

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

February 9, 2021

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

COVID-19 Update

Bill Webb, Health Officer, Kent County Health Department and Wayne Darrell, Director,
Emergency Services

State of Emergency Update

Public Notices

County Offices Closed, February 15, 2021

Disposal of Real County Property

Correspondence Review

Muriel Cole and Carolyn Sorge, Co-Chairs, Commission on Aging
Thank You Letter

Consent Items

#1 - Regular Session Minutes, February 2, 2021

#2 - Liquor Minutes, February 2, 2021

#3 - Public Hearing Minutes, February 2, 2021

#4 - Closed Session Minutes, February 2, 2021

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing

Patricia Merritt, Chief Finance Officer, Office of Finance

Public Hearing of Emergency Bill No. 3-2021 Homeowners Property Tax Credit
Enhancement

Appointments

Dr. Karen Couch, Superintendent, Kent County Public Schools; Joe Goetz, President,
Francoise Sullivan, Member, Board of Education

Update

Coronavirus Relief Fund

Coronavirus Relief Fund Report

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance

Investment Recommendation

Marty T. Holden, Division Chief - Environmental Operations Division

Fiscal Year 2020 Public Landings Annual Report

Public Works Director

Environmental Operations Public Landings

Bayside Landing Park Electric Service Repairs

County Administrator

Daniel P. McDermott, Executive Director, Upper Shore Investment Board

Request to Appoint Member, Upper Shore Workforce Investment Board

David W. Beugelmans, Esquire, Gordon Feinblatt, LLC

Morgnec Road Solar, LLC Settlement

County Administrator Report

John Hickman, Regional Director, Salisbury University - Eastern Region

Budget Request for FY2022

Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 275 514 750#

Procedures for Public Comment

For Your Information

Maryland Department of Planning, Maryland Historical Trust

Elizabeth Hughes, Director, State Historic Preservation Officer

Andy Fish, Senior Director, Office of Finance Programs

2021 Private Activity Bonds

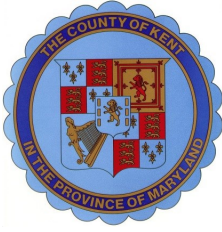
Norman Lazarus, Water Supply Program, Maryland Department of the Environment

Water Appropriation and Use Permit

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.)



**Bill Webb, Health Officer, Kent County Health Department and Wayne
Darrell, Director, Emergency Services
2/9/2021
County Commissioners Meeting**

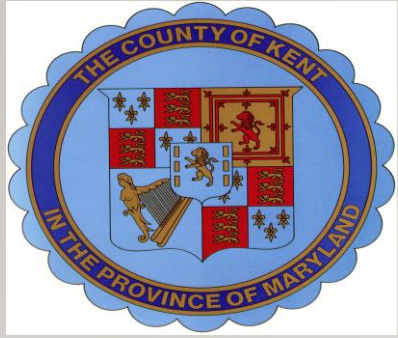
Item Summary:

State of Emergency Update

ATTACHMENTS:

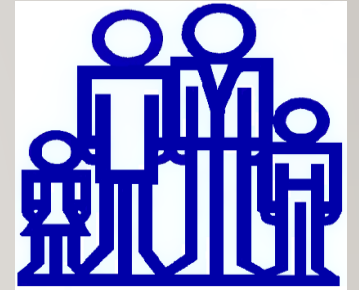
Description

Commissioners COVID-19 Update 2-9-21 (002)



COVID-19 UPDATE

FEBRUARY 9, 2021



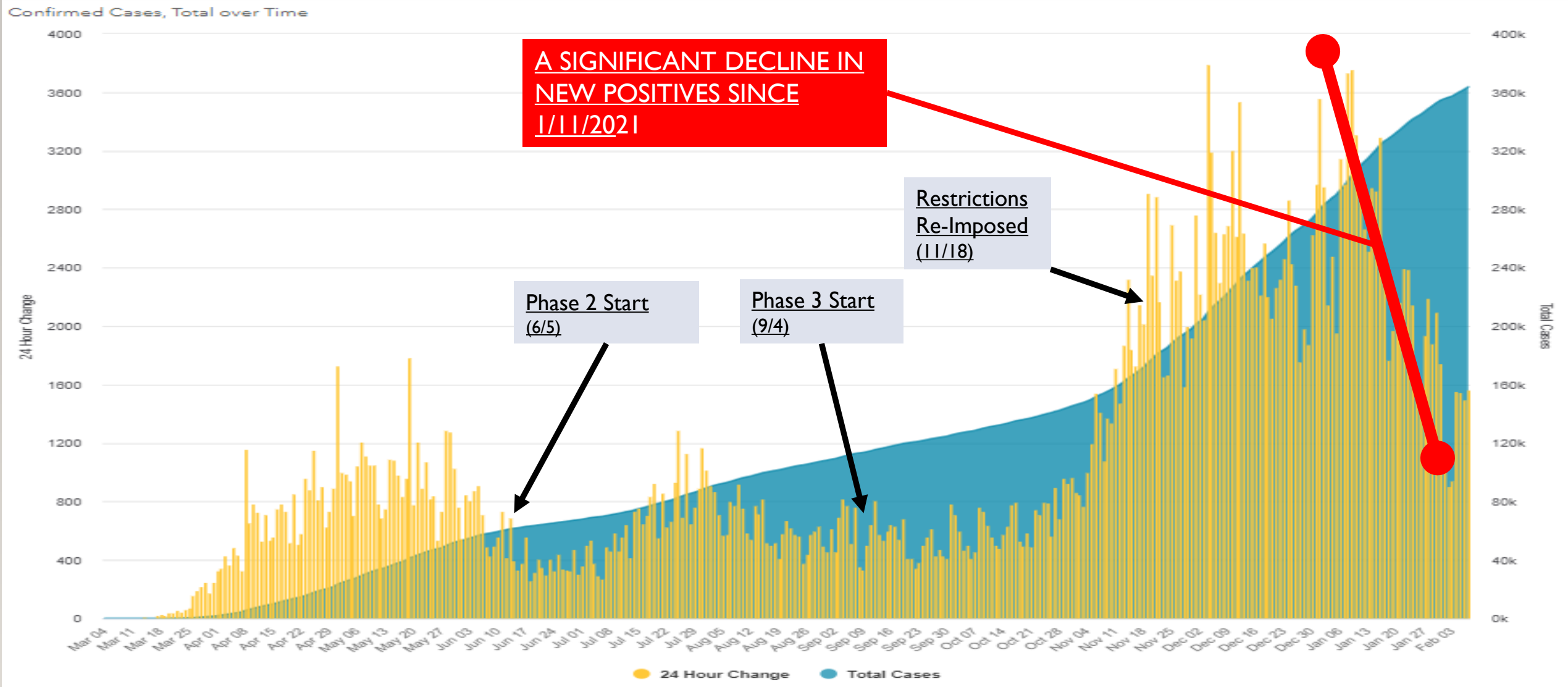
KENT COUNTY HEALTH DEPARTMENT

MR. BILL WEBB MS

HEALTH OFFICER



TOTAL POSITIVE CASES – MARYLAND



HOSPITAL BED UTILIZATION - STATEWIDE

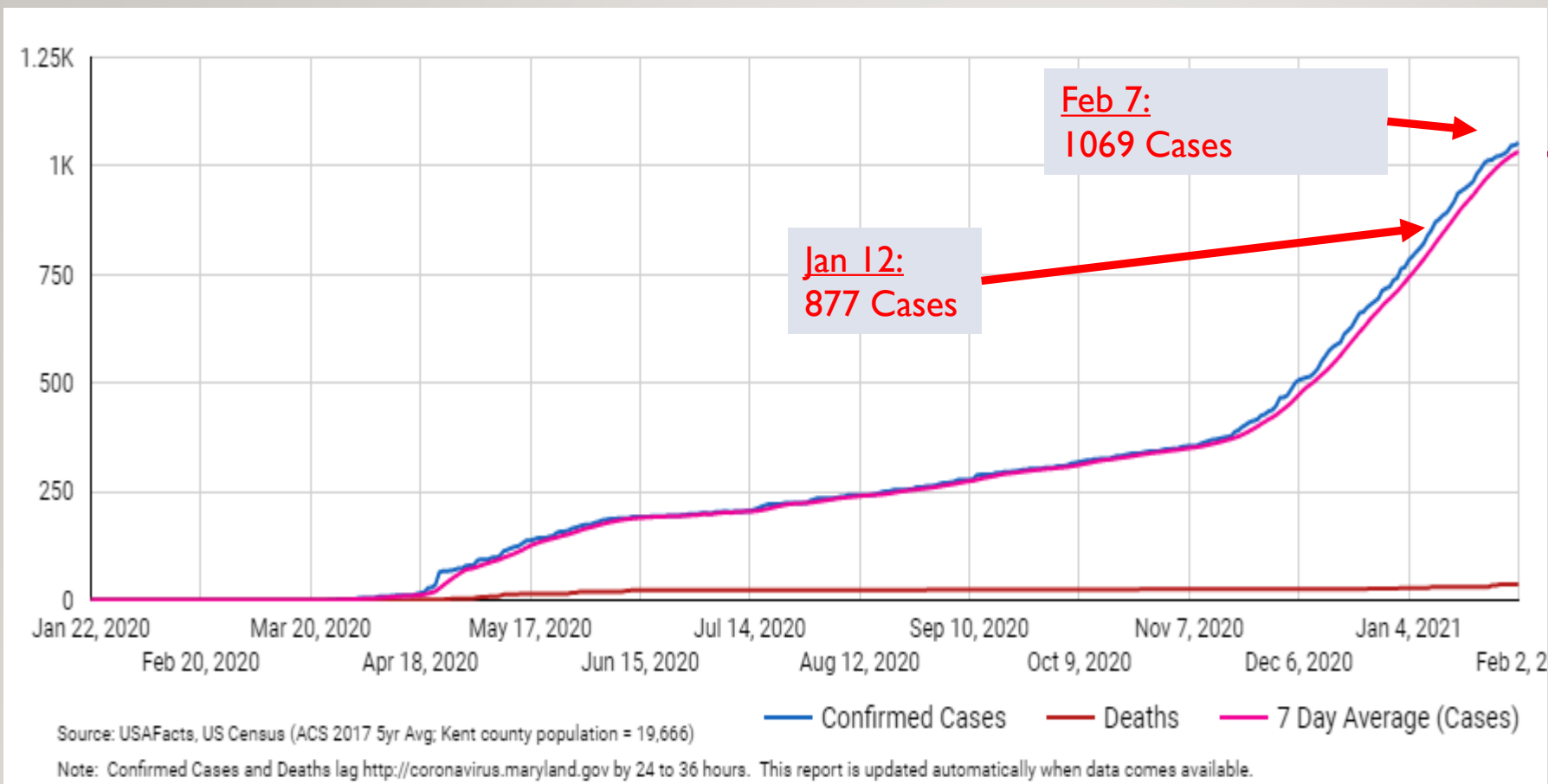
ICU and Acute Hospital Beds for COVID-19, Currently in Use



