

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

February 22, 2022

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

Meeting Announcements

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359,
Conference ID 978 630 5#

Public Notices

Code Home Rule Bill No. 1-2022
Adoption Notice

Consent Items

#1 - Regular Session Minutes, February 15, 2022
#2 - Liquor Minutes, February 15, 2022

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Public Works Director

Mike Moulds, Director, Public Works
Lot Line Adjustment Agreement, Buck Neck Public Landing

Departmental Appointments

Bill Mackey, Director, Planning, Housing and Zoning
Draft Forest Conservation Easement and Agreement Template Approval
Rosemary Ramsey Granillo, Director, Kent County Local Management Board
Departmental Update

Human Resources Director

Finance Office
Finance Associate I Vacancy
Emergency Services
Paramedic Supervisor Vacancy
Alcoholic Beverage and Tobacco Inspector
Alcohol Beverage and Tobacco Inspector Vacancy

County Administrator

Shelley L. Heller, County Administrator
Joint Public Meeting Notice
Charles D. MacLeod, Esq., MacLeod Law Group, LLC

Support for Mixed Use Zoning

County Administrator Report

District 36 Delegation

Request to Change Bow Hunting Setbacks Letter

Bradley Morris, Board Member, Kent Ag Center

Allocation Letter

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/KATE Manager

License Modification Application

Public Comment/Media Review

Procedures for Public Comment

For Your Information

Kent County High School Future Farmers of America

Annual Banquet

Harry J. Romano, II, Rail Program and Policy Manager, Rail and Intermodal Freight Section

Worton Railroad Track Safety Project

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Building is Open for In-Person Attendance, for Remote Participation
Dial 1-872-239-8359, Conference ID 978 630 5#
2/22/2022
County Commissioners Meeting**



Code Home Rule Bill No. 1-2022
2/22/2022
County Commissioners Meeting

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR 1-2022 Adoption Notice

CHR Bill No. 1-2022 Primary Residence Located on a New Lot Created by a Bona Fide Intrafamily
Transfers ADOPTED Legislation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

January 4, 2022
Legislative Session Day

Legislative Session Day
January 4, 2022

CODE HOME RULE **BILL NO. 1-2022**

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

AN ACT to amend Article V. District Regulations, Section 3. Rural Character District, § 3.2 Permitted Principal Uses and Structures, by adding a new number 15. Primary Residence Located on a New Lot Created by a Bona Fide Intrafamily Transfers in accordance with these Regulations, in order to allow for two-acre parcels to be created for bona fide intrafamily transfers in the Rural Character zoning district and to amend Article XI. Definitions, Section 2., in order to add a definition for "Intrafamily Transfers, Immediate Family Member".

This legislation was adopted on February 15, 2022, without amendments; and the provisions of this Act shall take effect on February 25, 2022.

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

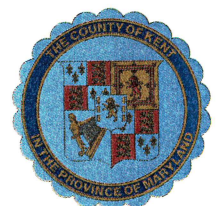
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 02/24/22, 3/3/22, 3/10/22



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**January 4, 2022
Legislative Session Day**

**Legislative Session Day
January 4, 2022**

**CODE HOME RULE
BILL NO. 1-2022**

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

AN ACT to amend Article V. District Regulations, Section 3. Rural Character District, § 3.2 Permitted Principal Uses and Structures, by adding a new number 15. Primary Residence Located on a New Lot Created by a Bona Fide Intrafamily Transfers in accordance with these Regulations, in order to allow for two-acre parcels to be created for bona fide intrafamily transfers in the Rural Character zoning district and to amend Article XI. Definitions, Section 2., in order to add a definition for "Intrafamily Transfers, Immediate Family Member".

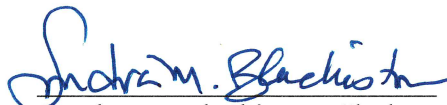
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


P. Thomas Mason, President

RECEIVED
ERIK, CIRCUIT COURT
22 FEB 17 A 11:37
KENT COUNTY

INTRODUCED, read the first time, January 4, 2022, ordered posted and public hearing scheduled February 1, 2022, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on February 1, 2022. Reported favorably ~~with~~ [without] amendments; read a second time and ordered to be considered on February 15, 2022, a legislative session day.

**A BILL ENTITLED CHR 1-2022 PRIMARY RESIDENCE LOCATED ON A NEW LOT
CREATED BY A BONA FIDE INTRAFAMILY TRANSFER**

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

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 3. RURAL CHARACTER DISTRICT

...

3.2 PERMITTED PRINCIPAL USES AND STRUCTURES

A building or land shall be used for only the following purposes.

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

...

14. Mobile homes existing and in use as of January 16, 1996 may be continued in use and may be replaced with another mobile home, provided the replacement mobile home complies with the Kent County Codes and all Health Department regulations. It is not the intent of this provision to allow additional mobile homes in the County, but rather to allow the continued use and improvement (including replacement) of mobile homes, existing as of January 16, 1996. A mobile home that remains idle or unused for a continuous period of two years shall not be used again except in conformity with these regulations.

- 15. PRIMARY RESIDENCE LOCATED ON A NEW LOT CREATED BY A BONA FIDE INTERFAMILY TRANSFER IN ACCORDANCE WITH THESE REGULATIONS.**

- A. THE OWNER OF THE PARCEL SHALL ATTEST, IN WRITING, TO THE BONA FIDE FAMILY RELATIONSHIP AND THAT THE INTENT OF THE SUBDIVISION/USE IS NOT FOR ULTIMATE TRANSFER TO A THIRD PARTY.**

- B. ANY DEED FOR A LOT THAT IS CREATED BY A BONA FIDE INTRAFAMILY TRANSFER SHALL CONTAIN A COVENANT STATING THAT THE LOT IS CREATED SUBJECT TO THE PROVISIONS OF THIS**

SECTION AND THAT THE PROVISIONS OF THIS SECTION SHALL CONTROL AS LONG AS THE PROPERTY CONTINUES TO BE ZONED RURAL CHARACTER.

C. A LOT CREATED BY A BONA FIDE INTRAFAMILY TRANSFER MAY NOT BE CONVEYED SUBSEQUENTLY TO ANY PERSON OTHER THAN A MEMBER OF THE OWNERS IMMEDIATE FAMILY EXCEPT UNDER THE FOLLOWING PROCEDURES:

THE KENT COUNTY PLANNING COMMISSION SHALL DETERMINE THAT:

- I. THE LOT WAS CREATED AS A PART OF BONA FIDE INTRAFAMILY TRANSFER AND NOT WITH THE INTENT OF SUBDIVIDING THE ORIGINAL PARCEL OF LAND FOR PURPOSES OF ULTIMATE TRANSFER TO A THIRD PARTY; OR**
- II. THE OWNER OF THE TRANSFERRED PROPERTY DIES; OR**
- III. A CHANGE OF CIRCUMSTANCES HAS OCCURRED SINCE THE ORIGINAL TRANSFER WAS MADE THAT IS CONSISTENT WITH THE INTENT OF THIS ORDINANCE.**

D. THIS SUBSECTION SHALL NOT PREVENT THE CONVEYANCE OF SUCH A LOT TO A THIRD PARTY AS SECURITY FOR A MORTGAGE OR DEED OF TRUST OR SUBSEQUENT CONVEYANCES RESULTING FROM A FORECLOSURE.

E. THE MAXIMUM LOT SIZE SHALL BE TWO (2) ACRES.

F. LAND SHALL BE SUBDIVIDED AS INDICATED:

- I. A PARCEL THAT IS SEVEN (7) ACRES OR MORE AND LESS THAN TWELVE (12) ACRES IN SIZE MAY BE SUBDIVIDED INTO TWO (2) LOTS; OR**
- II. A PARCEL THAT IS TWELVE (12) ACRES OF MORE AND LESS THAN SIXTY (60) ACRES IN SIZE MAY BE SUBDIVIDED INTO THREE (3) LOTS. THE LOTS MAY BE CREATED AT DIFFERENT TIMES.**

G. ANY DEED OR SUBDIVISION PLAT FOR A LOT CREATED BY A BONA FIDE INTRAFAMILY TRANSFER SHALL CONTAIN A STATEMENT THAT THE ADJACENT PROPERTY IS ZONED RURAL CHARACTER.

H. THE PARCEL IS CREATED FOR THE CONSTRUCTION OF A PRIMARY RESIDENCE ONLY; AND

I. THESE PROVISIONS APPLY TO THOSE INDIVIDUALS OWNING CURRENTLY RURAL CHARACTER ZONED LAND, WITH OWNERSHIP PRIOR TO DECEMBER 3, 2002.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

166. Intrafamily Transfers - A transfer to a member of the owner's immediate family of a portion of the owner's property for the purpose of establishing a residence for that family member.

166.5 INTRAFAMILY TRANSFERS, IMMEDIATE FAMILY MEMBER - A FATHER, MOTHER, SON, DAUGHTER, GRANDFATHER, GRANDMOTHER, GRANDSON, OR GRANDDAUGHTER

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 25th day of February, 2022.

Read Third Time February 15, 2022

PASSED this 15th day of February, 2022

Failed of Passage _____

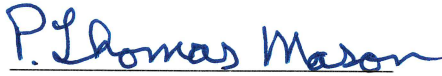
By order of:


Sondra M. Blackiston, Clerk

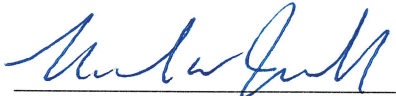
(SEAL)



THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


P. Thomas Mason, President


Ronald H. Fithian, Member

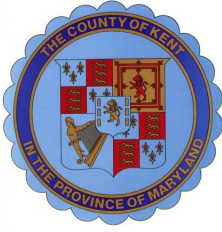

Robert N. Jacob, Jr., Member

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

BILL NO. 1-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

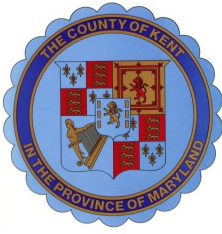
~~Strike through~~ indicates matter deleted from existing law.



**#1 - Regular Session Minutes, February 15, 2022
2/22/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, February 15, 2022
2/22/2022
County Commissioners Meeting**

ATTACHMENTS:
Description



American Rescue Plan Act (ARPA) Funds Spend Plan 2/22/2022 County Commissioners Meeting

ATTACHMENTS:

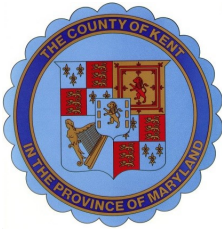
Description

2-15-2022 ARPA Funds Commissioner's Report

**FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
2/15/2022**

AMERICAN RESCUE PLAN ACT FUND

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/31/2021	Water & Wastewater Fund	\$ 275,000	Clariflocculator Replacement Project
9/21/2021	KC Local Management Board	112,800	Feed the Elderly
10/26/2021	Information Technology	67,429	AV System
10/26/2021	Information Technology	27,095	IT Software
11/30/2021	Health Department	179,458	Vaccination and testing efforts
12/14/2021	Information Technology	665,000	Neighborhood Grants & Infrastructure Grants Office of Statewide Broadband
1/11/2022	Water & Wastewater Fund	2,817	Change order #1 equipment and cabinet, Fairlee Clariflocculator Replacement Project
1/11/2022	Water & Wastewater Fund	90,642	Change order #2 Demo, aeration tower, Fairlee Clariflocculator Replacement Project
2/1/2022	Emergency Operations Center	14,087	A/V equipment in EOC-video conferencing
2/8/2022	Water & Wastewater Fund	110,065	SCADA Pump Station Monitoring
2/8/2022	Water & Wastewater Fund	57,500	Kent County Regional Wastewater Treatment Plant Feasibility Study-Millington/Rt 301
2/8/2022	Water & Wastewater Fund	52,910	Tolchester Wastewater Treatment Plant Influent Screen Replacement Project-design services
AMOUNT OF FUNDS COMMITTED		<u>\$ 1,654,803</u>	
AMOUNT OF ARPA FUNDS		<u>\$ 3,766,777</u>	
BALANCE OF ARPA FUNDS REMAINING		<u>\$ 2,111,974</u>	



Mike Moulds, Director, Public Works
2/22/2022
County Commissioners Meeting

Item Summary:

Lot Line Adjustment Agreement, Buck Neck Public Landing

ATTACHMENTS:

Description

Boundary Line Agreement

Buck Neck Lndg-WCM Signed Plat

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this “Agreement”), made this _____ day of February 2022, by and between the County Commissioners of Kent County, Maryland, a body politic and political subdivision of the State of Maryland (“Kent County” or the “County”), and Worton Creek Marina, LLC., a Maryland Limited Liability Company (“Worton Creek Marina”).

