly organized, and in good standing, under the laws of the State of Maryland ("Concessionaire").

BACKGROUND

On or about March 15, 1983 County and Concessionaire entered into a lease agreement for that certain property and improvements (the "Premises") located at and on the former United States Nike Battery BA-30/31 Launcher and Control Site located in Kent County (the "Lease"). The original term of the Lease runs from January 1, 1983 through December 31, 1983. Paragraph 18 of the Lease provides that the lease may be extended for two separate terms of thirty (30) years.

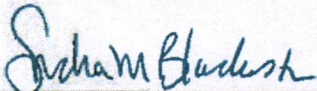
The Concessionaire desires to renew the Lease for the first of the two renewal periods, and the County desires to have the Concessionaire as its lessee for the additional thirty (30) year term.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in view of the covenants and promises in the Lease, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The foregoing background statement is incorporated into this Extension.
2. County and Concessionaire agree to extend the term of the Lease for a thirty (30) year period commencing January 1, 2014 and terminating December 31, 2043.
3. Except as agreed herein, the original Lease shall remain in effect as to all matters.

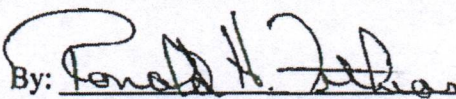
IN WITNESS HEREOF, the parties have executed this Extension as of the date reflected with their respective signatures.

WITNESS/ATTEST



Sondra Blackiston, Clerk

COUNTY COMMISSIONERS OF
KENT COUNTY

By:  4/9/13
Ronald H. Fithian, President Date

KENT AGRICULTURAL CENTER,
INC.

By: _____, 5/31/13
Date

[NAME & TITLE] President
John L. Plummer

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY that on this 3rd day of May 2013,
before me, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared John L. Plummer the known to me to be, or satisfactorily proven to
me, to be the President of the Concessionaire named in the
foregoing Extension, and acknowledged the foregoing Extension to be the act of the
Concessionaire.

In witness hereof I hereunto set my hand and official seal.

Lori A. Lammie
Notary Public

My Commission Expires: 10/19/2015

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY that on this 9 day of April 2013,
before me, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared RONALD H. FITHIAN, and made oath in due form of law that he is
President of the Kent County Commissioners and that the consideration set forth in said
Mortgage is true and bona fide as therein set forth.

In witness hereof I hereunto set my hand and official seal.

Jessica K. Elber
Notary Public

My Commission Expires: 7/16/14



Shelley Heller, County Administrator
3/14/2023
County Commissioners Meeting

Item Summary:

Senate Bill 522 / House Bill 740 - Education - Accountability and Implementation Board - Membership

ATTACHMENTS:

Description

03.10.23 Support of Senate Bill 0522 Education - Accountability and Implementation Board- Membership

03.10.23 Support of Senate Bill 0522 Education and Implementation Board - Membership - District 36



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

March 10, 2023

The Honorable Stephen S. Hershey, Jr.
James Senate Office Building, Room 420
11 Bladen Street
Annapolis, MD 21401

RE: Support Senate Bill 0522/ House Bill 0740 – Education – Accountability and Implementation Board - Membership

Dear Senator Hershey:

On behalf of the County Commissioners of Kent County, Maryland, this letter serves as support for Senate Bill 0522 - Education - Accountability and Implementation Board - Membership. Kent County fully supports SB0522 as drafted. Eastern Shore is not represented on the Accountability and Implementation Board currently, SB0522 adds a member from the Eastern Shore to the bill.

Very truly yours,

A blue ink signature of Shelley L. Heller, written in a cursive style.

Shelley L. Heller
County Administrator

SLH: tlt

cc: The County Commissioners of Kent County
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist



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

March 10, 2023

The Honorable Jay A. Jacobs
Room 321, Lowe House Office Building
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Jefferson L. Ghrist
Lowe House Office Building, Room 430
6 Bladen Street
Annapolis, MD 21401-1912

RE: SUPPORT House Bill 0740 / Senate Bill 0522 Education – Accountability and Implementation Board - Membership

Dear Delegates Jacobs, Arentz, and Ghrist:

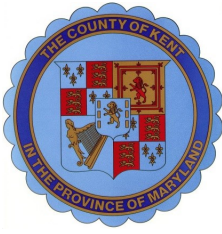
On behalf of the County Commissioners of Kent County, Maryland, this letter serves as support for Senate Bill 0522 - Education - Accountability and Implementation Board - Membership. Kent County fully supports SB0522 as drafted. Eastern Shore is not represented on the Accountability and Implementation Board currently, SB0522 adds a member from the Eastern Shore to the bill.

Very truly yours,

A blue ink signature of Shelley L. Heller, written in a cursive style.

Shelley L. Heller
County Administrator

cc: The County Commissioners of Kent County
The Honorable Stephen S. Hershey, Jr.
Dr. Karen M. Couch, Superintendent, Kent County Public Schools



Procedures For Public Comment 3/14/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC
COMMENTS SIGN
IN SHEET
March 14, 2023**

NAME (please print)	ADDRESS	TOPIC

Press and Public Comments

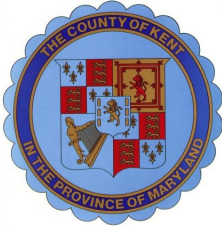
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

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

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

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

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



American Rescue Plan Act (ARPA) Funds Spend Plan 3/14/2023 County Commissioners Meeting

ATTACHMENTS:

Description

03.08.2023 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
3/8/2023**

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		652,897			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,930,144</u>		<u>\$ 2,967,247</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (163,367)</u>		<u>\$ 799,530</u>	



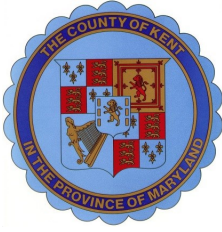
Contingency and Use of Fund Balance Report 3/14/2023 County Commissioners Meeting

ATTACHMENTS:

Description

3-8-2023 Commissioner Report Contingency

[illegible]



Jim Miller Director, Human Resources
3/14/2023
County Commissioners Meeting

Item Summary:

Personnel

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

ATTACHMENTS:

Description