Graph from MD COVID-19 Data Dashboard
2/7/21

TOTAL POSITIVE CASES – KENT COUNTY 1069

AS OF 2/7/21



SINCE 1/12/21

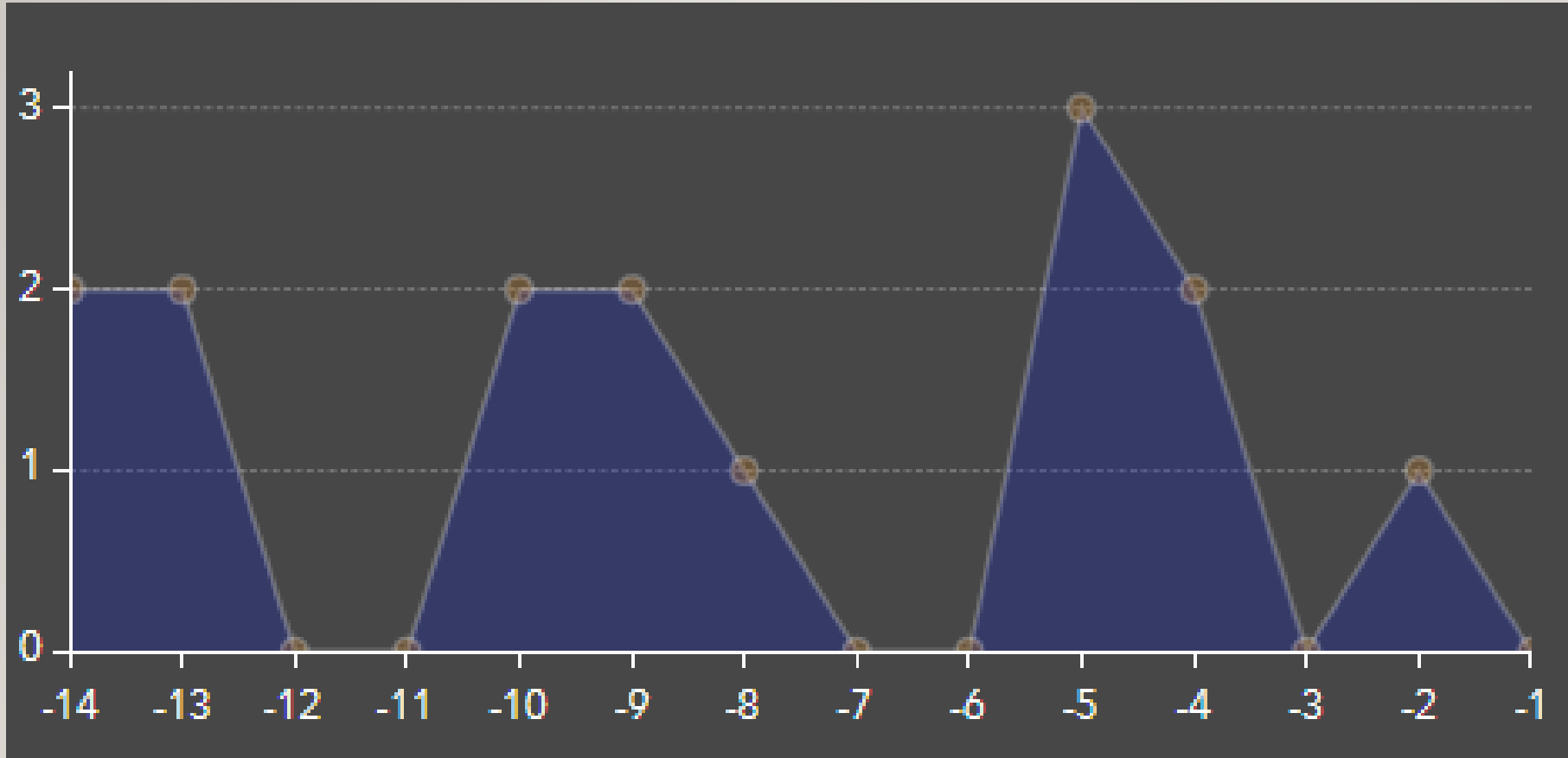
Cases: 192 (43% Reduction)
Deaths: 7 (50 Total)

TOTAL RESOLVED: 1000
(93.5%)

TOTAL ACTIVE CASES: 69
(6.5%)

Graph from ChestertownResponds.com
2/7/21

NUMBER OF NEW CASES IN LAST 14 DAYS – KENT COUNTY

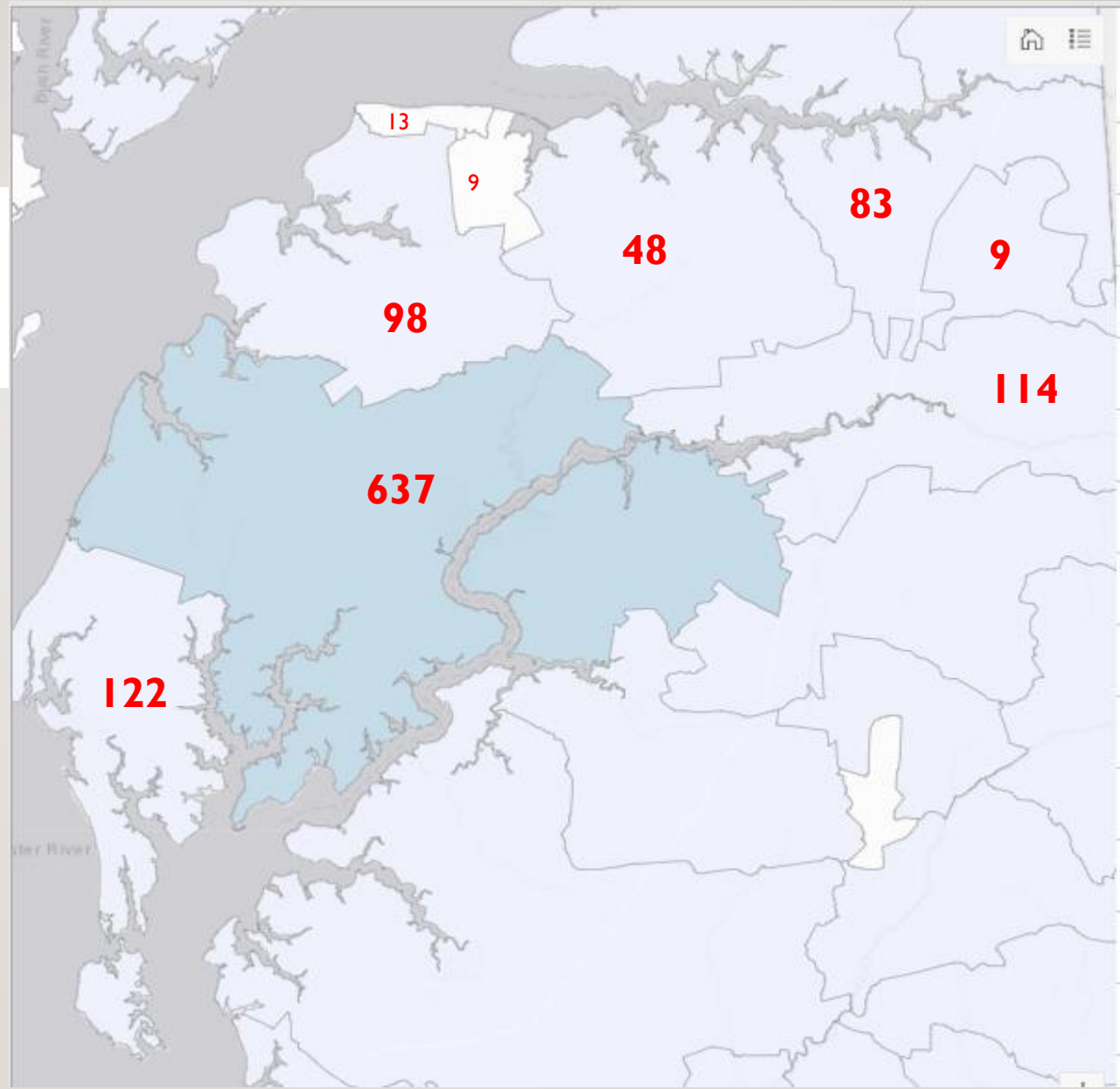


15 New Cases in
the Last 2 Weeks

66 % of All Cases
have occurred
since 11/17

Graph from Johns Hopkins COVID Status Report
2/7/21

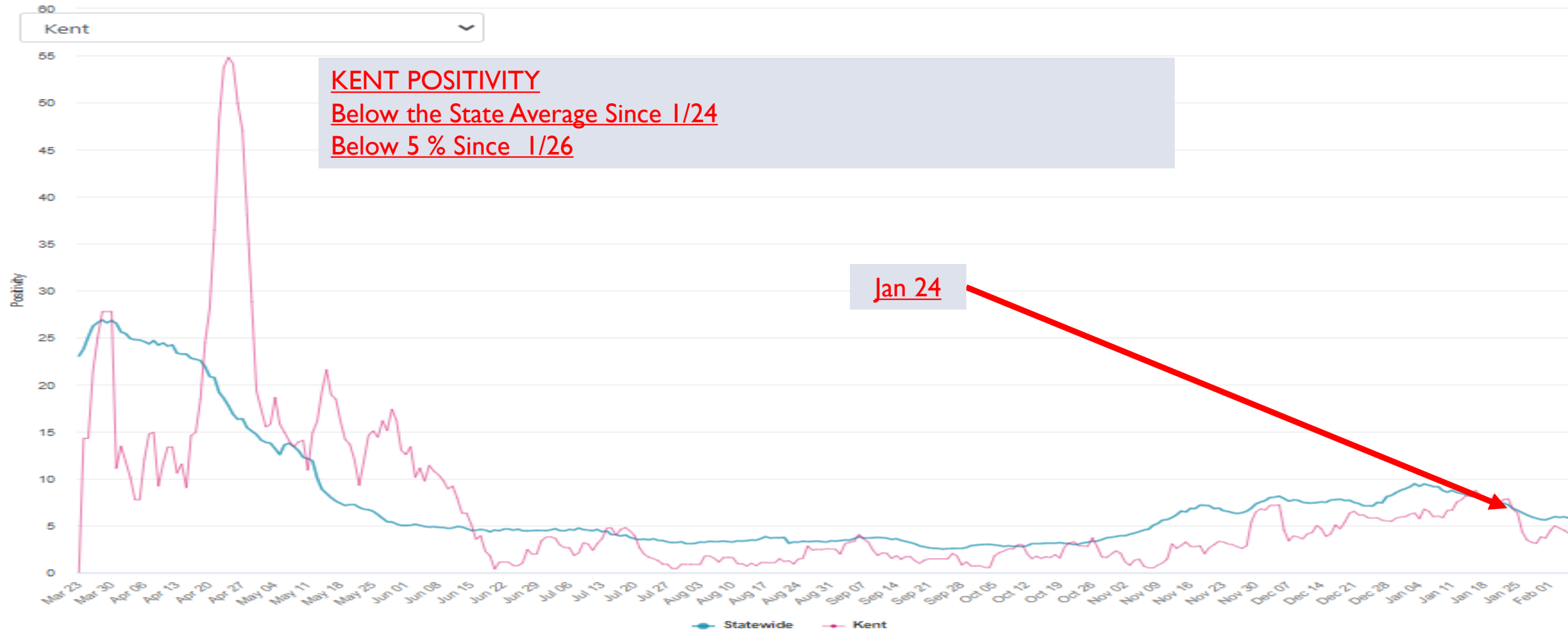
KENT TOTAL CASES BY ZIP CODE



Graphic from MD COVID-19 Data Dashboard
2/7/21

7 DAY POSITIVITY – KENT COUNTY VS. MARYLAND

Positivity % by Jurisdiction - Full Screen View



KENT POSITIVITY

Below the State Average Since 1/24

Below 5 % Since 1/26

Jan 24

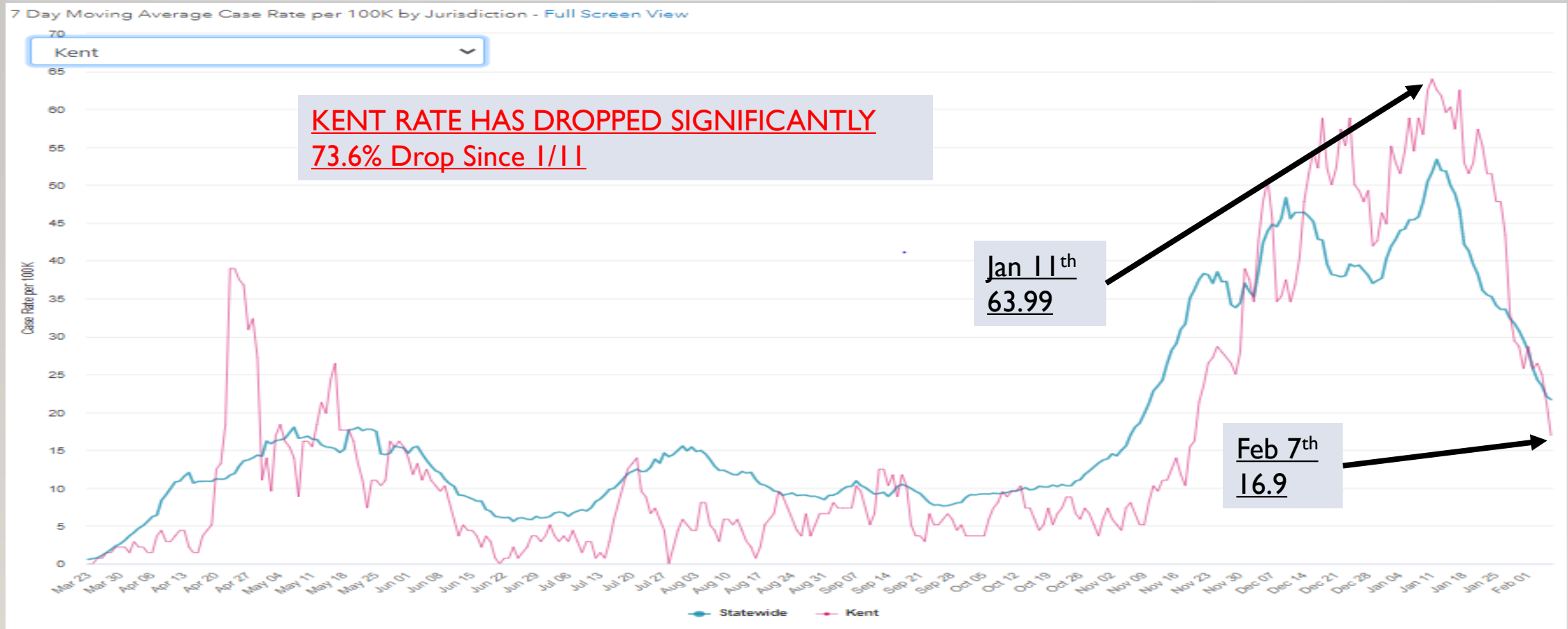
POSITIVITY THRESHOLDS:

- Below 5%: Good
- Between 5% - 10%: Caution
- Above 10%: Danger

Graph from MD COVID-19 Data Dashboard

2/7/21

CASE RATE PER 100K – 7 DAY MOVING AVERAGE KENT COUNTY VS STATE OF MARYLAND



CASE RATE THRESHOLDS:

- Below 5 : Good
- Between 5 – 15 : Caution
- Above 15 : Danger

Graph from MD COVID-19 Data Dashboard
2/7/21

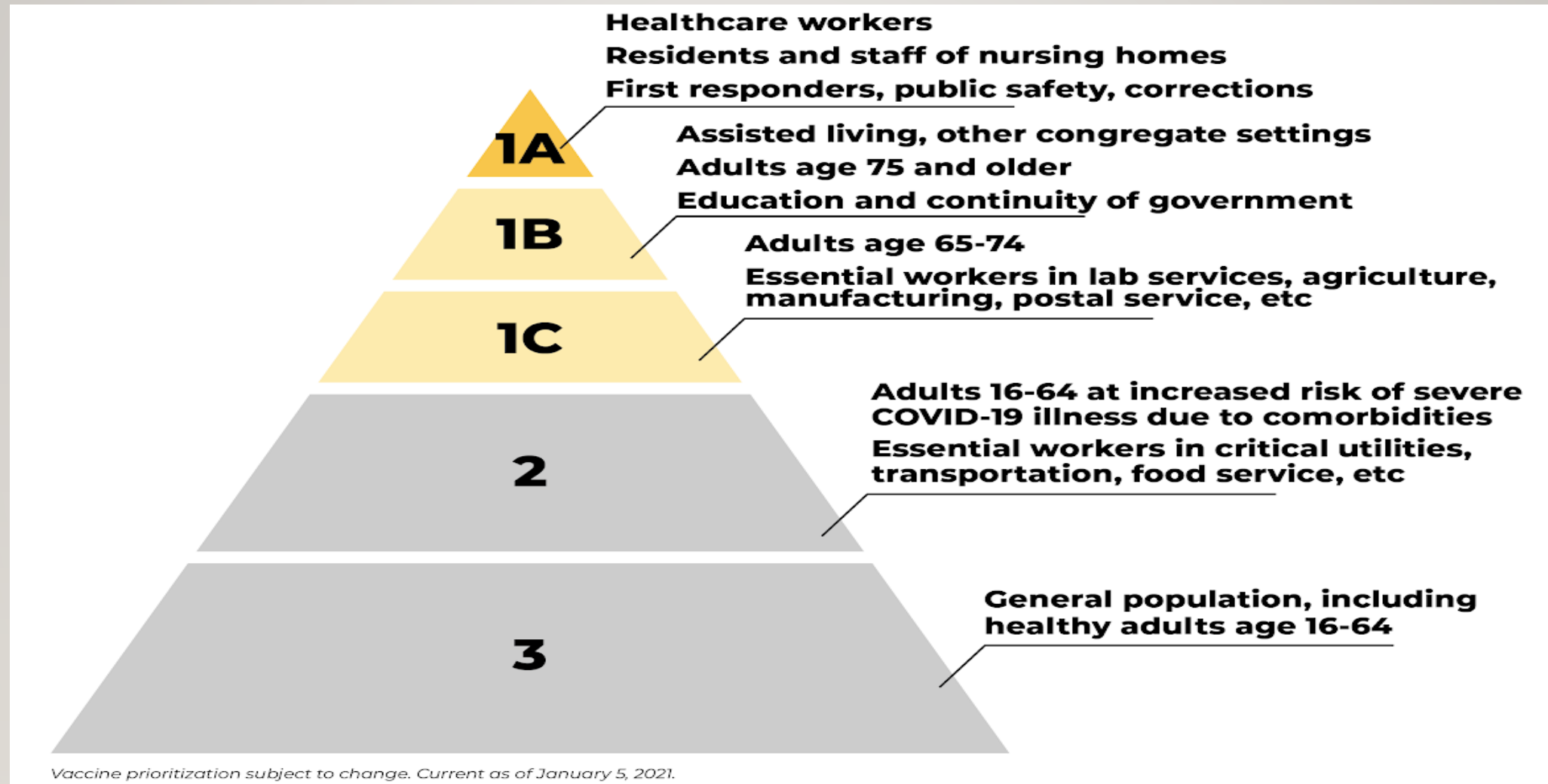
COVID-19 VARIANTS

- UK Variant (B.1.117) Detected in Maryland
- South African Variant (B.1.352) Detected in Maryland
- Brazilian Variant (B.1.1.248) NOT Detected in Maryland
- These appear to have increased rate of transmission
- Pfizer and Moderna vaccines will likely provide some protection

COVID-19 TESTING

- Testing is offered on Tuesdays only from 8:30 AM to 1:00 PM
- Switch from Monday and Thursdays 8:30 AM to 12:00 PM
- Policy Change: Not testing those who have tested positive in last 90 days
- REDUCTION IN HOURS DONE TO PRIORITIZE VACCINATIONS

COVID-19 VACCINE PLAN



COVID-19 VACCINE TIME LINE

- PHASE I
 - (A) Started 12/21/20
 - (B) Started 1/18/21
 - (c) Started 1/25/21
- PHASE 2 - Spring 2021
- PHASE 3 – To Be Determined

- FACTORS THAT IMPACT TIMELINE
 - Vaccine Supply
 - Number of Available Providers – Commercial Pharmacies and Mass Vax Sites Ramping Up Now
 - Adverse weather, or Events beyond the control of Government

COVID-19 VACCINE (CONTINUED)

- Vaccine Providers in Kent County
 - Kent County Health Department
 - University of Maryland Shore Regional Health – Chestertown Hospital
 - CVS / Walgreens onsite with Nursing Homes

KCHD MASS VACCINATION PLAN

- KCHD is moving Vaccination Activity to Kent Community Center this week
- Vaccinations will occur BY APPOINTMENT ONLY.
- Appointments will be available through MarylandVax.org that is linked on The KCHD Webpage (KentHD.org)
- Appointments slots will be posted mid morning on Wednesdays for the following week. Notification about new appointment slots will occur at least 1 day prior.
- Those who do not have a computer can call the Health Dept. Your information will be given to a volunteer who will assist with registration
- KCHD Clinics are restricted to those who live or work in Kent County

VACCINE CHALLENGES

- Very Limited Supply – 300 First Doses Per Week (KCHD Allocation)
 - 100 per week must go to Education sector
 - 50 per week go to Continuity of Government
 - 150 Doses remain for the all the other priority groups
- Online appointment registration system is not user friendly & not equipped for high volumes.
- Appointments will only be opened when vaccine is on hand
 - Likely only one week in advance
- No single Statewide Appointment Registration System exists.

VACCINATION PROGRESS

KENT COUNTY % OF POPULATION VACCINATED

	First Dose	% of Pop	Second Dose	% of Pop
Kent County	2,867	14.8%	621	3.2%
State of Maryland	510,146	8.4%	143,379	2.4%

KCHD COVID-19 VACCINATION SUMMARY BY WEEK

COVID DOSE ALLOCATIONS

Week Number	Start of Week	First Doses	Second Doses	Total Received For Week
Week 1	12/14	0	0	0
Week 2	12/21	100	0	100
Week 3	12/28	600	0	600
Week 4	1/4	400	0	400
Week 5	1/11	400	0	400
Week 6	1/18	100	600	700
Week 7	1/25	300	400	700
Week 8	2/1	300	400	700
Week 9	2/8			
Week 10	2/15			
Week 11	2/22			

COVID DOSES INJECTED

First Dose	Second Dose	Total Doses Injected for week	Future Scheduled Appts
0	0	0	
0	0	0	
252	0	252	
195	0	195	
132	0	132	
189	0	189	
668	231	899	
534	184	718	
		0	1082
		0	55
		0	

	1st Dose	2nd Dose	Total		1st Dose	2nd Dose	Total		Future Appts
CUMULATIVE TOTALS	2200	1400	3600		1970	415	2385		1137

Total Doses Injected + Future Appts **3522**

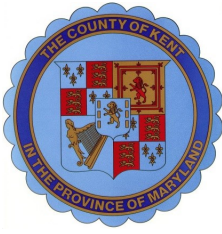
Percentage Injected or Committed **97.83%**

DATA AS OF 2/7/21

ADDITIONAL COVID-19 Information

- KCPS Returned to Hybrid Learning the week of 2/1
- MDH has Announced Vaccination Grant Funding for KCHD
 - \$365,677.00

QUESTIONS?



County Offices Closed, February 15, 2021
2/9/2021
County Commissioners Meeting

ATTACHMENTS:

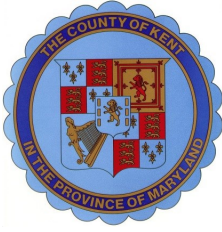
Description

Presidents' Day Notice 2021

PUBLIC NOTICE

All County Offices will be **CLOSED** on **Monday, February 15, 2021**, in observance of Presidents' Day.

PUBLISH: KCN – 02/11/21



Disposal of Real County Property 2/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

02.11.21 Required Public Notice Disposal of Real County Property Portion of a Parcel, Public Landing
Kelleys Park Road

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

REQUIRED PUBLIC NOTICE

DISPOSAL OF REAL COUNTY PROPERTY

The County Commissioners of Kent County, Maryland, do hereby provide the required public notice pursuant to the Maryland Annotated Code, Local Government Article §10.312 that a portion of a 0.40-acre parcel of a Kent County Public Landing is no longer needed for public use, and that the County intends to sell the property, which is more fully described below.

Premises address:	Kelleys Park Road, Rock Hall, MD 21661
Approximate land area:	2,054 square feet of waterfront property PART OF Parcel 240 on Grid 1C of Tax Map 55
Compensation:	\$8,000.00 plus up to \$1,200.00 for engineering costs for a living shoreline grant submitted by the purchaser
Transaction costs:	Purchaser to pay all costs of transaction
Name of Purchaser:	William R. Ashmore and Valerie L. Ashmore

A complete copy of the meeting minutes regarding the acceptance of the purchaser's offer is available on the County's website at kentcounty.com/commissioners/meeting-agenda or by calling 410-778-4600.