WHEREAS, Kent County is the owner of a certain tract of land located in the Third Election District of Kent County, Maryland, known as the “Buck Neck Public Landing”, being the same property described in a Deed recorded among the land records of Kent County, Maryland in Liber J.T.D. No. 3, folio 501 and in a Plat recorded in Plat Book W.H.G. No. 2, Page 23; and

WHEREAS, Worton Creek Marina is the owner of a certain tract of land located in the Third Election District of Kent County, Maryland, known as the Worton Creek Marina Property and being the same property described in a Deed recorded among the land records of Kent County, Maryland in Liber M.L.M. No. 133, folio 234, and in a Plat recorded in Plat Book E.H.P. No. 1, Page 179; and

WHEREAS, the parties have reached an agreement establishing a new boundary line between their respective properties which they desire to reduce to writing.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and in consideration of other good and valuable consideration (the actual consideration hereunder is \$0.00) the parties, for themselves, their respective heirs and assigns, do hereby agree as follows:

1. That a new line of division between the properties is agreed to be as follows:

BEGINNING FOR THE SAME at a point on the division line between the lands of Worton Creek Marina LLC (M.L.M. 133/234) and the lands of County Commissioners of Kent County, Maryland (see J.T.D. 3/501), also known as “Buck Neck Public Landing”. Said point further being located, S 85°55'23" E, a distance of 10.43' from the corner of an existing bulkhead at the intersection of the division line between the aforesaid Worton Creek Marina lands and the aforesaid County Commissioners lands with the approximate mean high water line of Worton Creek. As shown on a plat entitled “Lot Line Adjustment between the lands of Worton Creek Marina LLC and the County Commissioners of Kent County” dated 8/6/21, intended to be recorded herewith.

THENCE, leaving the aforesaid division line and running through the County Commissioners lands the following four (4) courses and distances: S 02°02'20" W, a distance of 5.11' to a point, S 87°57'40" E, a distance of 27.12' to an iron rod set, S 04°30'04" W, a distance of 53.57' to an iron rod set and S 75°14'36" E, a distance of 57.76' to an iron rod set on the westernmost side of Buck Neck Road (50' wide – see Plat Book E.H.P. 1/88). Said point further being located, S 18°28'58" W, a distance of 3.32' from the terminus of the aforesaid road.

This line is depicted on the Lot Line Adjustment Plat between the lands of Worton Creek Marina and the County Commissioners of Kent County, prepared by Extreme Measures Land Surveyors, dated August 6, 2021, and attached hereto and incorporated herein as “Exhibit A” to be recorded among the Land Records of Kent of Kent County with this Agreement.

2. The County hereby grants and conveys unto Worton Creek Marina, its successors and assigns, in fee simple, all of its right, title, and interest in and to all lands lying north and east of the aforesaid line of agreement, which is described as “Proposed Property Line in the “Detail” portion of the aforementioned Plat. This area is also described as “Area conveyed to Worton Creek Marina AREA: 0.099+/-Ac” plus “30' County Road as shown on Plat Recorded in Plat Book W.H.G. 2/23 to be

conveyed to Worton Creek Marina AREA: 0.049+/- Ac.” on the aforementioned Plat.

3. Worton Creek Marina hereby grants and conveys unto the County, its successors and assigns, in fee simple, all of their rights, titles, and interests, if any, in and to all lands lying in the area described as “Area to be conveyed to Buck Neck Landing AREA: 0.529+/- Ac” on the aforementioned Plat.
4. Worton Creek Marina hereby indemnifies and holds harmless Kent County from any liability, including but not limited to any liability for environmental matters, for the areas being conveyed to Worton Creek Marina through this Agreement.
5. The parties hereto intend that this Agreement shall be binding on their successors and assigns and that the provision herein shall run with the land of each of them.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year aforesaid. John Patnovic and Elizabeth Patnovic are the two members of Worton Creek Marina, LLC.

WITNESS:

WORTON CREEK MARINA, LLC

By: _____
John Patnovic, Member

WITNESS:

WORTON CREEK MARINA, LLC

By: _____
Elizabeth Patnovic, Member

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

By: _____
P. Thomas Mason, President

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared John Patnovic, Member of Worton Creek Marina, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement who acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared Elizabeth Patnovic, Member of Worton Creek Marina, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement who acknowledged that she executed the same for the purpose therein contained.

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

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, a Notary Public of the State and County aforesaid, personally appeared P. Thomas Mason, President of the County Commissioners of Kent County, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement who acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

My Commission Expires: _____

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



"BUCK NECK PUBLIC LANDING"
LANDS OF
THE COUNTY COMMISSIONERS
OF KENT COUNTY
J.T.D. 3/501
PLAT BOOK: W.H.G. 2/23

AREA TABLE:

WORTON CREEK MARINA (P. 283)

EXISTING AREA: 16.33± Ac (PER TAX ASSESSMENT)
AREA ACQUIRED FROM COUNTY R/O/W: 0.049± Ac
AREA ACQUIRED FROM PUBLIC LANDING: 0.099± Ac
AREA CONVEYED TO PUBLIC LANDING: 0.529± Ac
RESULTING AREA: 15.949± Ac

BUCK NECK PUBLIC LANDING

EXISTING AREA: 0.393± Ac
AREA ACQUIRED FROM W.C.M.: 0.529± Ac
AREA CONVEYED TO W.C.M.: 0.099± Ac
RESULTING AREA: 0.823± Ac

COUNTY R/O/W

EXISTING AREA: 0.049± Ac
AREA CONVEYED TO W.C.M.: 0.049± Ac
RESULTING AREA: 0 Ac

COURSES & DISTANCES ALONG
BUCK NECK ROAD

LINE	BEARING	DISTANCE	LENGTH	RADIUS
1	N 13°43'01" W	583.99'	615.90'	547.96'
2	N 18°28'58" E	426.10'		
3	N 71°31'02" W	50.00'		
4	S 18°28'58" W	426.10'		
5	S 04°49'27" W	282.40'	285.09'	597.96'

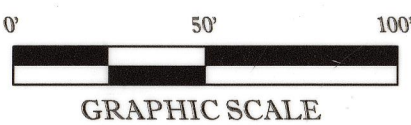
COURSES & DISTANCES ALONG
THE APPROXIMATE MEAN HIGH
WATER LINE OF WORTON CREEK

LINE	BEARING	DISTANCE
6	N 53°36'12" E	22.03'
7	N 70°55'36" E	25.08'
8	N 63°43'58" E	24.82'
9	S 68°56'20" E	26.92'
10	S 46°48'54" E	16.47'
11	S 79°12'50" E	32.34'
12	S 49°46'08" E	13.32'
13	S 27°11'10" W	8.98'
14	N 37°13'05" E	10.43'
15	S 43°03'03" E	6.97'
16	N 85°33'14" E	9.91'
17	N 25°58'20" E	5.00'
18	N 55°28'26" W	21.61'
19	N 81°51'12" W	8.87'
20	N 70°14'14" W	27.83'
21	N 46°48'54" W	16.47'
22	N 58°05'50" W	13.52'
23	N 33°48'37" E	11.93'
24	S 83°28'17" E	7.29'
25	N 36°34'20" E	26.72'
26	N 22°20'59" W	11.26'
27	N 48°05'09" W	23.55'
28	N 17°53'18" E	20.73'
29	N 35°39'27" W	15.97'
30	N 24°28'51" E	23.82'
31	N 76°04'04" E	20.42'
32	N 45°25'18" E	33.61'
33	N 23°47'21" E	16.95'
34	N 18°48'29" E	17.53'
35	N 56°17'54" E	20.62'
36	N 62°16'43" E	21.28'
37	N 31°56'07" E	28.40'
38	N 16°51'43" E	32.00'
39	N 18°11'17" E	35.50'
40	N 24°25'37" E	29.51'
41	N 15°52'21" E	44.13'
42	N 21°59'34" E	29.43'
43	N 03°56'18" E	43.63'
44	N 10°38'31" E	38.71'
45	N 67°48'23" E	9.94'
46	N 47°17'37" E	13.74'
47	N 84°56'39" W	12.44'
48	N 39°27'26" W	10.55'
49	N 10°32'15" W	24.14'
50	N 55°50'24" W	6.61'
51	N 84°21'46" W	29.35'
52	N 02°58'25" E	140.15'
53	N 24°31'04" E	24.62'

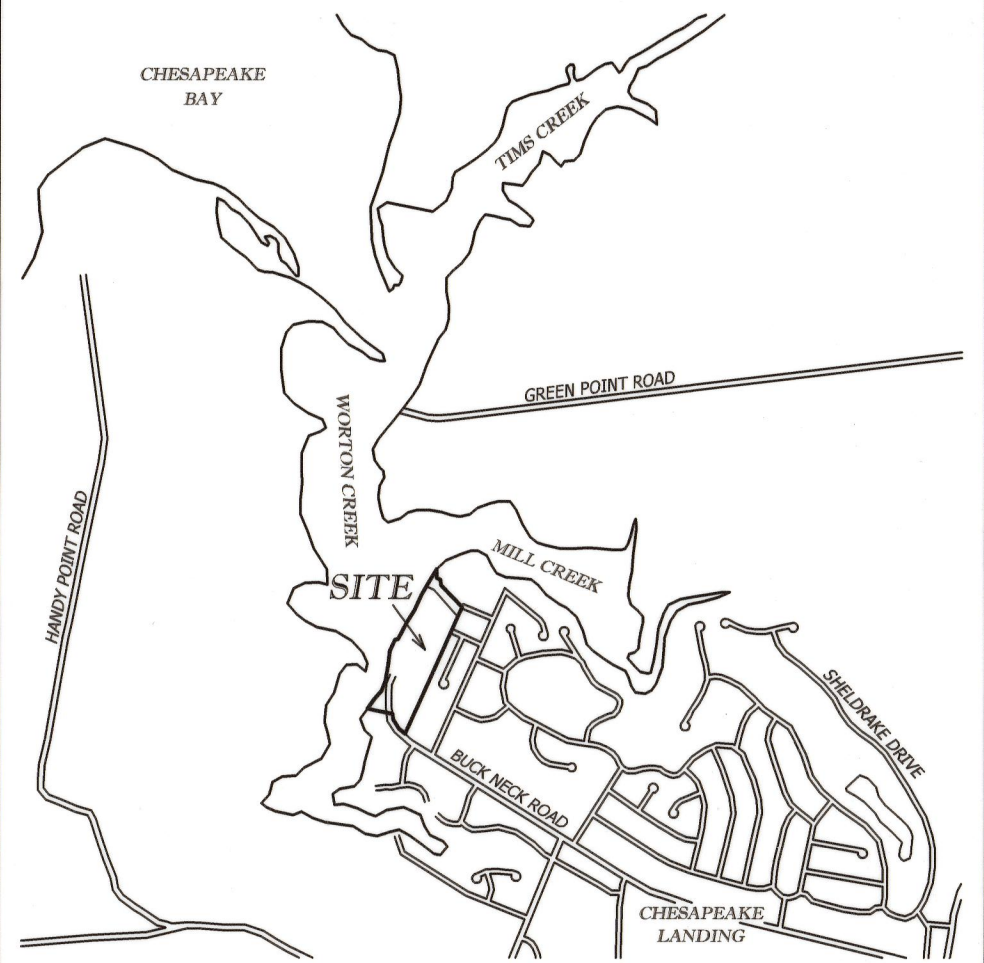
AREA CONVEYED TO
BUCK NECK LANDING
AREA:
0.529± Ac.

