

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

January 11, 2022

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

Public Notices

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359,
Conference ID 873 391 35#

Code Home Rule Bill No. 1-2022, Primary Residence Located on a New Lot Created by a
Bona Fide Intrafamily Transfers

Public Hearing Notice

2022 Holiday Observances

Consent Items

#1 - Regular Session Minutes, January 4, 2022

#2 - Liquor Minutes, January 4, 2022

Proclamation

Danielle Black, Program Lead, Big Brothers Big Sisters of the Eastern Shore, Inc.

National Mentoring Month

Reverend Dr. Martin Luther King, Jr.

Proclamation, The Time Is Now!

County Attorney

Thomas N. Yeager, County Attorney

Protocol for Public Hearings

Public Hearing

Comprehensive Water and Sewerage Plan Amendment Hearing

Bayshore Campground

Comprehensive Water and Sewerage Plan Amendment Hearing

Ina Reed

Public Works Director

Resolution 2022-01, A Resolution Pertaining to an Amendment to the Kent County
Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for
the Bayshore Campground

Amendment to the Comprehensive Water and Sewerage Plan

Resolution 2022-02, A Resolution Pertaining to an Amendment to the Kent County
Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for
Ina Reed Parcel 46

Amendment to the Comprehensive Water and Sewerage Plan

Engineering - Building Maintenance

County Buildings HVAC Control System Upgrade

American Rescue Plan Act Funds

Mike Moulds, Director, Public Works

Fairlee Clariflocculator Project, Change Order #1

Mike Moulds, Director, Public Works

Fairlee Clariflocculator Project, Change Order #2

Human Resources Director

Detention Center

Correctional Officer Vacancies

COVID 19 Vaccination and Testing Mandate Policy

Vaccination and Testing Mandate Policy

Public Works - Building Maintenance

Building Maintenance Worker I Vacancy

County Administrator

GB Kennedyville, LLC

Release of Letter of Credit

Public Comment/Media Review

Procedures for Public Comment

For Your Information

Harborview Farms

Permit Application to Appropriate and Use Waters of the State

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Building is Open for In-Person Attendance, for Remote Participation
Dial 1-872-239-8359, Conference ID 873 391 35#
1/11/2022
County Commissioners Meeting**



**Code Home Rule Bill No. 1-2022, Primary Residence Located on a New
Lot Created by a Bona Fide Intrafamily Transfers
1/11/2022
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

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

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

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

January 4, 2022
Legislative Session Day

Legislative Session Day
January 4, 2022

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

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

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

A hearing will be held on February 1, 2022, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at www.kentcounty.com/commissioners/meeting-agenda, 24 hours in advance of the meeting, and it will include a unique call-in number, citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than January 28, 2022.

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

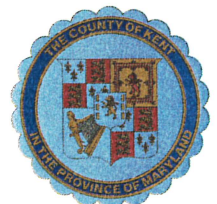
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 01/13/22, 01/20/22



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**January 4, 2022
Legislative Session Day**

**Legislative Session Day
January 4, 2022**

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

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

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

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

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

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

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

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

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

ARTICLE V.
DISTRICT REGULATIONS

SECTION 3. RURAL CHARACTER DISTRICT

...

3.2 PERMITTED PRINCIPAL USES AND STRUCTURES

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

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

...

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

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

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

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

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

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

THE KENT COUNTY PLANNING COMMISSION SHALL DETERMINE THAT:

- I. THE LOT WAS CREATED AS A PART OF BONA FIDE INTRAFAMILY TRANSFER AND NOT WITH THE INTENT OF SUBDIVIDING THE ORIGINAL PARCEL OF LAND FOR PURPOSES OF ULTIMATE TRANSFER TO A THIRD PARTY; OR
 - II. THE OWNER OF THE TRANSFERRED PROPERTY DIES; OR
 - III. A CHANGE OF CIRCUMSTANCES HAS OCCURRED SINCE THE ORIGINAL TRANSFER WAS MADE THAT IS CONSISTENT WITH THE INTENT OF THIS ORDINANCE.
- D. THIS SUBSECTION SHALL NOT PREVENT THE CONVEYANCE OF SUCH A LOT TO A THIRD PARTY AS SECURITY FOR A MORTGAGE OR DEED OF TRUST OR SUBSEQUENT CONVEYANCES RESULTING FROM A FORECLOSURE.
- E. THE MAXIMUM LOT SIZE SHALL BE TWO (2) ACRES.
- F. LAND SHALL BE SUBDIVIDED AS INDICATED:
- I. A PARCEL THAT IS SEVEN (7) ACRES OR MORE AND LESS THAN TWELVE (12) ACRES IN SIZE MAY BE SUBDIVIDED INTO TWO (2) LOTS; OR
 - II. A PARCEL THAT IS TWELVE (12) ACRES OF MORE AND LESS THAN SIXTY (60) ACRES IN SIZE MAY BE SUBDIVIDED INTO THREE (3) LOTS. THE LOTS MAY BE CREATED AT DIFFERENT TIMES.
- G. ANY DEED OR SUBDIVISION PLAT FOR A LOT CREATED BY A BONA FIDE INTRAFAMILY TRANSFER SHALL CONTAIN A STATEMENT THAT THE ADJACENT PROPERTY IS ZONED RURAL CHARACTER.