By order of:

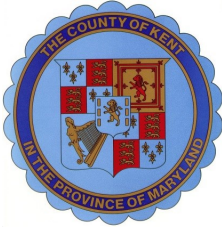
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 02/11/21, 02/18/21, 02/25/21





**Muriel Cole and Carolyn Sorge, Co-Chairs, Commission on Aging
2/9/2021
County Commissioners Meeting**

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

02.09.21 Muriel Cole and Carolyn Sorge, Co-Chairs, Commission on Aging, Extraordinary Job of Kent County Health Department

**400 High St.
Chestertown, MD 21620**

February 2, 2021

Kent County Commissioners
400 High St.
Chestertown, MD 21620

Dear Commissioners:

The Commission on Aging would like to acknowledge the extraordinary job being done by the Kent County Health Department in organizing and carrying out vaccine clinics in Chestertown, Rock Hall, and Galena. The employees have maintained a cheerful, "can-do" attitude despite the lack of guidance from the State, inconsistent information, and unexpected weather events.

We especially want to thank Charlene Perry for her patience and tireless efforts to arrange for inoculations of vulnerable seniors. She has organized and trained a group of volunteers to assist, which has enabled those without Internet access to obtain appointments outside of publicly posted hours and has significantly reduced their anxieties. We truly believe that this level of dedication and initiative has saved lives.

Please pass along our thanks to the Health Department.

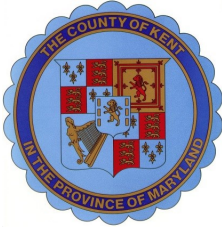
We appreciate the County's continued support for seniors and for sharing our interest in healthy aging.

:

Sincerely,

Muriel Cole
Co-Chair

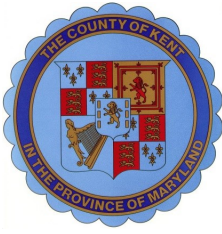
Carolyn Sorge
Co-Chair



**#1 - Regular Session Minutes, February 2, 2021
2/9/2021
County Commissioners Meeting**

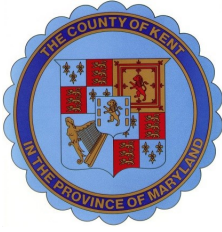
ATTACHMENTS:

Description



**#2 - Liquor Minutes, February 2, 2021
2/9/2021
County Commissioners Meeting**

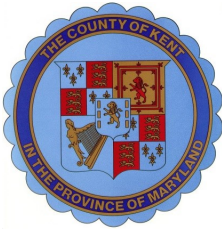
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, February 2, 2021
2/9/2021
County Commissioners Meeting**

ATTACHMENTS:

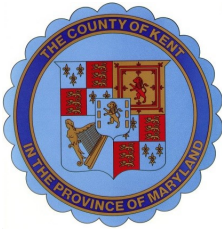
Description



**#4 - Closed Session Minutes, February 2, 2021
2/9/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



Thomas N. Yeager, County Attorney
2/9/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Testifying during State of Emergencies

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

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

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at <https://www.kentcounty.com/government>. Hearings are open to the public, and public comment is encouraged.

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

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

Live call-in comments will be taken first and in the order in which they were received. The County Clerk will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. The Clerk will also ask to have the caller unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken. We ask that you please be patient with this process as it is different for all of us.

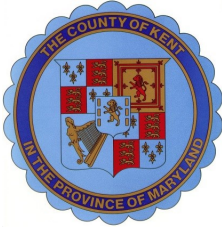
Written comments will be accepted until Friday, February 12, 2021 at 12:00 p.m. by the following methods:

By email:

kentcounty@kentgov.org

By letter:

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



Patricia Merritt, Chief Finance Officer, Office of Finance
2/9/2021
County Commissioners Meeting

Item Summary:

Public Hearing of Emergency Bill No. 3-2021 Homeowners Property Tax Credit Enhancement

ATTACHMENTS:

Description

Emergency Bill No. 3-2021 Homeowners Property Tax Credit Enhancement Public Hearing Notice

Emergency Bill No. 3-2021 Homeowners Property Tax Credit Enhancement

§ 152-6. Supplement to Homeowners Property Tax Credit (Current)

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.
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www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

February 2, 2021
Legislative Session Day

Legislative Session Day
February 2, 2021

EMERGENCY BILL NO. 3-2021

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

AN ACT to amend Chapter 152 Taxation of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to enhance the local supplement to the State Homeowners Property Tax Credit by changing the eligibility requirement of a combined annual income of \$30,000 to \$35,000 or less.

A public hearing will be held on February 9, 2021, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. In response to the State of Emergency, and in lieu of public appearance, the meeting will be held remotely, via video teleconference and viewable on the County website at www.kentcounty.com/government. Hearings are open to the public and written comments will be accepted until noon on February 12, 2021.

Public comments can be submitted prior to the hearing by the following methods: email kentcounty@kentgov.org, letters sent to The County Commissioners of Kent County, 400 High Street, Chestertown, MD 21620, and by phone during public comment using the call-in option 1-872-239-8359 Conference ID 275 514 750 then press #.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 2/4/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**February 2, 2021
Legislative Session Day**

**Legislative Session Day
February 2, 2021**

EMERGENCY BILL NO. 3-2021

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

AN ACT to amend Chapter 152 Taxation of the Code of Public Local Laws of Kent County, Maryland. The purpose of this amendment is to enhance the local supplement to the State Homeowners Property Tax Credit by changing the eligibility requirement of a combined annual income of \$30,000 to \$35,000 or less.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, February 2, 2021, ordered posted and public hearing scheduled on February 9, 2021, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on February 9, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on February 16, 2021, a legislative session day.

A BILL ENTITLED

**EMERGENCY BILL NO. 3-2021 HOMEOWNERS PROPERTY TAX CREDIT
ENHANCEMENT**

**SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND that Chapter 152 Taxation, Article I Collection of Taxes,
is hereby amended as follows:**

**Article I
Collection of Taxes**

§ 152-6 Supplement to Homeowners Property Tax Credit Program.

- A. Definitions. In this section, the following words have the meanings indicated:

COMBINED INCOME - Has the meaning stated in the Tax-Property Article, § 9-104(a), of the Annotated Code of the State of Maryland (the "State Code").

DWELLING - Has the meaning stated in the Tax-Property Article § 9-104(a), of the State Code.

HOMEOWNER - Has the meaning stated in the Tax-Property Article § 9-104(a), of the State Code.

HOMEOWNERS PROPERTY TAX CREDIT PROGRAM - The program established under the Tax-Property Article, § 9-104, of the State Code.

TOTAL REAL PROPERTY TAX - Has the meaning stated in the Tax-Property Article, § 9-104(a), of the State Code.

- B. Creation. There is a local supplement to the Homeowners Property Tax Credit Program for dwellings in the County as authorized by the Tax-Property Article, § 9-215, of the State Code.
- C. Calculation. The local supplement to the Homeowners Property Tax Credit Program is the difference between the amount of the property tax credit as calculated under the Tax-Property Article, § 9-104(g), of the State Code and the amount of the total real property tax on a dwelling.
- D. Eligibility for enhanced local supplement. To be eligible for the supplement, a homeowner must be eligible for the State Homeowners Property Tax Credit Program and, as of the end of the calendar year preceding the taxable year for which the enhanced local supplement is sought, must be at least 60 years of age, and have a combined annual income of ~~\$30,000~~ **\$35,000** or less.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, THAT THIS BILL, HAVING BEEN DECLARED AN EMERGENCY BILL, SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

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

§ 152-6. Supplement to Homeowners Property Tax Credit Program. [Added 5-6-2008 by Bill No. 1-2008]

- A. Definitions. In this section, the following words have the meanings indicated:

COMBINED INCOME — Has the meaning stated in the Tax-Property Article, § 9-104(a), of the Annotated Code of the State of Maryland (the "State Code").

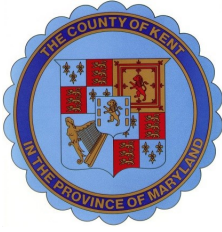
DWELLING — Has the meaning stated in the Tax-Property Article, § 9-104(a), of the State Code.

HOMEOWNER — Has the meaning stated in the Tax-Property Article, § 9-104(a), of the State Code.

HOMEOWNERS PROPERTY TAX CREDIT PROGRAM — The program established under the Tax-Property Article, § 9-104, of the State Code.

TOTAL REAL PROPERTY TAX — Has the meaning stated in the Tax-Property Article, § 9-104(a), of the State Code.

- B. Creation. There is a local supplement to the Homeowners Property Tax Credit Program for dwellings in the County as authorized by the Tax-Property Article, § 9-215, of the State Code.
- C. Calculation. The local supplement to the Homeowners Property Tax Credit Program is the difference between the amount of the property tax credit as calculated under the Tax-Property Article, § 9-104(g), of the State Code and the amount of the total real property tax on a dwelling.
- D. Eligibility for enhanced local supplement. To be eligible for the supplement, a homeowner must be eligible for the State Homeowners Property Tax Credit Program and, as of the end of the calendar year preceding the taxable year for which the enhanced local supplement is sought, must be at least 60 years of age, and have a combined annual income of \$30,000 or less.
[Amended 10-6-2015 by Bill No. 4-2015]

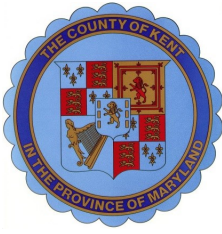


**Dr. Karen Couch, Superintendent, Kent County Public Schools; Joe
Goetz, President, Francoise Sullivan, Member, Board of Education
2/9/2021**

County Commissioners Meeting

Item Summary:

Update



Coronavirus Relief Fund Report 2/9/2021 County Commissioners Meeting

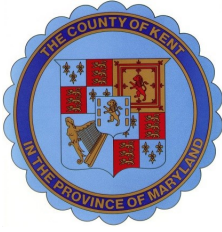
ATTACHMENTS:

Description

02.09.21 - Feb 2 CRF Spend Report

CORONA VIRUS RELIEF FUND (CRF) - SPEND PLAN
AS OF COMMISSIONERS MEETING MINUTES DATED
February 2, 2021

<u>DEPARTMENT/AGENCY/MUNICIPALITY</u>	<u>AMOUNTS APPROVED</u>	<u>ACTUAL SPENT</u>	<u>BALANCE REMAINING</u>
COUNTY	316,389	316,389	-
Building Modifications Necessitated by COVID-19			
Finance	3,970	3,970	-
Planning	8,370	8,370	-
400 High Street	2,116	2,116	-
Community Center	31,700	31,700	-
Tourism/Economic Development	3,745	3,745	-
State's Attorney	11,840	11,840	-
Courthouse	11,115	11,115	-
Millington Pool	4,720	4,720	-
Public Works -swipe cards	6,785	6,785	-
Library	15,000	15,000	-
Supplies/services for teleworking, remote meetings, education, misc	217,028	217,028	-
MUNICIPALITIES	69,890	69,890	-
Town of Betterton	6,953	6,953	-
Town of Chestertown	5,280	5,280	-
Town of Galena	32,251	32,251	-
Town of Millington	7,310	7,310	-
Town of Rock Hall	18,096	18,096	-
Board of Elections	8,768	8,768	-
Absentee ballots, security, staffing, IT, misc	8	8	-
Building Modifications Necessitated by COVID-19	8,760	8,760	-
Human Services	298,831	264,609	34,222
Food Operations - Community Mediation Upper Shore	131,955	99,878	32,077
Food Operations - Maryland Food Bank	14,000	14,000	-
Food Operations - Feed the Elderly	7,300	7,300	-
Food Operations - Social Action Committee for Racial Justice	48,795	48,794	1
Food Pantry - Refrigerators	15,000	15,000	-
Mobile Pantry-Maryland Food Bank	2,000	-	2,000
Mobile Pantry-Consultant	15,000	15,000	-
Kent Center - Food & Web Cams	14,781	14,637	144
Rental Assistance - MRDC	50,000	50,000	-
Broadband Initiatives	356,000	356,000	-
Expand broadband services in Golts area	313,000	313,000	-
Expand broadband services along Georgetown Rd	43,000	43,000	-
Expand broadband - EBS Radio Equipment	-	-	-
Economic Development	600,378	596,619	3,759
Business Advisor Consultant	40,800	40,800	-
Business Relief Grant - Sanitization	11,879	8,120	3,759
Restaurant Relief Grant	103,435	103,435	-
Business Stimulus Grant	154,000	154,000	-
COVID-19 Modification Grants (Health Dept reimb 30K)	68,037	68,037	-
Kent County CARES for Growth Grants	222,227	222,227	-
Message Board	10,686	10,686	-
Isolation Cell	3,552	3,552	-
Department of Social Services Laptops	30,000	30,000	-
Unassigned	-	-	-
Total	1,694,494	1,656,513	37,981