PARCEL 283
LANDS OF
WORTON CREEK MARINA LLC
M.L.M. 133/234
PLAT BOOK: E.H.P. 1/179
ZONING: M

LANDS OF
BARBARA W. ELLIS, et con
M.L.M. 870/436
PLAT BOOK: M.L.M. 4/31



PARCEL 283
LANDS OF
WORTON CREEK MARINA LLC
M.L.M. 133/234
PLAT BOOK: E.H.P. 1/179
ZONING: M



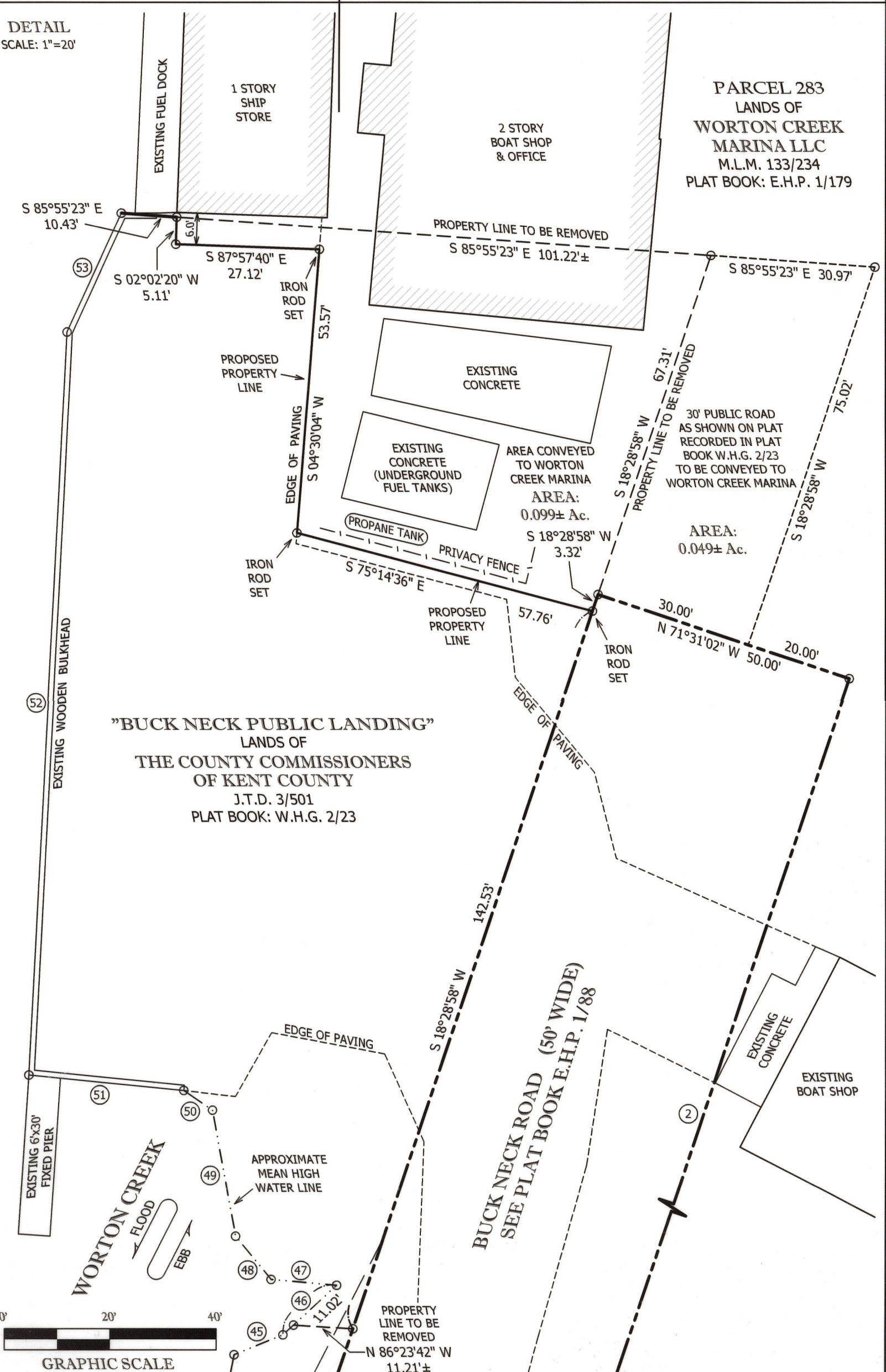
VICINITY MAP
N.T.S.

APPROVED:

2/10/22 DATE
JVA Mackay
KENT COUNTY DIRECTOR OF PLANNING

APPROVED:

2/9/22 DATE
John C. Roebuck
KENT COUNTY HEALTH DEPT. APPROVING AUTHORITY



LOT LINE ADJUSTMENT

BETWEEN THE LANDS OF

WORTON CREEK MARINA LLC AND
THE COUNTY COMMISSIONERS OF KENT COUNTY

THIRD ELECTION DISTRICT, KENT COUNTY, MARYLAND

MAP 27 PARCEL 283

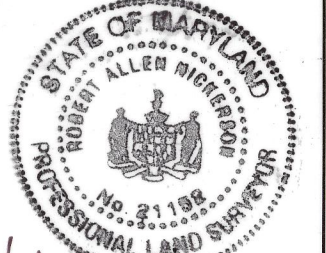
SCALE
1"=50'
DRAWN BY
WJE
DATE
8/6/21
JOB NO.
1369
REVISIONS

EXTREME
MEASURES
LAND SURVEYORS

Chestertown, MD 21620

PHONE 410-778-0147

www.extrememeasuresllc.com



John W. ...
2-7-22



Bill Mackey, Director, Planning, Housing and Zoning
2/22/2022
County Commissioners Meeting

Item Summary:

On January 6, 2022, the Kent County Planning Commission reviewed the attached draft Forest Conservation Easement and Agreement template for use by applicants to streamline the review process. As part of Final Forest Conservation Plans, such agreements are required to ensure the permanent protection, management, and inspection of forests that are being protected. The document was prepared by Planning Commission Attorney Cynthia McCann, Esq., in order for the County to be able to adopt a standard document that will make it easier for applicants and staff to ensure that forest conservation requirements are being satisfied. The draft was compiled from a review of several existing Forest Conservation Easements from neighboring counties. Currently, each applicant's attorney drafts a document that is reviewed by Ms. McCann for sufficiency with the requirements of the law. The documents are rarely identical which requires Ms. McCann and staff to carefully review each one. If a standard template is adopted, then it will streamline the process. Applicants won't need to ask for examples of other deed restrictions, and staff won't need to spend as much time on review. The Planning Commission recommended favorably to the County Commissioners to approve the proposed County Forest Conservation Easement and Agreement template.

ATTACHMENTS:

Description

draft Forest Conservation Easement Template

Letter to CC from PC re draft FC easement

DEED OF FOREST CONSERVATION EASEMENT AND AGREEMENT
KENT COUNTY, MARYLAND

THIS DEED OF FOREST CONSERVATION EASEMENT AND AGREEMENT ("Deed of Easement and Agreement"), made this ____ day of _____, 20____, by and between _____, party of the first part, hereinafter called the "Grantor," and COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, hereinafter called the "County."

RECITALS:

WHEREAS, the Grantor, by virtue of a deed dated _____ and recorded among the Land Records of Kent County in Book No. _____, folio _____, is the owner of all that part or parcels of land consisting of _____ acres, more or less, situate, lying and being in the _____ Election District of Kent County, Maryland;

WHEREAS, Grantor has elected to engage in a regulated activity as prescribed by the Kent County Forest Conservation Law under Article IV, Section 8, *Forest Conservation*, of the Land Use Ordinance for Kent County, Maryland (hereinafter "Land Use Ordinance"), on said property, and applied to the Kent County Department of Planning, Housing, and Zoning for approval of the regulated activity, said approval having been given;

WHEREAS, as a condition of the aforesaid approval, Grantor has submitted and the County has approved Final Forest Conservation Plan No. _____ (the "Plan"), which sets forth the requirements for forest retention, reforestation or afforestation in an area located on the aforesaid property and designated on the approval final subdivision plat, site development plan or grading permit as the Protected Forest Conservation Area, and more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof. Said Plan is incorporated into and made part of this Deed of Easement and Agreement by reference; and

WHEREAS, the Final Forest Conservation Plan and the Kent County Forest Conservation Law require the establishment of a forest conservation easement in, on, over and through the Protected Forest Conservation Area, to ensure the permanent protection, management, and inspection of said area.

GRANT AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration (no monetary value), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant and convey unto the County Commissioners of Kent County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, a forest conservation, management and access easement, of the nature and character and to the extent hereinafter set forth, in, on, over, through and across the land designated as Protected

Forest Conservation Area on the Forest Conservation Easement Exhibit of the Lands of _____, attached hereto as Exhibit B (as further described in Exhibit A). Grantor further establishes, creates, and declares the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

2. Except as specifically provided in Paragraph 3 and 4 herein, Grantor covenants with the County to refrain from destroying, damaging or removing anything of nature which grows in the Protected Forest Conservation Area now, or hereafter, without approval of the County as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor shall comply with the Final Forest Conservation Plan approved under the Kent County Forest Conservation Law and that the easement area shall be preserved in a manner which protects the forest thereon, existing or to be established.

3. Grantor hereby relinquishes the right to use or develop the Protected Forest Conservation Area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance, and protection of the forest conservation area in accordance with the terms and conditions of the Plan;

B. Passive recreational activities which are consistent with and do not interfere with forest conservation and management or cause harm to forest management resources, including but not limited to walking, hiking, and bird watching;

C. Forest protection and management practices, including harvesting of trees in accordance with a written agreement with the State Department of Natural Resources; provided suitable provisions are made for the replacement of harvested trees.

4. Grantor may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead or dying trees, and noxious plants or weeds.

5. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the easement area.

6. The County, or its duly authorized representatives, shall have the right, at reasonable hours, to enter into the forest conservation area for the sole purpose of inspecting same to determine whether the Grantor is complying with the terms, covenants, conditions, limitations, and restrictions herein contained.

7. No failure on the part of the County to enforce a covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the County to enforce the same in the event of a subsequent breach or default.

8. Upon any breach of the terms of this Deed of Easement and Agreement by the Grantor, the County's remedies shall be cumulative and shall be in addition to any other rights

available to the County at law or in equity. Upon any breach of the terms of this Deed of Easement and Agreement by the Grantor, the County may exercise any or all of the following remedies: the remedies provided in Article XII, Section 4 of the Land Use Ordinance; institution of a suit including a suit to enjoin any breach or enforce any covenant, by ex parte, temporary and/or permanent injunction, and including civil penalties as authorized by § 5-1612 of the Natural Resources Article of the State Code (as amended); require the Protected Forest Conservation Area be promptly restored to the condition required by the Plan and this Deed of Conservation Easement and Agreement; enter upon the forest conservation area, correct any breach, and hold the Grantor responsible for the resulting cost; and such other legal action as may be necessary to ensure compliance with this Deed of Easement and Agreement and the covenants, conditions, limitations and restrictions herein contained. If Grantor is found to have breached any of its obligations under this Deed of Easement and Agreement, Grantor shall reimburse the County for any costs or expenses incurred, including consultant's fees, court costs, reasonable attorney's fees, and any administrative and overhead costs.

9. Interpretation of this Deed of Easement and Agreement shall be the sole province of the County, and the County may issue interpretations hereof upon request of Grantor, or at the County's discretion.

10. This Deed of Easement and Agreement does not grant the public, in general, any right of access or any right to the use of the easement area, or any other portion of the property. This easement extends only to those areas designated as the Protected Forest Conservation Area and necessary access thereto.

11. The Grantor further covenants and agrees that the easements, rights of way, covenants and agreements contained herein shall run with the Protected Forest Conservation Area and all portions thereof and shall bind the Grantor and their personal representatives, heirs, successors and assigns and shall bind all subsequent owners of the property identified herein.

12. Grantor agrees to make specific reference to this Deed of Easement and Agreement in a separate paragraph of any subsequent sales contract, mortgage, deed, lease, or other legal instrument by which any interest in the Protected Forest Conservation Area is conveyed.

13. This Deed of Easement and Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD the said easement unto the County Commissioners for Kent County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described, together with the right to enforce the terms and conditions set forth in this Deed of Easement and Agreement against the Grantor, and up on the Grantor's respective heirs, personal representatives, successors and assigns..

AND the said Grantor covenants that it has not done nor suffered to be done anything to encumber the property, easement, and/or rights hereby conveyed and that he will execute such other and further assurances of the same as may be necessary and requisite.