- H. THE PARCEL IS CREATED FOR THE CONSTRUCTION OF A PRIMARY RESIDENCE ONLY; AND
- I. THESE PROVISIONS APPLY TO THOSE INDIVIDUALS OWNING CURRENTLY RURAL CHARACTER ZONED LAND, WITH OWNERSHIP PRIOR TO DECEMBER 3, 2002.

...

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

...

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

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

...

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

Read Third Time _____

PASSED this ____ day of _____, 2022

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

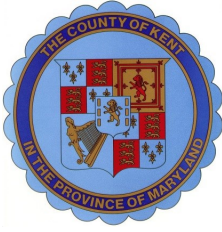
Robert N. Jacob, Jr., Member

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

BILL NO. 1-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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



**2022 Holiday Observances
1/11/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

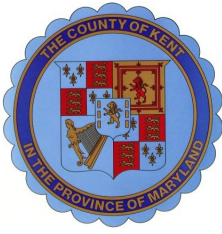
PUBLIC NOTICE, 2022 Holiday Observances

PUBLIC NOTICE

County Commissioners of Kent County

All County Offices will be **CLOSED** for the following observances during the 2022 calendar year:

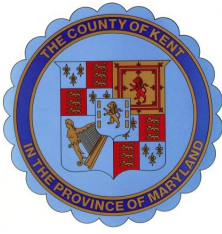
January 17, 2022 – Martin Luther King, Jr. Day
February 21, 2022 – Presidents' Day
May 30, 2022 – Memorial Day
June 20, 2022 – Juneteenth (Emancipation Day)
July 4, 2022 – 4th of July (Independence Day)
September 5, 2022 – Labor Day
October 10, 2022 – Columbus Day
November 8, 2022 – Election Day
November 11, 2022 – Veterans Day
November 24 & 25, 2022 – Thanksgiving Holiday
December 23 & 26, 2022 – Christmas Holiday



**#1 - Regular Session Minutes, January 4, 2022
1/11/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, January 4, 2022
1/11/2022
County Commissioners Meeting**

ATTACHMENTS:
Description



**Danielle Black, Program Lead, Big Brothers Big Sisters of the Eastern
Shore, Inc.**

1/11/2022

County Commissioners Meeting

Item Summary:

National Mentoring Month

ATTACHMENTS:

Description

01.11.22 National Mentoring Month Proclamation

Kent County, Maryland



Proclamation

NATIONAL MENTORING MONTH

- WHEREAS,** January 2022 will mark the 20th anniversary of National Mentoring Month, an annual campaign to focus attention on the need for mentors; and
- WHEREAS,** Kent County honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and
- WHEREAS,** mentoring has proven to be an effective strategy to increase the life opportunities of all young people; and
- WHEREAS,** quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with others; and
- WHEREAS,** with support of the County, State, business and community leaders, the Maryland MENTOR has helped establish mentorships with youth across the County and State, providing young people with the opportunities to succeed; and

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby support the Nation in proclaiming January 2022, as "NATIONAL MENTORING MONTH" in Kent County and recognize and acknowledge the importance of mentoring programs.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason
P. Thomas Mason, President

Ronald H. Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member



**Reverend Dr. Martin Luther King, Jr.
1/11/2022
County Commissioners Meeting**

Item Summary:

Proclamation, The Time Is Now!