Patricia Merritt, Chief Finance Officer, Office of Finance
2/9/2021
County Commissioners Meeting

Item Summary:

Investment Recommendation

ATTACHMENTS:

Description

Summary of Investment Bids

Shore United Bank Investment Proposal

ICS Deposit Placement Agreement

Investment Bid Summary

February 2021 through August 2021

	<u>Rate Type</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Penalty</u>
3 month Options				
Shore United Bank - Insured Cash Sweep Money Market Account	Fixed	6,000,000	0.30%	None
Maryland Local Government Investment Pool	Variable	5,000,000	0.07%	None
Chesapeake Bank & Trust	no bid received			
PNC Bank	no bid received			
BB&T	no bid received			
The Peoples Bank	no bid received			
6 month Options				
Shore United Bank - Insured Cash Sweep Money Market Account	Fixed	2,000,000	0.30%	None
Maryland Local Government Investment Pool	Variable	2,000,000	0.70%	None
Chesapeake Bank & Trust	no bid received			
PNC Bank	no bid received			
BB&T	no bid received			
The Peoples Bank	no bid received			



January 13, 2021

Kent County Office of Finance

400 High Street
Chestertown, MD 21620
Attn: Ashley Albia

Dear Ms. Albia,

Thank you for the opportunity to submit a proposal for investments for the County Commissioners of Kent County. Shore United Bank has the resources and capabilities to invest the County's funds in a manner that complies with investment requirements for public funds, provides security, liquidity, and a competitive return while also simplifying regulatory documentation and supporting the local economy. We have appreciated the opportunity to serve the County Commissioners of Kent County through general obligation bonds and prior investments and hope to continue and expand this relationship in the future.

As the largest independent financial services company headquartered on the Delmarva Peninsula, we offer a variety of banking and wealth management services to families and businesses in our markets. The Bank's footprint includes operations in three states, with twenty-two branch locations and two Loan Production Offices in nine Maryland counties, two Delaware counties, and one Virginia county.

We pride ourselves on our commitment to the markets we serve, and Kent County is no exception. From donations and sponsorships to volunteer hours and lending, we are invested in your community. Our Chestertown branch is conveniently located at 899 Washington Avenue to serve the needs of our community and customers through personalized, prompt, and professional services. We believe a partnership between Shore United Bank and the County Commissioners of Kent County would be a win-win for the communities we both serve.

Please see the attached documents for our proposal for the investment opportunities. If you have any questions, please don't hesitate to contact us. We sincerely appreciate this opportunity.

Sincerely,

A handwritten signature in black ink that reads "Abby Graves". The signature is fluid and cursive, with the first name "Abby" and last name "Graves" clearly legible.

Abby Graves
Municipal Relationship Manager



**Proposal for the County Commissioners of Kent County, a Maryland Political Subdivision
January 13, 2021**

Option A

Investment Instrument:

Insured Cash Sweep (ICS) Money Market Account

Interest Rate:

\$6,000,000 for three months at .30%

\$2,000,000 for six months at .30%

Estimated Balances:

\$6,000,000 for three months: \$6,004,439

\$2,000,000 for six months: \$2,002,994

Total estimated earnings for both investments: \$7,433

Terms of the Investment:

The balance of both investments, \$8,000,000 can be placed in one or more ICS accounts and withdrawn as needed throughout the six-month period. Six withdrawals are permitted per month in an ICS Money Market Account.

You may terminate the custodial relationship between Kent County and Shore United Bank at any time. Please reference the enclosed ICS Deposit Placement Agreement and ICS Overview sheet for more detailed information, terms, and conditions.

Penalties for Early Withdrawal:

None



Option B:

We believe we can provide the most value to Kent County and its residents by serving as your primary bank. Here's a general overview of our approach to your full relationship and our offer on the proposed investment, including the operating account:

Account Structure & Investment Instrument:

Commercial Analysis Account with Insured Cash Sweep (ICS) Demand Deposit Account

Accounts at Shore United Bank can be structured in a variety of ways. For municipal accounts, we recommend one or more Commercial Analysis Checking accounts that sweep into one or more Insured Cash Sweep accounts. The Commercial Analysis account allows you to offset activity charges with an earnings credit and all excess balances are swept into ICS to earn interest and receive multi-million dollar FDIC insurance protection.

Commercial Analysis Checking

Offered with all Shore United Bank checking accounts at no cost is online banking, mobile banking with mobile check deposit, eStatements, internal transfers, ATM cards, Allpoint ATM access (over 55,000 ATMs worldwide) and telephone banking. Charge backs, wires, stop payments, ACH origination, remote deposit capture, and other services can be offset with the earnings credit in Commercial Analysis. Our earnings credit rate is currently .50%.

Insured Cash Sweep Demand Deposit Account

Interest rate: .40% for the investments outlined in this RFP (\$6,000,000 for three months and \$2,000,000 for six months); .30% on unlimited additional balances

Estimated balances:

\$6,000,000 for three months at .40%: \$6,005,920

\$2,000,000 for six months at .40%: \$2,003,993

\$5,000,000 for six months at .30%: \$5,007,485

Total estimated earnings after six months: \$17,398

Terms of the Investment:

The interest rate will be renegotiated every six months based on the rate environment and the depth of the banking relationship. Multiple ICS accounts can be maintained to keep funds separate, as needed. The ICS Demand Deposit Account provides immediate access to funds and unlimited transactions.



You may terminate the custodial relationship between Kent County and Shore United Bank at any time. Please reference the enclosed ICS Deposit Placement Agreement and ICS Overview sheet for more detailed information, terms, and conditions.

Penalties for Early Withdrawal:

None

Our Commitment to You

While this structure has been successful for many local municipalities, it can be customized to meet the specific needs of Kent County. For all accounts and services established, our staff will be available to assist you through every step. We are committed to providing excellent, timely customer service and continuously improving our offerings to meet your needs and exceed expectations.



Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with Shore United Bank ("we" or "us"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. ICS Service and Deposit Accounts

1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. Depositor Control Panel

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-WaySM, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. *Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. *Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: Shore United Bank

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as need.)

APPENDIX A TO ICS DEPOSIT PLACEMENT AGREEMENT

Deposit Accounts

1. Account Types

(a) We offer both the ICS demand option and the ICS savings option. With the ICS demand option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA"). With the ICS savings option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account ("MMDA").

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may establish different Interest Rates for your use of the ICS demand option and the ICS savings option.

2. Program Withdrawal Limit

(a) With the ICS demand option, there is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

(b) With the ICS savings option:

(i) There is no per-month limit on the number of permitted Program Deposits.

(ii) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account used with the ICS savings option. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(iii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iv) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(v) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(vi) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

3. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Section 4 of this Appendix A, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3(b) of this Appendix A (a "*Reallocation Instruction*").

(b) If you give us a Reallocation Instruction, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 3(b) or Section 3(c) of this Appendix A, no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

4. Reallocation Instruction

☒

If you check this box, you are giving us a Reallocation Instruction as defined in Section 3(a) of this Appendix A.

☐

If you check this box, you are not giving us a Reallocation Instruction.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) For the ICS demand option, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(b) For the ICS savings option, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

	☐ AM ☐ PM	☐ Eastern ☐ Central ☐ Mountain ☐ Pacific
(insert time)	(check AM or PM)	(check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Sweep Threshold. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Sweep Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Sweep Threshold.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☒

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____



Safety. Return. Freedom.

Through ICS[®], the Insured Cash Sweep[®] service, many public depositors can access multi-million-dollar FDIC insurance on funds placed into demand deposit accounts (using the ICS demand option), money market deposit accounts (using the ICS savings option), or both.



Through the ICS service, you can:

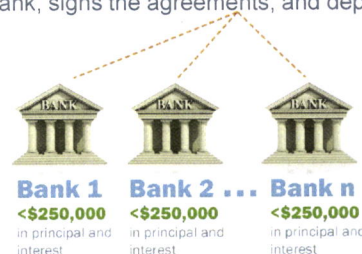
- **Enjoy peace of mind**
ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.
- **Earn interest**
Put excess cash balances to work in demand deposit accounts, money market deposit accounts, or both.
- **Save time**
By providing access to FDIC insurance through a single bank relationship, ICS can help your public unit comply with investment policy mandates.
- **Access funds**
Enjoy unlimited program withdrawals using the ICS demand option or up to six program withdrawals per month using the ICS savings option.
- **Support your community**
Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.¹

How does ICS work?

Work directly with just us—an institution you already know and trust—to access coverage from many, receive just one regular statement, and know that your confidential information remains protected.



Your public unit has or sets up a transaction account with our bank, signs the agreements, and deposits funds.²



Deposits are sent to deposit accounts at other member institutions in amounts under the standard FDIC insurance maximum of \$250,000.³

Simply put, with ICS, you can have it all.

Contact us today!



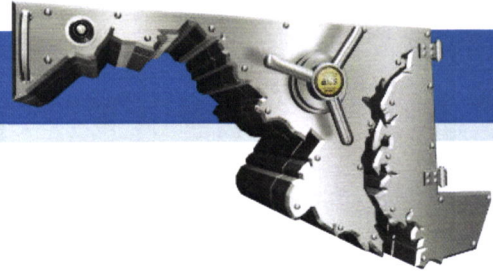
Member
FDIC

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the ICS Network, the relationship institution can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. In certain states, and with a depositor's consent, the relationship institution may choose to receive fee income instead of deposits from other Network members. Under these circumstances, deposited funds would not be available for local lending.

[2] If a depositor chooses both the savings and demand options, it will need to have a separate transaction account for each.

[3] Based on triggering events as set forth in the ICS Deposit Placement Agreement the depositor enters into with the relationship institution. Funds are sent to money market deposit accounts when using the ICS savings option and to demand deposit accounts when using the ICS demand option.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.



Using ICS® for Public Funds

In the State of Maryland

LOCAL GOVERNMENT
DIVISION IV. LOCAL FINANCE
TITLE 17. INVESTMENT BY LOCAL GOVERNMENT
SUBTITLE 1. IN GENERAL

§ 17-101. Investment or deposit of surplus money by counties, municipalities, and other entities

* * *

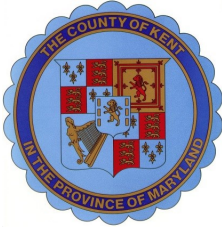
(b) Scope of section. -- This section applies to the following governmental entities:

- (1) the governing body of each **county**;
- (2) the governing body of each **municipality**;
- (3) each **county board of education**, including the Baltimore City Board of School Commissioners;
- (4) each **road, drainage, improvement, construction, or soil conservation district or commission**;
- (5) the **Upper Potomac River Commission**; and
- (6) **any other political subdivision or body politic and corporate of the State.**

* * *

(f) Exception for deposits in State financial institutions -- Deposit placement program. -- A governmental entity or its authorized agent may deposit unexpended money in a federally insured bank or federally insured savings and loan association without the security required under subsection (d) of this section if:

- (1) the money is initially placed for deposit with a State financial institution chosen by the depositor to arrange for the redeposit of the money through a deposit placement program that meets the requirements under this subsection;
- (2) on or after the date that the money of the governmental entity is received, the State financial institution:
 - (i) arranges for the redeposit of the money into one or more deposit accounts, each in an amount of not more than the applicable Federal Deposit Insurance Corporation maximum insurance coverage limit, in one or more federally insured banks or federally insured savings and loan associations for the account of the depositor; and
 - (ii) acts as custodian for the depositor with respect to the money deposited into the accounts;
- (3) any money of a governmental entity deposited into a State financial institution in accordance with this subsection and held by that State financial institution at the close of a business day that is in excess of the amount insured by the Federal Deposit Insurance Corporation is secured in accordance with this title;
- (4) the full amount of the money of the governmental entity redeposited by the State financial institution into deposit accounts in federally insured banks or federally insured savings and loan associations under this subsection is insured by the Federal Deposit Insurance Corporation; and
- (5) on the same date that the money of the governmental entity is redeposited under this subsection, the State financial institution receives an amount of deposits from customers of other banks or savings and loans in accordance with the deposit placement program that is at least equal to the amount of the money of the governmental entity redeposited by the State financial institution.