DRAFT

WITNESS:

GRANTOR(S):

_____[SEAL]
Printed Name

WITNESS:

COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

_____[SEAL]
P. Thomas Mason, President

APPROVED FOR LEGAL SUFFICIENCY:

Cynthia L. McCann
Attorney for the Planning Commission

I HEREBY CERTIFY that the within instrument was prepared by me or under my supervision and that I am an attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Print Name: _____

STATE OF MARYLAND, _____ COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires:

STATE OF MARYLAND, _____ COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, _____, President of the Kent County Commissioners, and he duly acknowledged that he executed the above instrument for the purposes therein contained and further acknowledged said instrument to be the act and deed of the County Commissioners of Kent County, Maryland.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires:

Upon recording, please return the original to:
Kent County Department of Planning, Housing and Zoning
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620



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

January 6, 2021

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

RE: proposed standardized Deed of Forest Conservation Easement and Agreement document

Dear President Mason:

At its January 6, 2022 meeting, the Kent County Planning Commission reviewed the proposed Deed of Forest Conservation Easement and Agreement template, prepared by Planning Commission Attorney Cynthia McCann, Esq. Following discussion, the Planning Commission voted to make a favorable recommendation to the County Commissioners for approval of the use of this template in order to streamline the review process.

Sincerely,
Kent County Planning Commission

Kim Kohl
Chairman

KK/WAM

cc: Shelley L. Heller, County Administrator



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
2/22/2022
County Commissioners Meeting**

Item Summary:

Departmental Update

ATTACHMENTS:

Description

KCLMB Presentation

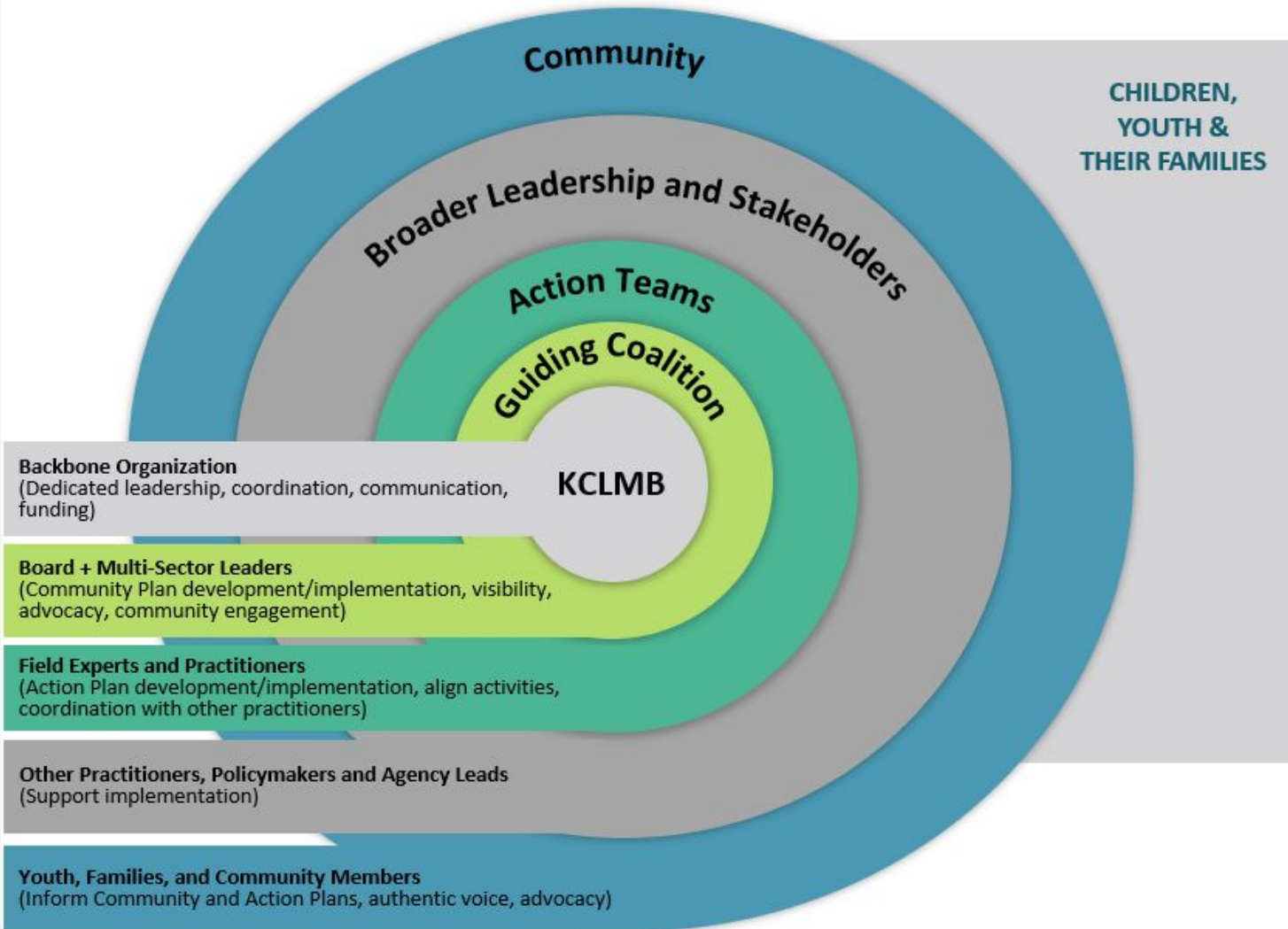


Inclusive and Equitable Recovery for Kent County Children, Youth & Families

FY2023-FY2025 Refreshed Plan Draft



KCLMB's Model



Confirming our Vision & Priorities



VISION

Building equitable access, shared assets, full opportunity for children, youth, and families.

PRIORITIES

1. Address basic needs and economic mobility for youth and their families impacted by poverty
2. Elevate the voice and power of youth and families to effectively engage with service providers
3. Increase and expand programs and innovative approaches for child well-being during and after COVID19

First Priority: Building Capacity

1. Address basic needs and economic mobility for youth & their families impacted by poverty

ACTION TEAMS

A group of mid-shore organizations working collaboratively to assess and evaluate, shared resources to achieve mutual goals.



AFFORDABLE HOUSING ACTION TEAM

Assess and improve housing stability solutions



TRANSPORTATION ACTION TEAM

Increase availability and public knowledge of transit options

Second Priority: Services and Resources

2. Elevate the voice of youth and families to effectively engage with service providers



Local Care Team

The Kent County Local Care Team (LCT) is for any family who needs assistance finding and connecting to resources. The Team can:

- Meet with families to understand their challenges
- Brainstorm, share knowledge, advocate and develop strategies to help families thrive
- Link parents and children with behavioral health and wellness services
- Ongoing support is available by this office through exploring option from alternative resources

Members of the Local Care Team consist of representatives of our Community Partners including: Mid Shore Behavioral Health, Department of Social Services, Public Schools, Department of Juvenile Services, Maryland Developmental Disabilities Administration, Maryland Coalition for Families, and Affiliated Santé Group.

Resource Coordination

www.kentcounty.com/resource-directory

linktr.ee/kclmb

Unite Us

KCLMB as hub for connecting and coordinating resources

Youth Connections

Engaging with High School and Middle School students about behavioral health resources and tools to support their peers

Third Priority: Child Wellbeing

3. Increase and expand programs with innovative approaches for child well-being during/after COVID19



Healthy Children

The Youth Behavioral Health Survey shows increasing rates of *depressive episodes* among 8th -12th graders in Kent County before COVID19, and more so since.

In 2018 33% of African American students and 29% of White students in KCPS reported having felt so sad or hopeless almost every day for two weeks or more in a row that they stopped doing some of their usual activities.

Student Behavioral Health Program/Initiative TBD

School Success

Chronic absenteeism

Kent's average rate has gone from 16% in 2016 to 25% in 2019. Rates are worse among students of two or more races (38%) and White students (36%)

Trojan Influence Afterschool Program

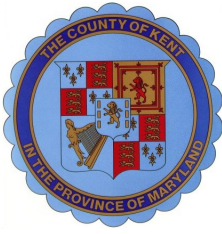
Economic Stability

Child Poverty

Child poverty in Kent County has gradually improved and was 17.2% in 2020, but White households were 6.8x more likely to be above the living wage (ALICE) threshold than Black households. Student homelessness has increased from 5% of KCPS students to 7% over the past five years.

Healthy Families

Results	Healthy Children	Children are Successful in School	Families are Economically Stable	
Indicator	Student Depression	Chronic Absenteeism	Child Poverty	
Children's Cabinet Priorities	Increasing Opportunities for Community Based Programs and Services		Childhood Hunger	
Programs & Strategies	TBD	Trojan Influence Afterschool Program	Basic Needs - Housing and Transportation	Healthy Families Home Visiting
Preventative Program Requirements	• discussion on data for population to be served • Incorporate the local partners necessary to ensure success in addressing the complex and unique needs of the population • Consider research-based practices • Demonstrate a connection to local efforts for which the proposed program is complementary and not duplicative.			



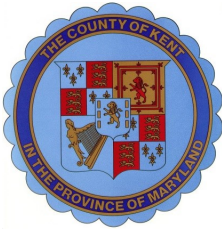
Finance Office
2/22/2022
County Commissioners Meeting

Item Summary:

Finance Associate I Vacancy

ATTACHMENTS:

Description



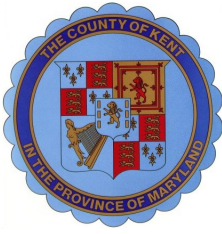
Emergency Services
2/22/2022
County Commissioners Meeting

Item Summary:

Paramedic Supervisor Vacancy

ATTACHMENTS:

Description



**Alcoholic Beverage and Tobacco Inspector
2/22/2022
County Commissioners Meeting**

Item Summary:

Alcohol Beverage and Tobacco Inspector Vacancy

ATTACHMENTS:

Description



Shelley L. Heller, County Administrator
2/22/2022
County Commissioners Meeting

Item Summary:

Joint Public Meeting Notice

The Kent County Commissioners and the Board of Education will meet on February 24, 2022 at 6:00 p.m., at the Kent County Middle School, 402 East Campus Avenue, Chestertown, MD 21620



Charles D. MacLeod, Esq., MacLeod Law Group, LLC
2/22/2022
County Commissioners Meeting

Item Summary:

Support for Mixed Use Zoning

ATTACHMENTS:

Description

02.22.22 Charles D. MacLeod, Esq., MacLeod Law Group, LLC, Update on Mixed Use Zoning Request -
Millington Crossing Growth Area - REVISED



County Commissioners

Office

Date 2-18-22 LJC

Charles D. MacLeod, Esq.
cmacleod@mlg-lawyers.com

February 17, 2022
[replacing letter dated February 16]

BY HAND DELIVERY and EMAIL

County Commissioners for Kent County
R. Clayton Mitchell Government Center
400 High Street
Chestertown, Maryland 21620

Re: Update on Mixed Use Zoning Request - Millington Crossing Growth Area

Dear Commissioners Mason, Jacob and Fithian:

I am writing on behalf of Russell H. Richardson, principal of Richardson Fresh Ponds, LLC, and neighboring property owners regarding an update on Millington Crossing in the context of our aggregated request for mixed-use zoning to facilitate coordinated development of the Millington growth area, including integrated master planning and infrastructure phasing. We have been working with and monitoring the Comprehensive Rezoning Update (CRU) Task Force and understand that the Task Force will resume meeting in March. During the Task Force hiatus, there has been active development interest in the Millington growth area, and Mr. Richardson, et al wanted to update the County Commissioners and involved agencies on the progress, and to instigate action consistent with the County Comprehensive Plan (2018).

- 1. Land assembly and cooperation among property owners:** We are pleased to inform the County Commissioners that with recent additions there are now 634 +/- acres of land ownership who have requested mixed-use zoning. Adding in the adjacent Maloney property of 142 acres, where the owners are satisfied with their present residential zoning, brings to 776 total acres for the area being master planned for integrated development in accordance with the County's vision per the Comprehensive Plan. This area encompasses one and one-half (1½) miles of frontage on each side of U.S. 301 north of Route 291; an attractive configuration. In addition, we are in ongoing conversation with neighboring Freeman Evans, who owns 125 acres north of Millington Road and has annexed into the Town of Millington, regarding cooperation and coordination with infrastructure planning and phased implementation. This totals 901 acres of land, whose owners are working in cooperation, thus defining the County's potential growth area, consistent with the Comprehensive Plan.

For reference, please review the attached **Map D-1 Properties in Growth Area Requesting Mixed-Use Rezoning & Other Properties Requiring Utilities & Services** and **Map D-2 Properties in Growth Area Included in Mixed Use Rezoning Request**.

2. **Phase One development will act as a catalyst for this key growth area identified by the County:** We cannot overemphasize the critical importance that an initial phase of development will have to realizing the County's vision for mixed-use development in this growth corridor. We commend Kent County for advancing mixed-use rezoning and hope further studies on water service and waste-water treatment begin soon. We have developed several alternative development plans that might be useful in projecting development potential including sewer and water needs for this County-designated growth area. If helpful, we can provide our studies of potential development anticipated for each parcel or area, i.e., square footage for commercial and industrial uses, number of rooms for hotels, and number of units for housing that is affordable housing, apartment, townhouse and single-family.
3. **Time is of the essence to capture Phase One development:** There is presently a significant development proposal involving 35-40 acres of Richardson land on the west side of Route 301 that would constitute the first phase of development at Millington Crossing. The proposed development would advance the goals of the recently updated County Comprehensive Plan to focus economic development around the Route 301/291 interchange. The prospective developer has been exploring the possibilities for on-site waste-water treatment and on-site water, or the need for public water and waste-water treatment. There is also a national residential developer who has made an offer to purchase land in the Town of Millington for a sizeable residential development. They too are exploring options for water and sewer services. Since each of these components of Millington Crossing would be coordinated phases in this multi-year project, they may be able to start development before a waste-water treatment facility is built; but would require one for a full-build out.
4. **Prioritize County rezoning and no annexation into the Town of Millington:**
 - a. There are 286 acres of the Growth Area that the Town of Millington has excluded from annexations in their Comprehensive Plan. See **Maps AX-2 and AX-3**.
 - b. After annexing the Freeman Evans Property (125 acres) last year, the Town of Millington has stated they will not consider any further annexations until 2024. At the same time, **Map AX-3** (Map 3-2 of the Millington Comprehensive Plan) shows an annexation area extending from existing Town boundaries on the west to Route 301.
 - c. Of the 634 acres applying for Mixed-Use Zoning, none of the owners want to annex into the Town of Millington. See **Map AX-1**.
 - d. The developer prospect for 35-40 acres of Richardson land on the west side of Route 301 does not want to be annexed into Millington.



At this time, the owners of the properties totaling 634 acres who are requesting the mixed-use rezoning from the County do not want to be annexed into Millington since that cannot be achieved in a timely manner to capitalize on the present Phase One development prospects. Given the current state of planning, zoning and infrastructure in the Town and lack of clear and timely direction, it is essential for the County to marshal resources accordingly and prioritize rezoning and lead infrastructure efforts in furtherance of implementing the County Comprehensive Plan in the Growth Area surrounding the Millington interchange.

5. **Leveraging Growth Area development for reinvestment and improvements in and around Millington:** The Millington Crossing property owners are supportive of forming a public-private partnership with the County and the Town that can explore how development in the interchange growth area can be leveraged to benefit the citizens, economy, and environment of the Millington area. This could include using economic development tools to facilitate reinvestment and improvements in the historic core of the Town and preserving the Mills Branch as a scenic natural corridor with public access on a new trail system that connects to the Chester River.
6. **Attachments – Growth Area Maps.** The attached maps depict the potential contiguous area that constitutes the rare opportunity for integrated master planned development within the Millington growth area, the lands requiring utilities and services, and existing and proposed zoning.

On behalf of all the collective property owners at Millington Crossing, we are excited to be working in cooperation with the County on the rezoning and coordinated master planning for integrated development and infrastructure servicing around the Route 301/291 interchange. We would welcome the opportunity to meet with you and your economic development officials and other necessary agency representatives to further discuss what is outlined in this letter and related issues that are more confidential.

In advance, we thank you for your attention and cooperation. Please contact Mr. Richardson or me with any questions.

Sincerely,



Charles D. MacLeod

cc: William A. Mackey, AICP, Director, Dept of Planning
Michael S. Moulds, P.E., Director, Dept. of Public Works
Jamie L. Williams, Director, Dept. of Economic Development
Richardson Fresh Ponds, LLC
Russell H. Richardson
Renee H. Richardson



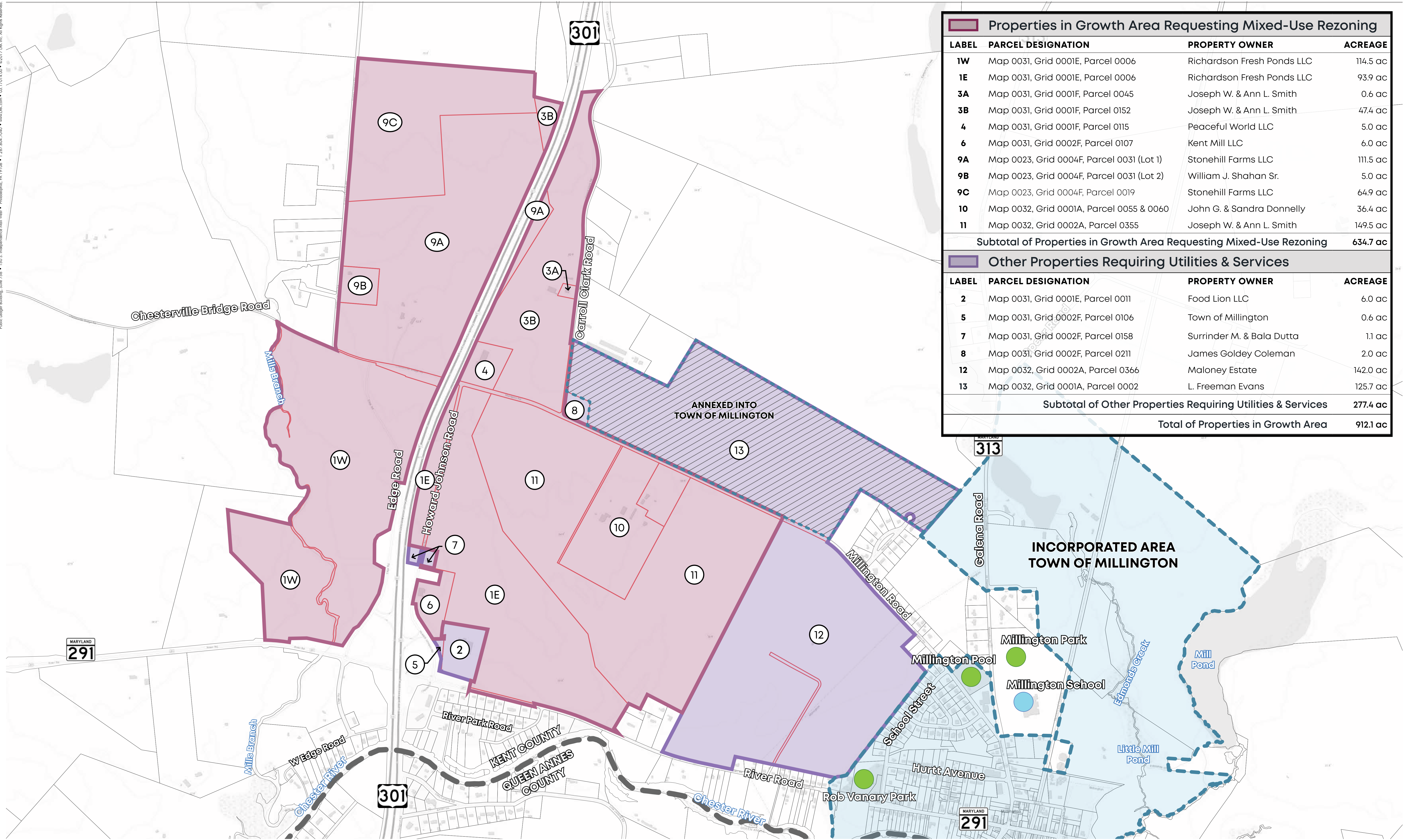
Ryan H. Richardson
Chad Pitts
Stewart Connard
Bob Owens
Jim Constantine, LRK

Attachments: Growth Area Maps

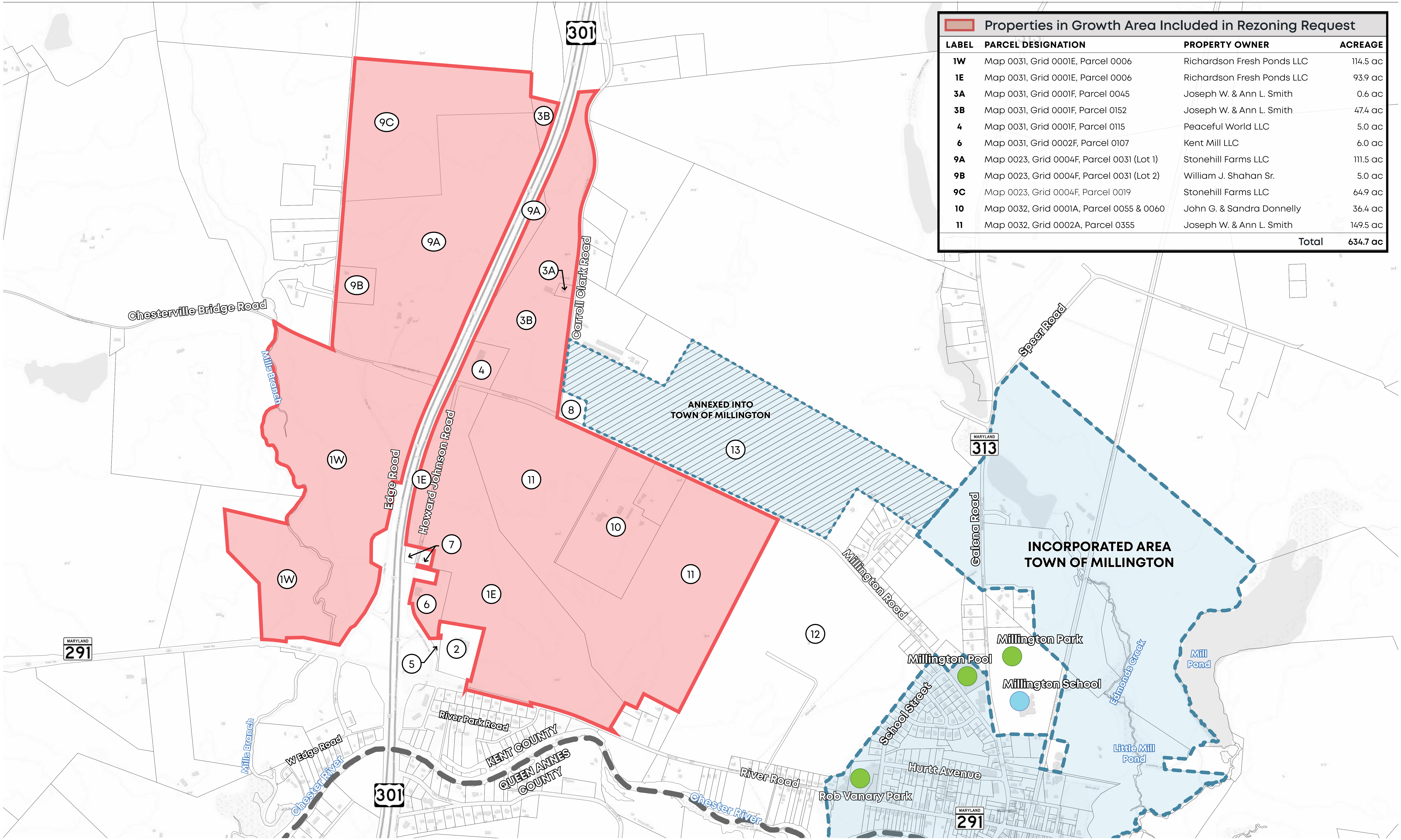
- D-1** Properties in Growth Area requesting mixed-use rezoning and other properties requiring utilities and services
- D-2** Properties in Growth Area requesting mixed-use rezoning
- AX-1** Properties in Growth Area requesting mixed-use rezoning, but which do not want to annex into the Town of Millington
- AX-2** Properties in Growth Area excluded from annexation in the Town of Millington's Comprehensive Plan
- AX-3** Map 3-2 from Town of Millington Comprehensive Plan
- E-1** Existing Kent County zoning (e.g., fragmentation)
- E-2** Proposed Mixed-Use Zoning District