Marty T. Holden, Division Chief - Environmental Operations Division
2/9/2021
County Commissioners Meeting

ATTACHMENTS:

Description

FY2020 Public Landings Annual Report



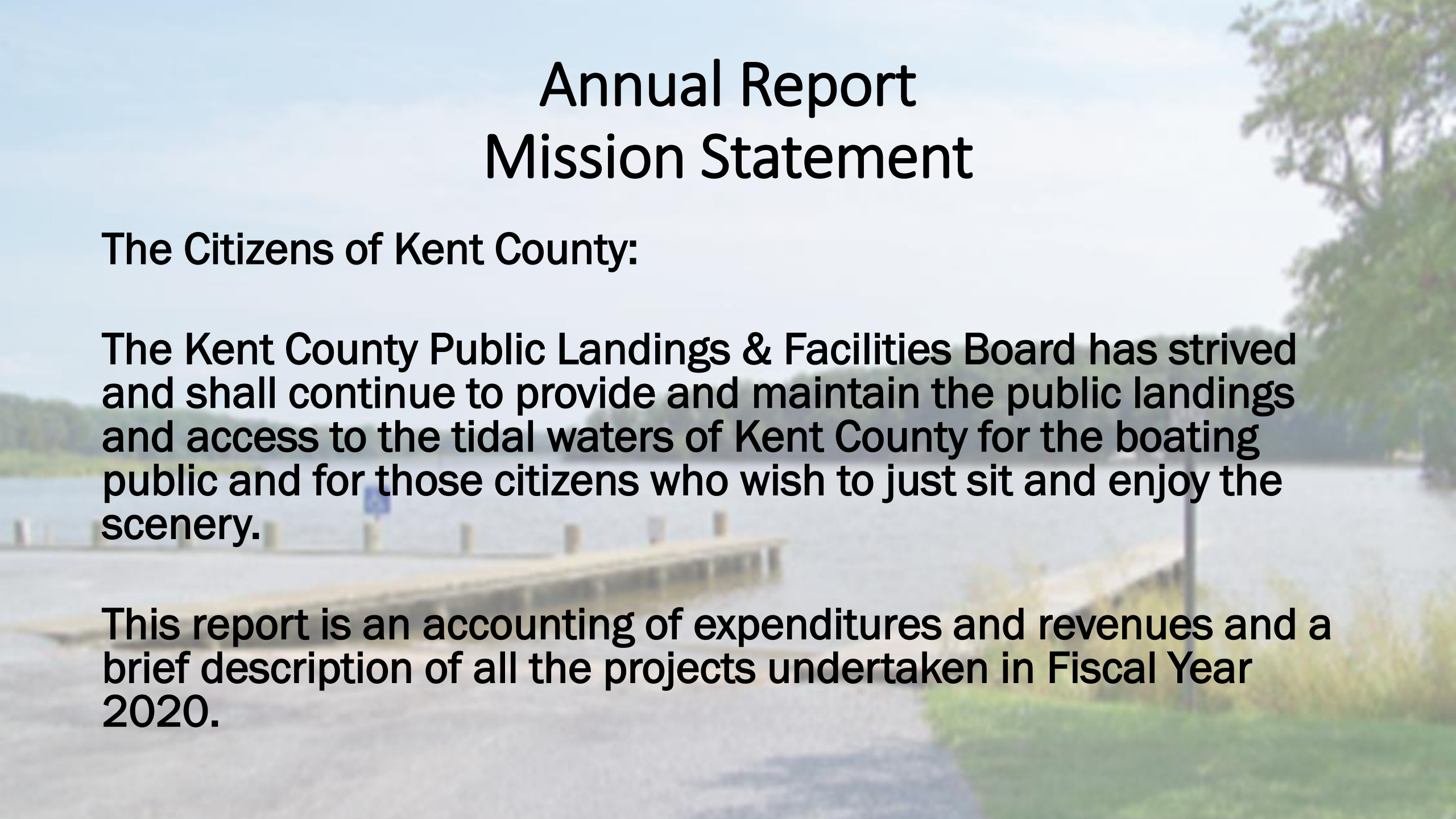
Public Landings & Facilities FY2020 Annual Report

July 1, 2019 - June 30, 2020

Prepared By:

Tina Fletcher, Office Manager

Kent County Environmental Operations Division

The background of the slide is a photograph of a waterfront scene. In the foreground, there is a wooden pier or dock extending into a body of water. The water is calm, and the sky is a pale blue. On the right side, there are green trees and bushes. The overall scene is peaceful and scenic.

Annual Report Mission Statement

The Citizens of Kent County:

The Kent County Public Landings & Facilities Board has strived and shall continue to provide and maintain the public landings and access to the tidal waters of Kent County for the boating public and for those citizens who wish to just sit and enjoy the scenery.

This report is an accounting of expenditures and revenues and a brief description of all the projects undertaken in Fiscal Year 2020.

Public Landings FY2020 Annual Report

Presented To:

The Kent County Commissioners

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

The Kent County Board of Public Landings & Facilities

James Jacquette, Jr. – Chairman July 1, 2019 – December 31, 2019

Marc Castelli – Chairman January 1, 2020 – June 30, 2020

William Collyer

C. Clay Larrimore

H. “Chuckie” White

Ronald H. Fithian, Ex Officio

Administration

Marty T. Holden, Division Chief

Tina L. Fletcher, Office Manager

Bayside Landing Park

Bulkhead, Boat Slip Pilings & Finger Pier Replacement

(MF-1420H-20)

The Department of Natural Resources approved a matching grant of \$430,000 (total project \$860,000) for replacement of the bulkhead (around the boat slips), the boat slip pilings and finger piers.

During the budget process, the County Commissioners decided to delay the project until a later date.

The DNR Grant expires on June 30, 2022.

Mill Creek Dredging Project

(MFDG-0901A-17)

- The County acted as liaison between the Friends of Mill Creek and the Department of Natural Resources for this dredging project. The funding was a 50/50 match with the Friends of Mill Creek funding 50% and DNR funding 50%. No county funds were involved in this project.
- The project consisted of mechanically dredging a 2,710 foot long by 30-foot-wide main channel and a 30 foot long by 160 foot wide community boat ramp spur channel to a depth of 3.0 feet at mean low water; and to deposit an estimated 8,200 cubic yards of dredge material at an approved disposal site.
- Bids for the project were opened on January 9, 2019, with Dissen & Juhn LLC awarded the project for the low bid amount of \$496,159.

Mill Creek Dredging Project

-Continued-

- After the bid process, the disposal site was changed causing a change order for additional expenses in the amount of \$46,312, which was approved bringing the total dredging cost for this project to \$542,471.
- The project began August 1, 2019 and was completed November 22, 2019.
- After multiple modifications and increased cubic yards of material removed, the total cost of the project was \$639,339 and includes the following:

Mill Creek Dredging Project -Continued-

- After multiple modifications and increased cubic yards of material removed, the total cost of the project was \$639,339 and includes the following:

Dredging bid, including DMP site change	\$542,471
Dredging permits	\$ 1,000
Survey	\$ 2,695
Sediment testing	\$ 2,805
Advertising	\$ 68
Sediment fee – 8200 cu yds @\$7	\$ 57,400
Additional sediment fee – 4700 cu yds @\$7	\$ 32,900
Total	\$639,339

Reimbursement was applied for on February 3, 2020 and was received February 25, 2020.

QUAKER NECK

Pier and Mooring Pilings Replacement

(LG-1406F-19)

- The Department of Natural Resources approved a matching grant of \$97,600 (total project \$195,000) for the replacement of the pier and twenty-one (21) mooring pilings.
- During the budget process, the County Commissioners decided to delay the project until FY 2021.

TURNER'S CREEK

Bulkhead & Ramp Replacement

(MF-1450F-18)

- The Department of Natural Resources approved a matching grant of \$130,000 (Project total - \$260,000) for the replacement of the timber bulkhead, a section of the concrete boat ramp and re-surfacing of the parking lot. The County matching funds (\$130,000) were approved during the FY 2018 budget process.
- The County Engineer determined that consultant services would be required for the bulkhead design due to the existing bulkhead tie-back system that runs under the historic Granary structure. Approval from DNR was granted to award the consultant services to Gredell & Associates, without a formal bid, due to their previously performed design work on the bulkhead and their background in geotechnical knowledge of the tie-back system.
- DNR approved Greddell & Associates for the bulkhead design in February 2018. Greddell & Associates quoted price for the bulkhead design was \$24,200, however, the final cost was \$18,400.

TURNERS CREEK

Bulkhead & Ramp Replacement

-Continued-

- April 2018, Greddell & Associates completed the bulkhead design and application was made for the necessary permits to proceed with construction. Permits were received in June 2018.
- Once permits were received it was determined that the project would need to be rolled over into FY2019, which is made possible due to DNR grant funding is accessible for three (3) years.
- While reviewing the project, the Department of Natural Resources recommended replacing the boat ramp at the same time as the bulkhead work. Additional grant funding was requested and subsequently received to replace the boat ramp.
- The project was delayed until FY2021 awaiting additional grant funding.

Sanitary Facilities – Portable Toilets

(SC-2010)

- The Environmental Operations Division provides portable toilets during the months of May, June, July, August, September and October at the following public landings:
 - Bayside Landing Park ● Betterton ● Bogles ● Cliffs City ● Green Lane ● Green Point
 - Ingleside picnic area ● Long Cove ● Quaker Neck ● Shipyard ● Skinner's Neck
 - Broadneck ● Turner's Creek
- The following bids were received for this project:

A Plus Sanitation	\$1,200 per month
Ruth Bros.	\$2,400 per month
A-1 Sanitation	\$3,800 per month
- The project was awarded to A Plus Sanitation for the low bid amount of \$1,200 per month for a total of \$7,200 for the year.
- This project was funded completely by a Department of Natural Resources Waterway Improvement grant.

Future Projects

- Grants have been approved by the Department of Natural Resources, Waterway Improvement for the following Public Landing project:

Cliffs City Bulkhead Stone Rip Rap Installation - \$178,000

This project will be 100% DNR Grant funded

- There are no project requests submitted for FY 2022.

Fiscal Year 2020

Public Landings

Revenue

	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Moorings	4,700	4,630	70-
Trailer Permits	70,000	74,915	4,915+
Slip Rental	30,000	30,310	310+
Citations	1,000	1,200	200+
TOTAL	105,700	111,055	5,355+

Fiscal Year 2020

Public Landings

Expenses

	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Salaries	32,426	32,681	255-
Benefits	20,362	18,194	2,168+
<u>Operating</u>			
Boards/ Commissions	500	210	290+
R & M Services	9,220	9,220	0
Advertising	50	0	50+
Printing – permits	1,000	646	354+
Electric	7,000	6,853	147+
Repairs/ Maintenance	2,800	1,221	1,579+
Capital	0	0	0
TOTAL	73,358	69,025	4,333+

Fiscal Year 2020

Trailer Permit Sales

From July 1, 2019 through June 30, 2020 there were 1,895 trailer permits sold as follows:

	AMOUNT SOLD	COST	REVENUE
<u>NON-RESIDENT</u>			
-Vendor Sales	408	\$73	29,784
-Dept. Sales	62	\$75	4,650
<u>RESIDENT</u>			
-Vendor Sales	1,124	\$28	31,472
-Dept. Sales	280	\$30	8,400
<u>3-DAY Pass</u>			
-Vendor Sales	21	\$29	609
-Dept. Sales	0		0
TOTAL	1,895		74,915

Trailer Permit Sales Comparison 2016 - 2020

Fiscal Year	Permits Sold	Revenue
FY2020	1,895	\$74,915
FY 2019	2,413	\$75,772
FY 2018	2,321	\$73,120
FY 2017	2,525	\$79,602
FY 2016	2,280	\$72,639

Fiscal Year 2020

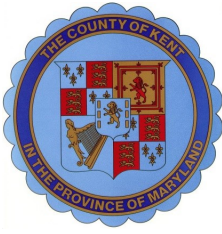
Bayside Landing Park

Revenue			
	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Slip Rental	40,000	46,093	6,093+
Expenses			
	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Operating			
Water/sewer	2,847	1,895	952+
Property services	2,500	1,240	1,260+
Electric	4,000	2,699	1,301+
Maintenance supplies	2,000	273	1,727+
TOTAL	11,347	6,107	5,240+

Fiscal Year 2020 - Department of Natural Resources Grants

Revenue			
	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Abandoned Boat/Debris Grant-K00P0600168	5,000	0	5,000+
Sanitary Facilities Grant – SC-2010	7,200	7,140	60+
Mill Creek Dredging - MFDG-0901A-17	639,340	639,340	0
TOTALS	651,540	646,480	5,060+

Expenses			
	BUDGETED	ACTUAL	FAVORABLE/ UNFAVORABLE
Abandoned Boat/Debris Grant-K00P0600168	5,000	0	5,000+
Sanitary Facilities Grant – SC-2010	7,200	7,140	60+
Mill Creek Dredging -MFDG-0901A-17	639,340	639,340	0
TOTALS	651,540	646,480	5,060+



**Environmental Operations Public Landings
2/9/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

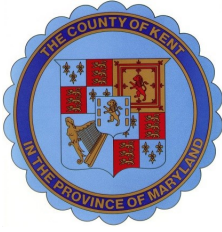
Bayside Electric Shore Service Attachment 1A

Bayside Electric Service Attachment 2A





A WARNING



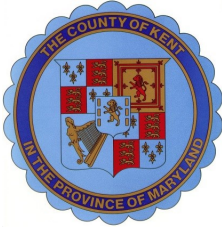
**Daniel P. McDermott, Executive Director, Upper Shore Investment
Board
2/9/2021
County Commissioners Meeting**

Item Summary:

Request to Appoint Member, Upper Shore Workforce Investment Board

ATTACHMENTS:

Description



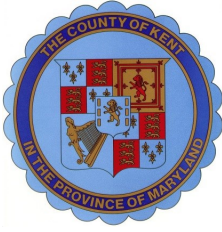
David W. Beugelmans, Esquire, Gordon Feinblatt, LLC
2/9/2021
County Commissioners Meeting

Item Summary:

Morgnec Road Solar, LLC Settlement

ATTACHMENTS:

Description



**John Hickman, Regional Director, Salisbury University - Eastern
Region
2/9/2021
County Commissioners Meeting**

Item Summary:

Budget Request for FY2022

ATTACHMENTS:

Description

02.09.21 John Hickman, Regional Director, Salisbury University, Eastern Region, Matching Grant Funds

Eastern Region

January 19, 2021

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

Salisbury University
1101 Camden Ave.
Salisbury, MD 21801

Dear Mr. Mason:

Over the past years, the Small Business Development Center at the Perdue School of Business and Chesapeake College has continually provided great service to the citizens of Kent County and the surrounding counties/areas. This year we worked to respond to the urgent needs of the small business community as they were impacted by the COVID19 pandemic. The SBDC worked with our partners to deliver expanded training options and Confidential no fee consulting, just through virtual methods. As you and the rest of the commissioners continue to grow the economic base of Kent County, we hope to partner with you in assisting the business community in your county.

The Small Business Development Center at Salisbury University and Chesapeake College has provided services to 23 clients in Kent County during the last fiscal year. Our region provided 58 in person and on-line training courses over the past year for 1663 attendees. Many success stories have developed from within these groups of clients and attendees.

Again, we are required to develop local match for the state and federal funds we receive. I am again targeting at least \$6,000 from each of the counties that we work with, in order to keep the same level of state and federal funding for our program. Without the proper match, we will lose an equivalent amount of our state and federal grant funding. For that reason, we must seek funding from all of the counties in our region. Without the proper funding, we will be unable to continue our role in the economic development of this area.

In this year you were able to provide the \$6,000 appropriation we had requested. We used this funding to maintain the upper shore consultant and provide travel funds to allow him to visit client at their place of business in Kent County. This request is to maintain those funds so that we can continue to assist the small businesses of the county.

As always, I am available to discuss this or any issue affecting businesses in Kent County. If you have any suggestions on how we can better serve the entrepreneurs of our region, please let me know.

Sincerely,



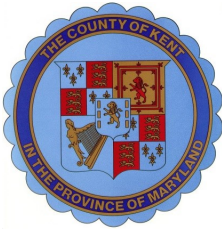
John Hickman
Regional Director

Cc: Shelley Heller
Jamie Williams

County Commissioners
Office

Date 1-25-21 

Accredited to provide technology commercialization assistance.



Procedures for Public Comment 2/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

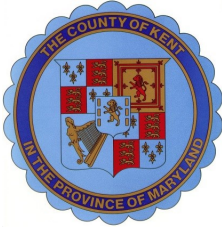
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

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

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

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



Maryland Department of Planning, Maryland Historical Trust
2/9/2021
County Commissioners Meeting

Item Summary:

Elizabeth Hughes, Director, State Historic Preservation Officer

ATTACHMENTS:

Description

02.09.21 Elizabeth Hughes, Director, State Historic Preservation Officer, St. Dennis Roman, Catholic Church, Kent County, MD, Maryland Department of Planning Maryland Historical Trust



County Commissioners
Office

Maryland
DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST

Date 1-25-21 *HC*

January 22, 2021

Rev. Msgr. Stephen P. Hurley, VG, STL
The Catholic Diocese of Wilmington
P.O. Box 2030
Wilmington, DE 19899

RE: St. Dennis Roman Catholic Church, Kent County, MD

Dear Msgr. Hurley,

St. Dennis Roman Catholic Church will be considered by the Governor's Consulting Committee for nomination to the National Register of Historic Places on Tuesday, February 23, 2021. The National Register is the official list of historic properties recognized by the Federal Government as worthy of preservation for their significance in American history, architecture, archaeology, engineering, and culture. In Maryland, the nomination process is administered by the Maryland Historical Trust. Enclosed you will find a copy of the criteria under which properties are evaluated for listing. The meeting will be held virtually, beginning at 10:00 a.m. You are welcome to access this meeting; log-in information appears below:

To Join by Computer:

<https://mdp-mht.webex.com/mdp-mht/onstage/g.php?MTID=e8307b761159260d42ef2120df686b548>

Password required: **RRyCFpnA467**

To Join by Phone: **1-855-282-6330**

Access code: **126 219 1648**

Listing in the National Register results in the following for historic properties:

1. Consideration in planning for Federal, federally or state funded, licensed and assisted projects. Federal and state legislation requires that Federal agencies allow the Advisory Council on Historic Preservation and state agencies, including the Maryland Historical Trust, opportunity to comment on all projects affecting historic properties listed in the National Register. For further information please refer to Section 36, Code of Federal Regulations, Part 800 and

Annotated Code of Maryland, State Finance and Procurement Article, Section 5A-325 or call the Office of Preservation Services of the Maryland Historical Trust at (410) 697-9535.

2. Eligibility for Federal tax provisions. If a property is listed in the National Register, certain Federal tax provisions may apply. The Tax Reform Act of 1986 revises the historic preservation tax incentives authorized by Congress in the Tax Reform Act of 1976, the Revenue Act of 1978, the Tax Treatment Extension Act of 1980, the Economic Recovery Tax Act of 1981, and the Tax Reform Act of 1984, and as of January 1, 1987, provides for a 20 percent investment tax credit with a full adjustment to basis for rehabilitating historic commercial, industrial, and rental residential buildings.

The Tax Treatment Extension Act of 1980 provides Federal tax deductions for charitable contributions for conservation purposes of partial interests in historically important land areas or structures. Whether these provisions are advantageous to a property owner is dependent upon the particular circumstances of the property and the owner. Because tax aspects outlined above are complex, individuals should consult legal counsel or the appropriate local Internal Revenue Service office for assistance in determining the tax consequences of the above provisions. For further information on certification requirements, please refer to 36 CFR 67 or the Office of Preservation Services of the Maryland Historical Trust at (410) 697-9535.

3. Eligibility for a Maryland income tax benefit for the preservation of owner-occupied historic residential buildings. For further information, visit https://mht.maryland.gov/taxcredits_homeowner.shtml or contact the Office of Preservation Services of the Maryland Historical Trust at (410) 697-9535.

4. Consideration of historic values in the decision to issue a surface coal mining permit where coal is located. In accord with the Surface Mining Control and Reclamation Act of 1977, there must be consideration of historic values in the decision to issue a surface coal mining permit where coal is located. For further information, please refer to 30 CFR 700 et seq.

5. Eligibility to apply for federal and state grants and state low interest loans for historic preservation projects. To determine the present status of such grants and loans, contact the Office of Preservation Services of the Maryland Historical Trust at (410) 697-9535.

Owners of private properties nominated to the National Register have an opportunity to concur in or object to listing in accord with the National Historic Preservation Act and 36 CFR 60. Any owner or partial owner of private property who chooses to object to listing may submit to the State Historic Preservation Officer a notarized statement certifying that the party is the sole or partial owner of the private property and objects to the listing. Each owner or partial owner of private property has one vote regardless of what portion of the property that party owns. If a majority of private property owners object, a property will not be listed; however, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register of Historic Places for a determination of eligibility of the property for listing in the National Register. If the property is determined to be eligible for listing, although not formally

listed, Federal agencies will be required to allow the Advisory Council on Historic Preservation and state agencies, including the Maryland Historical Trust, an opportunity to comment before the agency may fund, license, or assist a project which will affect the property. If you choose to object to the listing of your property, the notarized objection must be submitted to Elizabeth Hughes, State Historic Preservation Officer, ATTN: Peter Kurtze, Maryland Historical Trust, 100 Community Place, Crownsville, Maryland 21032-2023 by the date of the meeting given above.

Listing in the National Register does NOT mean that the federal government or the state of Maryland wants to acquire the property, place restrictions on the property, or dictate the color or materials used on individual buildings. Local ordinances or laws establishing restrictive zoning, special design review committees, or review of exterior alterations are not a part of the National Register program. Listing also does NOT require the owner to preserve or maintain the property or seek approval of the federal government or the state of Maryland to alter the property. Unless the owner applies for and accepts special federal or state tax, licensing, or funding benefits, the owner can do anything with his property they wish so long as it is permitted by state or local law.

If you wish to comment on whether the property should be nominated to the National Register, please send your comments to Elizabeth Hughes, State Historic Preservation Officer, ATTN: Peter Kurtze, before the Governor's Consulting Committee considers the nomination. A copy of the nomination, regulations and information on the National Register and Federal and State tax provisions are available from the Trust. If you have questions about this nomination, please contact Peter Kurtze, Administrator of Evaluation and Registration, Maryland Historical Trust at peter.kurtze@maryland.gov or (410) 697-9562.

Sincerely,



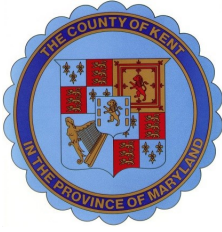
Elizabeth Hughes

Director

State Historic Preservation Officer

cc:

Mr. P. Thomas Mason, President
Ms. Elizabeth Beckley
Ms. Lisa Sasser



Andy Fish, Senior Director, Office of Finance Programs
2/9/2021
County Commissioners Meeting

Item Summary:

2021 Private Activity Bonds

ATTACHMENTS:

Description

02.09.21 Andy Fish, Senior Director, Office of Finance Programs, Private Activity Bonds 2021 Initial Allocation for Maryland, Maryland Department of Commerce



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce

January 22, 2021

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

SUBJECT: Private Activity Bonds 2021 Initial Allocation for Maryland

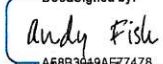
Dear Commissioner Mason:

Enclosed is the 2021 Private Activity Bonds Initial Allocation of the Maryland State Ceiling. This year's total allocation of \$665,024,800 is calculated from a population of 6,045,680 multiplied by \$110 per capita as stated in the Financial Institutions Article Section 13-801 through 13-807 of Maryland Code guidelines, in addition to the United States Tax Reform Act of 1986. Allocation is not a source of funding, but is the limit established for "Private Activity" tax-exempt bond issuances.