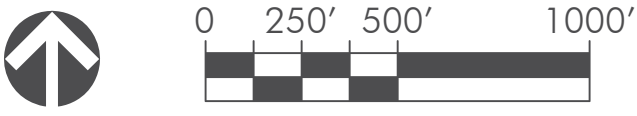
Properties in Growth Area Requesting Mixed-Use Rezoning			
LABEL	PARCEL DESIGNATION	PROPERTY OWNER	ACREAGE
1W	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	114.5 ac
1E	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	93.9 ac
3A	Map 0031, Grid 0001F, Parcel 0045	Joseph W. & Ann L. Smith	0.6 ac
3B	Map 0031, Grid 0001F, Parcel 0152	Joseph W. & Ann L. Smith	47.4 ac
4	Map 0031, Grid 0001F, Parcel 0115	Peaceful World LLC	5.0 ac
6	Map 0031, Grid 0002F, Parcel 0107	Kent Mill LLC	6.0 ac
9A	Map 0023, Grid 0004F, Parcel 0031 (Lot 1)	Stonehill Farms LLC	111.5 ac
9B	Map 0023, Grid 0004F, Parcel 0031 (Lot 2)	William J. Shahan Sr.	5.0 ac
9C	Map 0023, Grid 0004F, Parcel 0019	Stonehill Farms LLC	64.9 ac
10	Map 0032, Grid 0001A, Parcel 0055 & 0060	John G. & Sandra Donnelly	36.4 ac
11	Map 0032, Grid 0002A, Parcel 0355	Joseph W. & Ann L. Smith	149.5 ac
Subtotal of Properties in Growth Area Requesting Mixed-Use Rezoning			634.7 ac
Other Properties Requiring Utilities & Services			
LABEL	PARCEL DESIGNATION	PROPERTY OWNER	ACREAGE
2	Map 0031, Grid 0001E, Parcel 0011	Food Lion LLC	6.0 ac
5	Map 0031, Grid 0002F, Parcel 0106	Town of Millington	0.6 ac
7	Map 0031, Grid 0002F, Parcel 0158	Surrinder M. & Bala Dutta	1.1 ac
8	Map 0031, Grid 0002F, Parcel 0211	James Goldey Coleman	2.0 ac
12	Map 0032, Grid 0002A, Parcel 0366	Maloney Estate	142.0 ac
13	Map 0032, Grid 0001A, Parcel 0002	L. Freeman Evans	125.7 ac
Subtotal of Other Properties Requiring Utilities & Services			277.4 ac
Total of Properties in Growth Area			912.1 ac



Properties in Growth Area Included in Rezoning Request			
LABEL	PARCEL DESIGNATION	PROPERTY OWNER	ACREAGE
1W	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	114.5 ac
1E	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	93.9 ac
3A	Map 0031, Grid 0001F, Parcel 0045	Joseph W. & Ann L. Smith	0.6 ac
3B	Map 0031, Grid 0001F, Parcel 0152	Joseph W. & Ann L. Smith	47.4 ac
4	Map 0031, Grid 0001F, Parcel 0115	Peaceful World LLC	5.0 ac
6	Map 0031, Grid 0002F, Parcel 0107	Kent Mill LLC	6.0 ac
9A	Map 0023, Grid 0004F, Parcel 0031 (Lot 1)	Stonehill Farms LLC	111.5 ac
9B	Map 0023, Grid 0004F, Parcel 0031 (Lot 2)	William J. Shahan Sr.	5.0 ac
9C	Map 0023, Grid 0004F, Parcel 0019	Stonehill Farms LLC	64.9 ac
10	Map 0032, Grid 0001A, Parcel 0055 & 0060	John G. & Sandra Donnelly	36.4 ac
11	Map 0032, Grid 0002A, Parcel 0355	Joseph W. & Ann L. Smith	149.5 ac
Total			634.7 ac

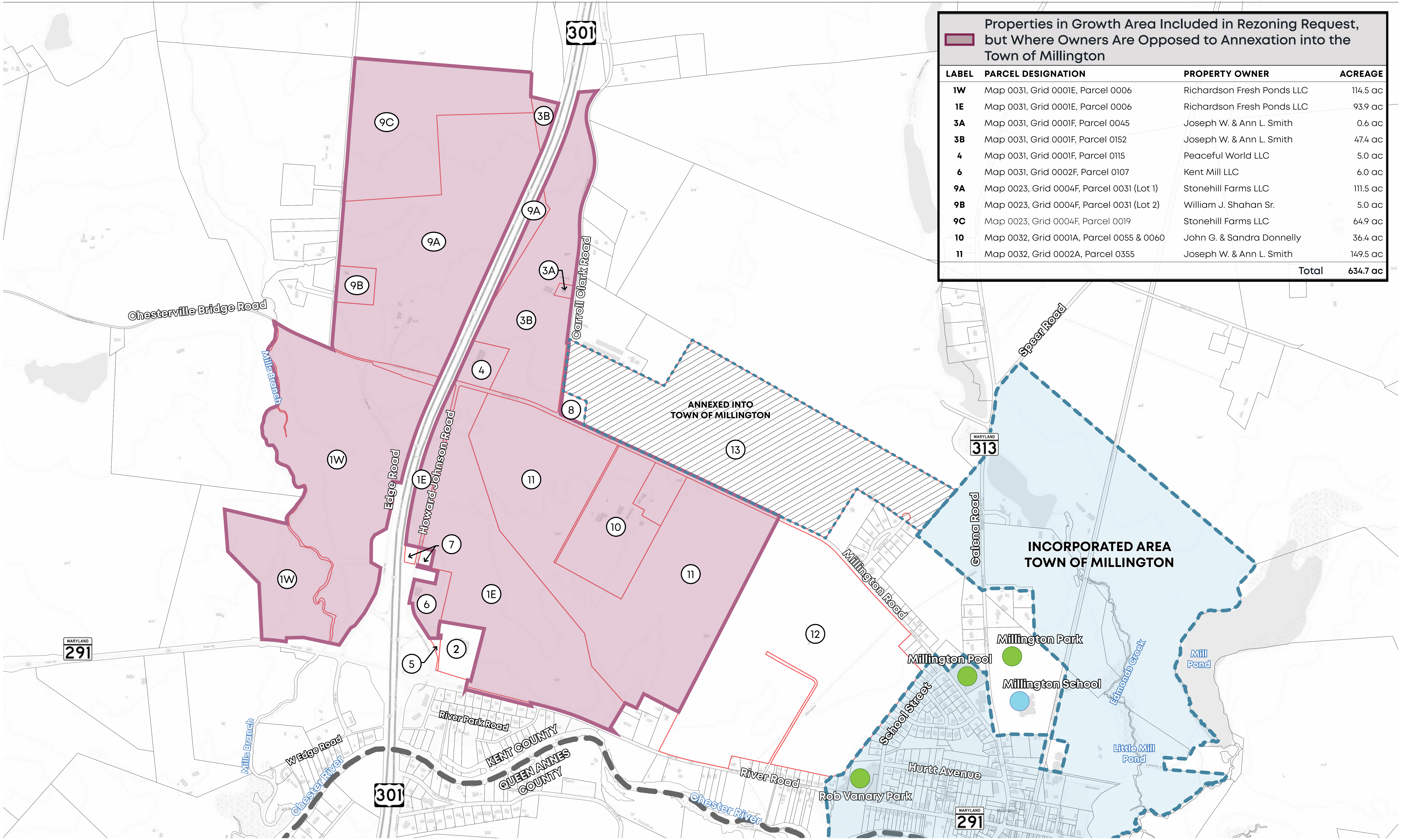


D-2: PROPERTIES IN GROWTH AREA INCLUDED IN REZONING REQUEST
Project Location: Millington, Kent County, Maryland
July 19, 2017 | Last Revised February 17, 2022



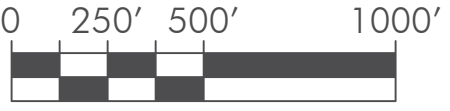
Richardson Properties Corporation

Properties in Growth Area Included in Rezoning Request, but Where Owners Are Opposed to Annexation into the Town of Millington			
LABEL	PARCEL DESIGNATION	PROPERTY OWNER	ACREAGE
1W	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	114.5 ac
1E	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	93.9 ac
3A	Map 0031, Grid 0001F, Parcel 0045	Joseph W. & Ann L. Smith	0.6 ac
3B	Map 0031, Grid 0001F, Parcel 0152	Joseph W. & Ann L. Smith	47.4 ac
4	Map 0031, Grid 0001F, Parcel 0115	Peaceful World LLC	5.0 ac
6	Map 0031, Grid 0002F, Parcel 0107	Kent Mill LLC	6.0 ac
9A	Map 0023, Grid 0004F, Parcel 0031 (Lot 1)	Stonehill Farms LLC	111.5 ac
9B	Map 0023, Grid 0004F, Parcel 0031 (Lot 2)	William J. Shahan Sr.	5.0 ac
9C	Map 0023, Grid 0004F, Parcel 0019	Stonehill Farms LLC	64.9 ac
10	Map 0032, Grid 0001A, Parcel 0055 & 0060	John G. & Sandra Donnelly	36.4 ac
11	Map 0032, Grid 0002A, Parcel 0355	Joseph W. & Ann L. Smith	149.5 ac
Total			634.7 ac



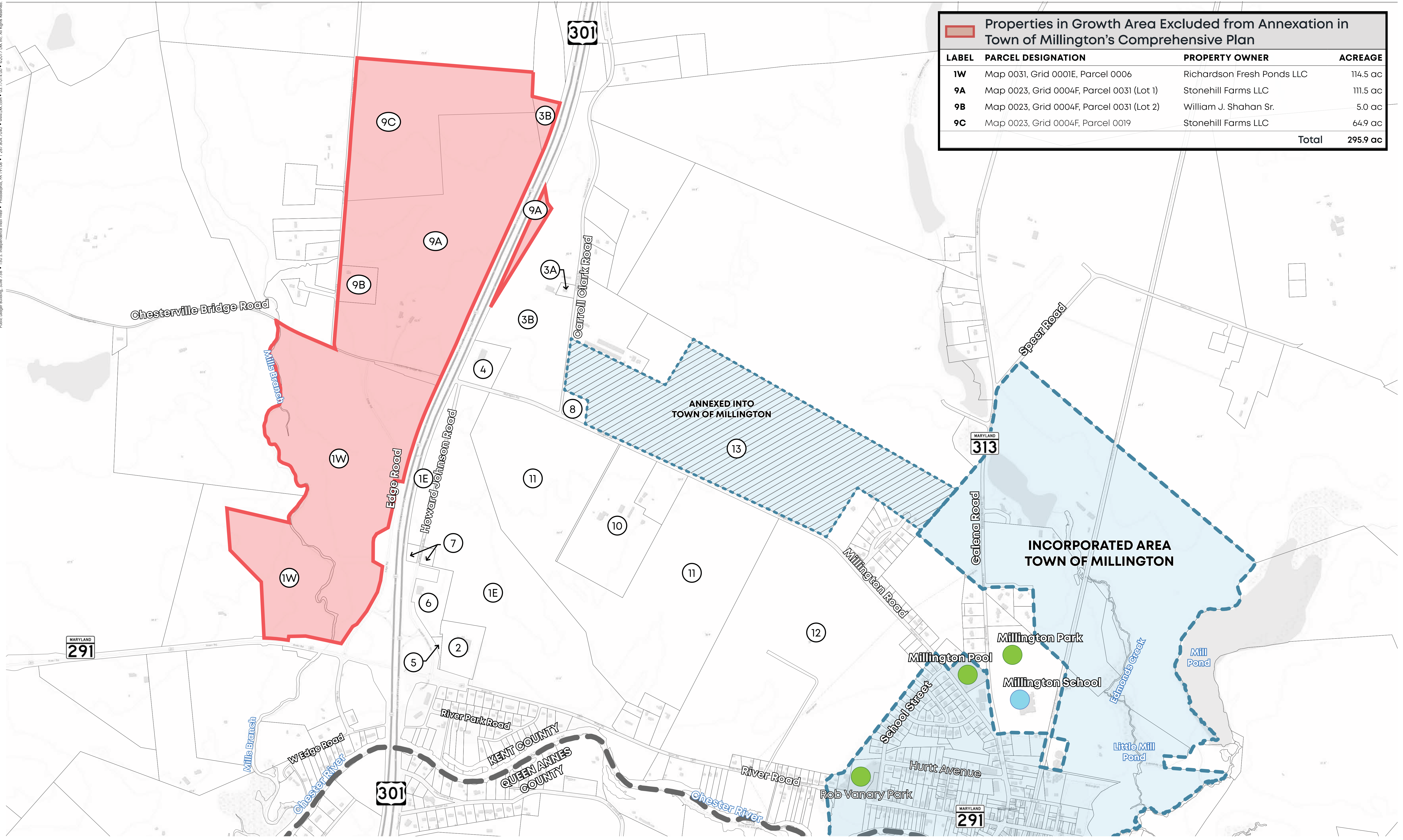
AX-1: PROPERTIES IN GROWTH AREA INCLUDED IN REZONING REQUEST, BUT WHERE OWNERS ARE OPPOSED TO ANNEXATION INTO THE TOWN OF MILLINGTON

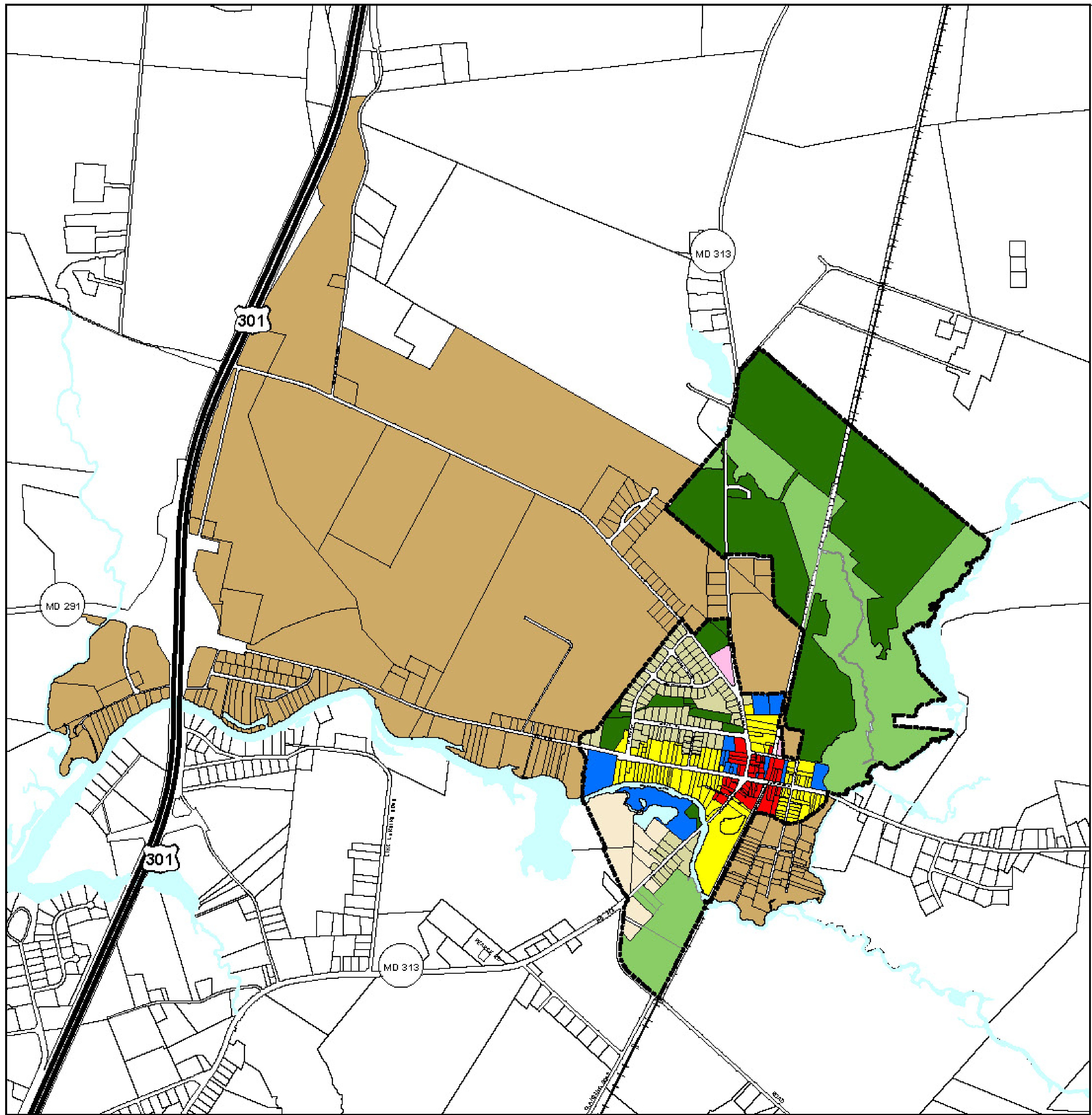
Project Location: Millington, Kent County, Maryland
November 29, 2021 | Last Revised February 17, 2022



**Richardson
Properties
Corporation**

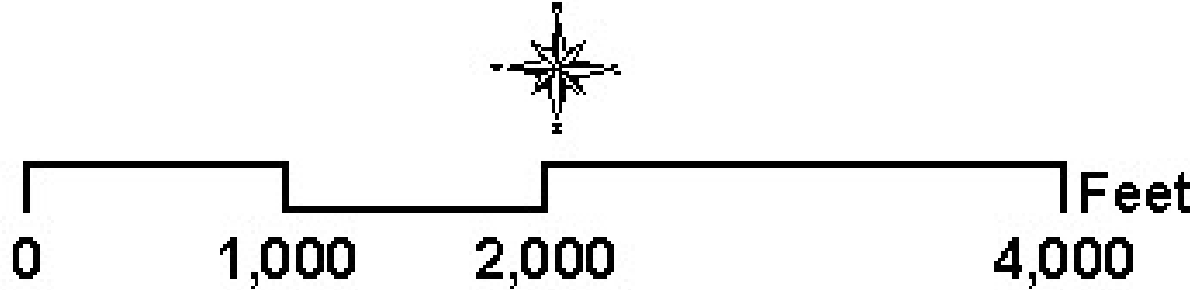
Properties in Growth Area Excluded from Annexation in Town of Millington's Comprehensive Plan			
LABEL	PARCEL DESIGNATION	PROPERTY OWNER	ACREAGE
1W	Map 0031, Grid 0001E, Parcel 0006	Richardson Fresh Ponds LLC	114.5 ac
9A	Map 0023, Grid 0004F, Parcel 0031 (Lot 1)	Stonehill Farms LLC	111.5 ac
9B	Map 0023, Grid 0004F, Parcel 0031 (Lot 2)	William J. Shahan Sr.	5.0 ac
9C	Map 0023, Grid 0004F, Parcel 0019	Stonehill Farms LLC	64.9 ac
Total			295.9 ac





MAP 3-2
COMPREHENSIVE PLAN
Millington, Maryland

- Land Use Plan**
- Town Center
 - Old Town Residential
 - Suburban
 - Employment
 - Park & Open Space
 - Conservation
 - Annexation Area
 - Rivers and Streams

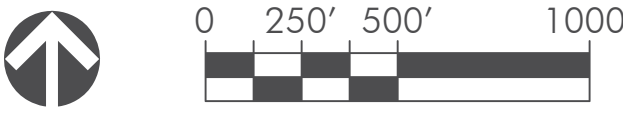


PJA Peter Johnston & Associates, LLC
Easton, Maryland

Version6-20-18



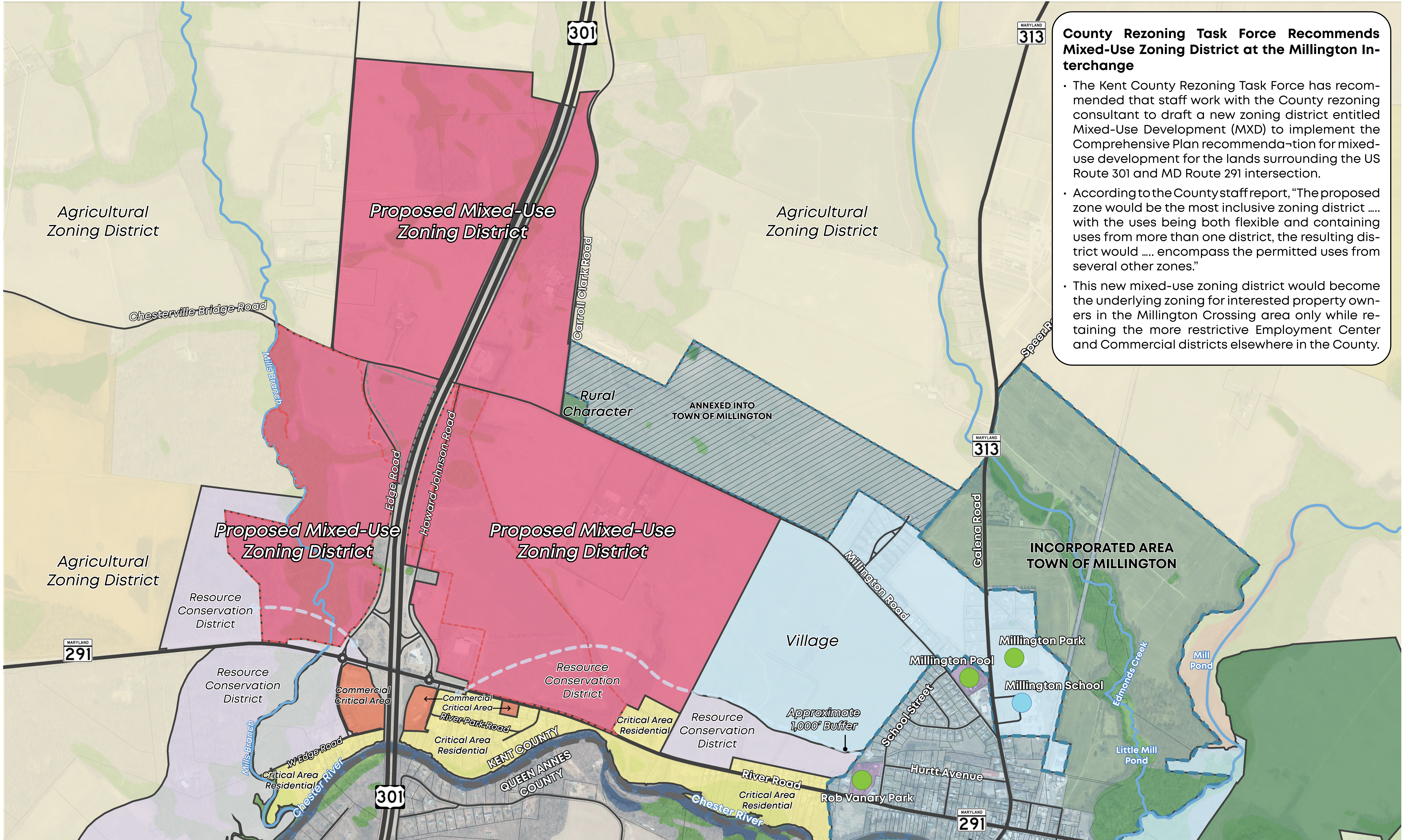
AX-3: MAP 3-2 FROM TOWN OF MILLINGTON'S COMPREHENSIVE PLAN
SHOWING ANNEXATION AREA (DATED 6-20-2018)
Project Location: Millington, Kent County, Maryland
February 17, 2022



Richardson
Properties
Corporation

County Rezoning Task Force Recommends Mixed-Use Zoning District at the Millington Interchange

- The Kent County Rezoning Task Force has recommended that staff work with the County rezoning consultant to draft a new zoning district entitled Mixed-Use Development (MXD) to implement the Comprehensive Plan recommendation for mixed-use development for the lands surrounding the US Route 301 and MD Route 291 intersection.
- According to the County staff report, “The proposed zone would be the most inclusive zoning district with the uses being both flexible and containing uses from more than one district, the resulting district would encompass the permitted uses from several other zones.”
- This new mixed-use zoning district would become the underlying zoning for interested property owners in the Millington Crossing area only while retaining the more restrictive Employment Center and Commercial districts elsewhere in the County.