Pursuant to the law, counties may use their housing allocations for non-housing bonds. The term used in the Tax Reform Act of 1986, "Private Activity" bonds is broad and may include general obligation bonds, leases, and other forms of tax-exempt financing. Bond counsel should be contacted to further explain the ramifications of the Tax Reform Act of 1986. Section 13-804 and other sections of the law require reporting the issuance of these bonds.

Before transferring unused allocation to another issuer, jurisdictions are encouraged to consult with Andy Fish, Senior Director, at 410-767-6376, email andy.fish@maryland.gov, or Rahel Kidane, Portfolio Accounting Specialist, at 410-767-6357, email rahel.kidane@maryland.gov. Notice of any intended transfer of allocation by counties to another issuer shall be reported to the Secretary of the Department of Commerce by August 31, 2021.

Sincerely,

DocuSigned by:

A68B3649A5E7478...
Andy Fish

Senior Director, Office of Finance Programs

Enclosure

cc: Jamie Williams, Economic Development Coordinator
Kent County Government

County Commissioners
Office

Date 2-3-21 

DEPARTMENT OF COMMERCE

PRIVATE ACTIVITY BONDS 2021 INITIAL ALLOCATION

\$665,024,800

RECITALS

Pursuant to Section 146 of the Internal Revenue Code of 1986 (the "Code"), the General Assembly of the State of Maryland passed Senate Bill 673 which is part of the Maryland Code, Financial Institutions Article, Sections 13-801 through 13-807. Capitalized terms not defined in this initial allocation have the meanings given them in the law.

Section 13-807 (A) (1) allows the Secretary of the Department of Commerce to make any and all allocations required or permitted by the law.

Section 13-802 of the law establishes formulas for allocation of the Maryland State Ceiling among Counties, Municipal Corporations, Community Development Administration and Secretary's Reserve, for the period from January 1st through September 30th of each year.

NOW THEREFORE, I, Kelly M. Schulz, Secretary of the Department of Commerce, do hereby allocate the amounts of the Maryland State Ceiling, a total of \$665,024,800 for the calendar year 2021 as follows:

1. Allocations to Counties. \$332,512,400 of the Maryland State Ceiling among all counties of the State of Maryland and the City of Baltimore (collectively, the "Counties" and individually a "County") in the following respective amounts.

Jurisdictions	Housing Alloc	Min. Non-House	Bonus Non-House	Total
Alegany	2,732,536	936,870	234,217	3,903,623
Anne Arundel	22,177,193	7,603,609	1,900,902	31,681,704
Baltimore City	23,196,056	7,952,934	1,988,234	33,137,224
Baltimore Co.	31,894,593	10,935,289	2,733,822	45,563,704
Calvert	3,542,115	1,214,440	303,610	5,060,165
Caroline	1,282,204	439,613	109,903	1,831,720
Carroll	6,484,517	2,223,263	555,816	9,263,596
Cecil	3,958,801	1,357,303	339,326	5,655,430
Charles	6,217,866	2,131,840	532,960	8,882,666
Dorchester	1,231,923	422,374	105,593	1,759,890
Frederick	9,842,448	3,374,554	843,638	14,060,640
Garrett	1,122,776	384,952	96,238	1,603,966
Harford	9,777,306	3,352,220	838,055	13,967,581
Howard	12,443,046	4,266,188	1,066,547	17,775,781
Kent	746,246	255,856	63,964	1,066,066
Montgomery	40,637,867	13,932,983	3,483,246	58,054,096
Prince George's	35,008,358	12,002,866	3,000,716	50,011,940
Queen Anne's	1,934,664	663,313	165,828	2,763,805
Somerset	988,488	338,910	84,728	1,412,126
St. Mary's	4,337,564	1,487,165	371,791	6,196,520
Talbot	1,423,268	487,974	121,994	2,033,236
Washington	5,810,651	1,992,223	498,056	8,300,930
Wicomico	3,973,008	1,362,174	340,544	5,675,726
Worcester	1,995,186	684,063	171,016	2,850,265
Total	\$ 232,758,680	\$ 79,802,976	\$ 19,950,744	\$ 332,512,400

2. Allocation to Community Development Administration is \$166,256,200 of the Maryland State Ceiling.
3. Allocation to Municipal Corporations is \$16,625,620 of the Maryland State Ceiling.
4. Allocation to the Secretary's Reserve is \$149,630,580.
5. The Effective Date. The initial allocation shall take effect immediately.

I FURTHER CERTIFY under penalty of perjury that this Initial Allocation was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

WITNESS my official signature and seal as of this of 22nd January, 2021

DocuSigned by:

Kelly M Schulz

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Kelly M. Schulz
Secretary of Commerce

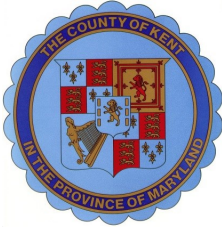
ATTEST:

DocuSigned by:

Andy Fish

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Andy Fish
Senior Director, Office of Finance Programs



**Norman Lazarus, Water Supply Program, Maryland Department of the
Environment
2/9/2021
County Commissioners Meeting**

Item Summary:

Water Appropriation and Use Permit

ATTACHMENTS:

Description

02.09.21 Norman Lazarus, Water Supply Program, Maryland Department of the Environment, Water Appropriation and Use Permit No. KE2019G003(01) Publication of Permit Decision, Kings Grant Farm, Inc.



Maryland

Department of the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

January 27, 2021

RE: Water Appropriation and Use Permit No.: KE2019G003(01)
Publication of Permit Decision

Dear Property Owner, Public Official, Interested Person or Applicant:

On January 19, 2021 the Water and Science Administration (Administration) issued Water Appropriation and Use Permit No. KE2019G003/01 to Kings Grant Farm, Inc. to appropriate and use an annual average of 164,000 gallons of water per day (gpd) and an average of 998,500 gpd during the month of maximum use for crop irrigation. Water is to be withdrawn from up to seven wells in the Columbia aquifer. The site is located at 6584 Kings Grant Lane, Chestertown, Kent County, Maryland.

After examination and consideration of the documents received and evidence in the application file and record, the Administration has determined that the application meets the statutory and regulatory criteria necessary for issuance of a Water Appropriation and Use Permit. The Impact Analysis Summary used in reaching this determination is enclosed with this permit decision. A copy of Water Appropriation and Use Permit No. KE2019G003(01) is available upon request.

This is a final agency determination; there is no further opportunity for administrative review. The applicant or any person with standing who participated in the public participation process through the submission of written or oral comments may petition for judicial review in the Circuit Court in the County where the permitted activity is to occur. The petition for judicial review must be filed within 30 days of the publication of the permit decision. Please see the attached fact sheet for additional information about the judicial review process.

If you have any questions or need any additional information, please do not hesitate to contact me at (410) 537-3590.

Sincerely,

Norman Lazarus
Water Supply Program

Enclosures

County Commissioners
Office

Date 2-3-21 SLC

Kings Grant Farm, Inc.
(Name of Applicant)

KE2019G003/01
(Application No.)

John J. Anthony
(Assigned WSA Project Manager)

December 30, 2020
(Date Form Completed)

IMPACT ANALYSIS SUMMARY

I. REASONABLENESS OF THE AMOUNT OF WATER REQUESTED IN RELATION TO THE ANTICIPATED LEVEL OF USE DURING THE PERMIT PERIOD.

The applicant requests to appropriate and use an annual average of 164,000 gallons of groundwater per day (gpd) and 998,500 gpd during the month of maximum use for crop irrigation. Water will be withdrawn from up to seven wells in the Aquia aquifer. Water demand is based on the type of crops to be irrigated, irrigated acreage, soil type(s), and type of irrigation system to be used. The applicant requests to irrigate approximately 164 acres of grain corn (water demand = 11.7 inches) in silt-loam soil, using a low-pressure center pivot system, with a water loss factor of 15 percent. The requested quantities are reasonable for the requested use.

II. REASONABLENESS OF THE IMPACT OF THE REQUESTED WITHDRAWAL ON THE RESOURCE.

Based on information from Maryland Geological Survey Report of Investigation No. 68, the Aquifer Information System (AIS), and test well KE-19-0071, it was determined that the surficial aquifer and the Aquia aquifer form one unconfined hydrologic unit in the area. The impact of the requested withdrawal on a water table (unconfined) aquifer like the Aquia is based on the annual rainfall (44.45 inches, Chestertown) that falls in the area, the amount of recharge (infiltration) on the applicant's property during a drought year, and the amount of groundwater set aside to maintain stream baseflow. In addition, 15% of the irrigation water which is not used by crops infiltrates back into the aquifer. Based on the factors above, the Administration's analysis indicates that the long-term consumptive use of the proposed withdrawal is 26% of the drought year recharge available at the site. Hence the proposed withdrawal from the Aquia aquifer is sustainable. No unreasonable impact to the resource is expected.

III. REASONABLENESS OF THE IMPACT OF THE REQUESTED WITHDRAWAL ON OTHER USERS OF THE RESOURCE.

The wells will be drilled to a depth of approximately 150 feet. Impacts due to the withdrawal were evaluated using data from geological reports and investigations available to the Water Science Administration. Projections of aquifer drawdown were developed using a transmissivity of 300 ft²/day and storage coefficient of 0.1. Pumping six wells at the maximum rate of 998,500 gpd (166,416 gpd/ well) for 60 days with no recharge to the aquifer produces a drawdown of about four feet at the closest property boundary (about 1000 feet away). A review of the State's well database for wells in this area was conducted. There are approximately 15 wells in the vicinity drilled into the Aquia aquifer. All wells are indicated as having 4-inch diameter casing. No unreasonable impacts to other users of the resource are anticipated.

FACT SHEET

JUDICIAL REVIEW PROCESS

Legislation passed by the 2009 General Assembly changes procedures for certain permits issued by the Department, including water appropriation permits. The judicial review procedures took effect on January 1, 2010 and applies to final permit decisions issued on and after January 1, 2010.

Under pre-existing procedures, permit applicants and third parties with standing under Maryland law could challenge the issuance of a permit or the conditions of a permit through a request for a "contested case" adjudicatory hearing conducted by the Office of Administrative Hearings. Effective January 1, 2010, the "contested case" process no longer applies to final decisions on applications for these permits. Rather, permits can be challenged through a request for direct judicial review in the Circuit Court for the county where the activity authorized by the permit will occur. Applicants, and persons who meet standing requirements under federal law and who participated in a public comment process by submitting written or oral comments (where an opportunity for public comment was provided), may seek judicial review. Judicial review will be based on the administrative record for the permit compiled by the Department and limited to issues raised in the public comment process (unless no public comment process was provided, in which case the review will be limited to issues that are connected to the permit).

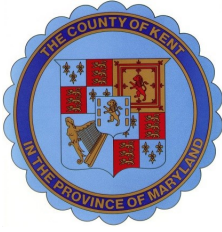
Who Has Standing?

Anyone who meets the threshold standing requirements under federal law and is either the applicant or someone who participated in the public participation process through the submission of written or oral comments, as provided in Environment Article § 5-204, Annotated Code of Maryland. The three traditional criteria for establishing standing under federal law are injury, causation, and redressability, although how each criterion is applied is highly fact-specific and varies from case to case. Further, an association has standing under federal law to bring suit on behalf of its members when its members would otherwise have standing to sue in their own right, the interests at stake are related to the organization's purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.

What is the Procedure for Seeking Judicial Review?

Petitions for judicial review of a final determination or permit decision subject to judicial review must be filed in accordance with § 1-605 of the Environment Article no later than 30 days following publication by the Department of a notice of final determination or final permit decision and must be filed in the circuit court of the county where the permit application states that the proposed activity will occur. Petitions for judicial review must conform to the applicable Maryland Rules of Civil Procedure (Title 7, Chapter 200).

To review the legislation follow the link below:



Contingency and Use of Fund Balance Report 2/9/2021 County Commissioners Meeting

ATTACHMENTS:

Description

2-2-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
February 2, 2021**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
TOTAL		<u>\$ 234,250</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 565,750</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		<u>\$ 13,112</u>	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			