District 36 Delegation 2/22/2022 County Commissioners Meeting

Item Summary:

Request to Change Bow Hunting Setbacks Letter

ATTACHMENTS:

Description

02.18.22 District 36 Delegation, State of Maryland, Bow Hunting Setbacks

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

February 18, 2022

The Honorable Stephen S. Hershey, Jr.
James Senate Office Building, Room 420
11 Bladen Street
Annapolis, MD 21401-1991

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

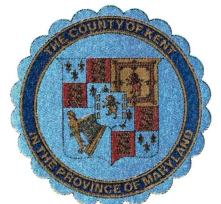
The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

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

Re: Bow Hunting Setback Legislative Initiative

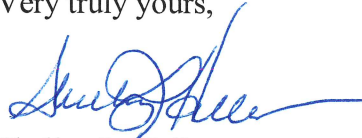
Dear Senator Hershey and Delegates Jacobs, Arentz and Ghrist:

On behalf of the County Commissioners of Kent County, I am pleased to convey the Board's support to propose a change to the bow hunting setback of 150-yards to 75-yards from an occupied dwelling. Kent County is well known for its prime hunting experience with an abundance of available hunting locations and a haven for game including white-tailed deer. The deer population continues to increase, which results in losses to farmers and homeowners when crops or homesteads are damaged. A decrease in the number of yards from an occupied dwelling would allow more of an opportunity to keep the deer population down.



The Board respectfully requests that our District 36 Delegation support a bill that would allow for a decrease in the bow hunting setback.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Shelley L. Heller", with a long horizontal flourish extending to the right.

Shelley L. Heller
County Administrator

SLH: sw

cc: County Commissioners of Kent County



Bradley Morris, Board Member, Kent Ag Center
2/22/2022
County Commissioners Meeting

Item Summary:

Allocation Letter

ATTACHMENTS:

Description

02.18.22 Bradley Morris, Board Member, Kent Ag Center, Building Allocation

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

February 18, 2022

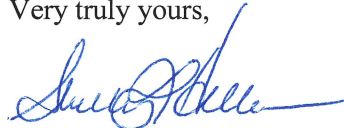
Bradley Morris, Board Member
Kent Ag Center
21349 Tolchester Beach Road
Chestertown, MD 21620

RE: Pavilion Allocation

Dear Mr. Morris:

On behalf of the County Commissioners of Kent County, I am pleased to inform you the Commissioners, at their February 15, 2022 meeting approved an allocation up to \$41,710.00 to complete the pavilion project at the Kent Ag Center. Kindly submit your receipts to the Commissioners' Office for reimbursement.

Very truly yours,

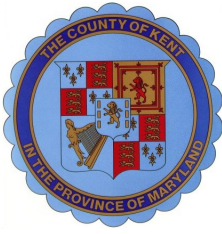


Shelley L. Heller
County Administrator

SLH: sw

cc: County Commissioners of Kent County





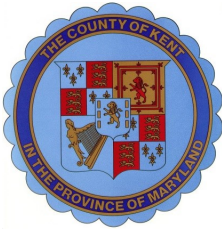
Sondra M. Blackiston, Clerk/KATE Manager
2/22/2022
County Commissioners Meeting

Item Summary:

License Modification Application

ATTACHMENTS:

Description



Procedures for Public Comment 2/22/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

02.22.22 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

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

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

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
February 22, 2022**

NAME (please print)	ADDRESS	TOPIC



Kent County High School Future Farmers of America 2/22/2022 County Commissioners Meeting

Item Summary:

Annual Banquet

ATTACHMENTS:

Description

02.25.22 Future Farmers of America (FFA) Annual Banquet Invitation, Agriculture Education



FFA Invites You!

*Please Join us for
Kent County High School
FFA Banquet*

When:

Friday February 25, 2022 at 6:00pm

Where:

*At Red Acres Hydroponics,
25367 Lambs Meadow Rd,
Worton, MD 21678*

*Join us for a Chicken Dinner and an
Evening of celebrating
Agriculture Education*

*Please RSVP while room last's
by February 15th
at the email:*

***khammer2203@gmail.com**
or text at: 410-708-8944*

© C. Martin



**Harry J. Romano, II, Rail Program and Policy Manager, Rail and
Intermodal Freight Section**

2/22/2022

County Commissioners Meeting

Item Summary:

Worton Railroad Track Safety Project

ATTACHMENTS:

Description

02.22.22, Harry J. Romano, II, Rail Program and Policy Manager, Rail and Intermodal Freight Section,
Worton Track Safety Project

County Commissioners
Office

Date 2-16-22 LLL



Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

James F. Ports, Jr.
Secretary

February 2, 2022

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

Re: Worton Track Safety Project

Dear Property Owner:

The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) has been awarded funding under the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Discretionary Grant program for the rehabilitation of two sections of track within a 1.4-mile segment of the Chestertown Line, located in Kent County, Maryland. The rail line is located adjacent to the property at 25300 Chinquapin Road owned by the County Commissioners of Kent County.

This letter was prepared by MDOT in coordination with the Kent County Office of Planning, Housing, and Zoning to notify adjoining property owners of planned construction activities for the Worton Track Safety Project. The MDOT MTA has completed final design of the improvements, with start of construction anticipated in Spring 2023 and completion by the end of 2023.

The enclosed location map shows the Worton Track Safety Project area limits. The first section of the project, as presented on the map from Milepost 15.25 to Milepost 15.49, will involve replacement of rail, crossties, ballast, installation of ballasted curb, improvements to cross culverts, and ditching to provide better drainage along the curve section. The second section of the project, from Milepost 16.12 to Milepost 16.65, will involve replacement of rail, crossties, ballast, drainage improvements and replacement of a switch serving the Eastman Specialties facility at Worton.

The project will ensure continued safe operation of freight rail service to customers along the Chestertown Line and provide opportunity for development of rail-served business in Kent County. Track rehabilitation and drainage improvements will reduce the likelihood of derailments due to track deterioration.

Construction work is expected to occur Tuesdays through Fridays to permit once-weekly service to shippers at Worton on Mondays. It may be necessary for some construction activities to occur at night or on weekends, however most work is expected to occur during daylight hours.

County Commissioners of Kent County
Page Two

If you have any questions or concerns regarding this matter, please contact me at 410-684-7063 or by email at hromano@mdot.maryland.gov.

Sincerely,



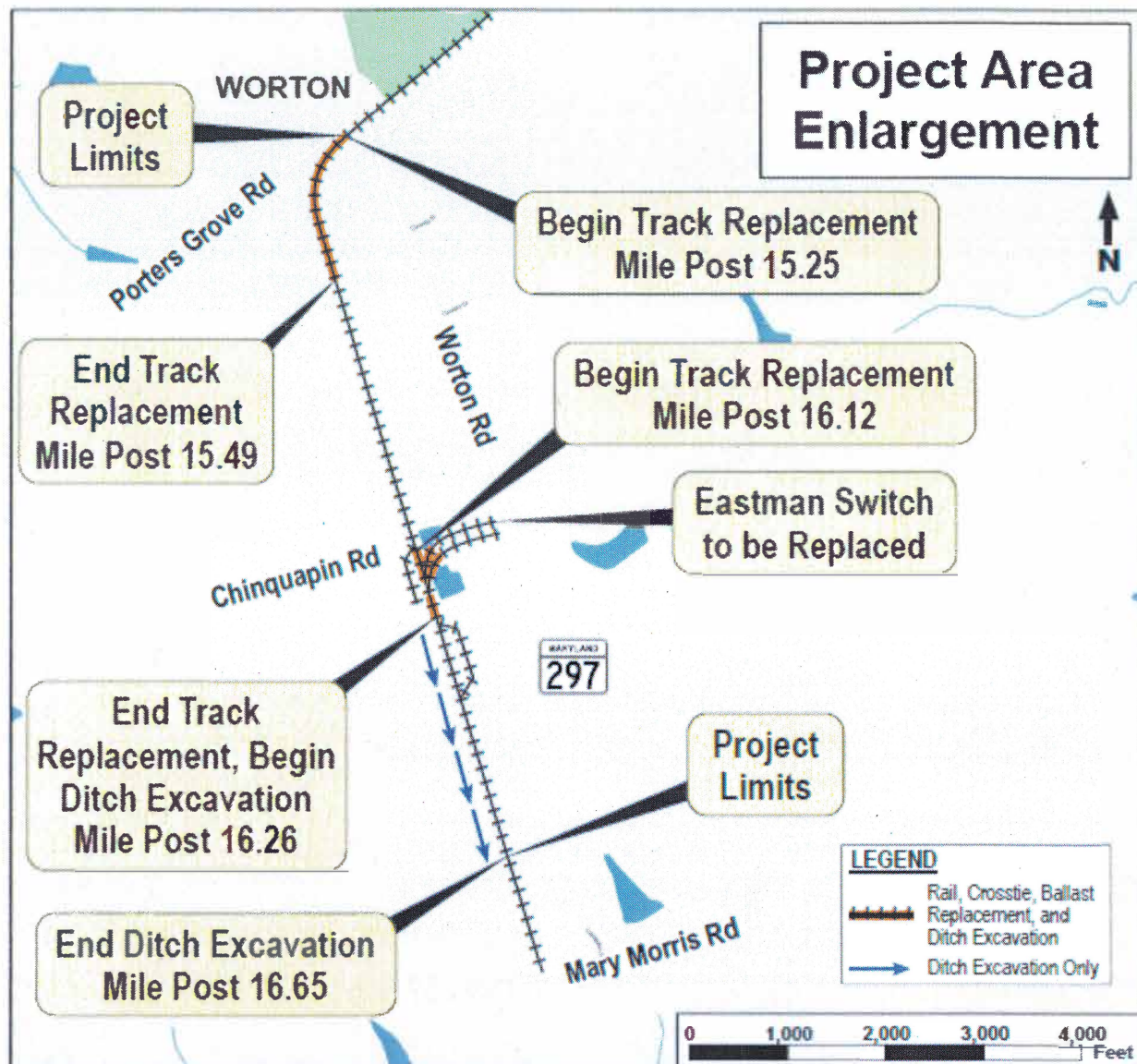
Harry J. Romano II
Rail Program and Policy Manager
Rail and Intermodal Freight Section

Enclosure

- Map of Worton Track Safety Project Area Limits

cc: Ms. Heather Murphy, Director, Office of Planning and Capital Programming, Maryland
Department of Transportation
Ms. Melissa Einhorn, State Legislative Officer, Office of Government Affairs, Maryland
Department of Transportation
Mr. William Mackey, Director of Planning, Housing, and Zoning, Kent County
Government

Attachment:
Worton Track Safety Project Area Limits





Contingency and Use of Fund Balance Report 2/22/2022 County Commissioners Meeting

ATTACHMENTS:

Description

2-15-2022 Commissioner Report Contingency updated

CONTINGENCY					
DATE APPROVED	DEPARTMENT		AMOUNT APPROVED		DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	\$	227,000		Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court		7,131		Replace carpet in Kent County Circuit Court project #BM 22-01
9/28/21	Building and Grounds		32,785		Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02
10/5/21	Planning & Zoning		1,039		Permit fee waiver-Kent Attainable Housing, Inc.
10/12/21	Buildings/Grounds-Court House		40,852		24909 Lambs Meadow Road HVAC split system-Court House
10/26/21	Water and Wastewater Fund		129,600		-
8/3/21	Buildings/Grounds-Court House		24,940		Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)
11/30/21	Kent County Health Department (KCHD)	(227,000)			Asbestos Abatement - Court House, replacement of tiles, Clerk of Courts
12/21/21	Information Technology		29,294		Move funding source to ARPA from Contingency Hiring of staff for vaccination & testing clinic
1/18/22	Legal Counsel		20,000		Replace Uninterrupted Power Supply (UPS)
1/25/22	Social Services		5,500		-
2/15/22	Kent Ag Center, Inc		41,710		Moranec Road Solar Litigation expenses
			-		Lodging at Driftwood Inn to help the homeless during the month of February
			-		Complete Pavilion Project
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
TOTAL			\$ 332,851		
BEGINNING CONTINGENCY BUDGET			\$ 400,000		
ENDING CONTINGENCY BALANCE			\$ 67,149		
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT		AMOUNT APPROVED		DESCRIPTION
6/22/2021	Sheriff's Office	\$	54,776		Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	\$	15,156		Increase FY22 Allocation-PTK positions salary increase
10/19/2021	Human Resources	\$	3,269		Transfer of current employee to HR Specialist
TOTAL			\$ 73,201		
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					