ATTACHMENTS:

Description

01.11.22 Reverend Dr. Martin Luther King, Jr. Day Proclamation

Martin Luther King, Jr. Observance Breakfast Flyer

Kent County, Maryland



Proclamation

**REVEREND DR. MARTIN LUTHER KING, JR.
"THE TIME IS NOW!"
JANUARY 17, 2022**

WHEREAS, Martin Luther King, Jr., was born on January 15, 1929, and in 1983, President Ronald Reagan signed a bill making Martin Luther King, Jr. Day a federal holiday. As a result, Americans commemorate Reverend Dr. Martin Luther King Jr.'s birthday on the third Monday in January of each year; and

WHEREAS, Reverend Dr. Martin Luther King, Jr.'s accomplishments as a clergyman, Nobel Peace Prize Recipient, author and advocate for securing the enactment of the 1964 Civil Rights Act, the 1965 Voting Rights Act and the 1968 Fair Housing Act emphasize the principles of equality as a cornerstone of our democracy; and

WHEREAS, On August 28, 1963, Rev. Dr. Martin Luther King, Jr. from the steps of the Lincoln Memorial in Washington, D.C. shared his dream with all Americans that all people can live and work together as one in his "I Have a Dream" speech, which continues to inspire Americans to fight for the rights of unfair discrimination.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND do hereby proclaim January 17, 2022, as "REVEREND DR. MARTIN LUTHER KING, JR. REMEMBRANCE DAY" and join the Chester Valley Ministers' Association, supported by Kent Cultural Alliance and Washington College, to honor the memory of Reverend Dr. Martin Luther King, Jr. on this day.

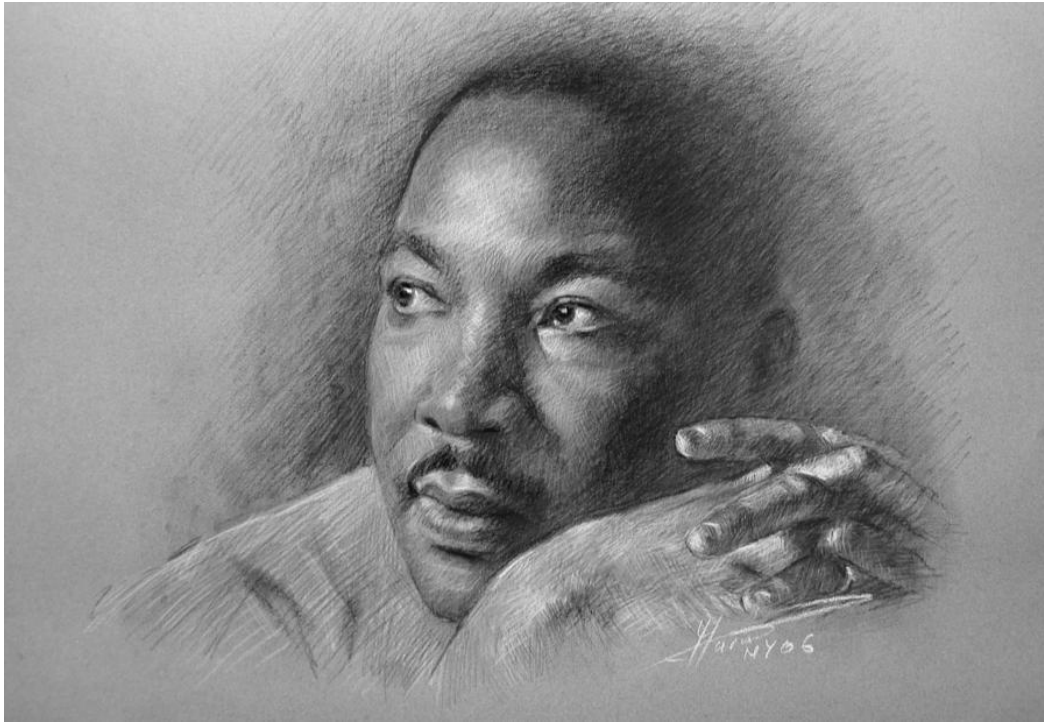
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason
P. Thomas Mason, President

Ronnie Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member

Dr. Martin Luther King, Jr. Breakfast
20th ANNUAL DR. MARTIN LUTHER KING, JR.
OBSERVANCE AND BREAKFAST
The Time is Now!



A Virtual Event
MONDAY, JANUARY 17, 2022 at 9:00 A.M. 10 A.M.

We invite you to this event to honor the memory of Dr. King and to celebrate his legacy, to honor citizens who have contributed to the quality of life in Kent County, to enjoy guest speakers, music and poetry and to raise money to support the Charities of Good Neighbor Fund, The Samaritan Group, The Kent County Food Pantry, and The Vincent Hynson Scholarship Fund at Washington College.

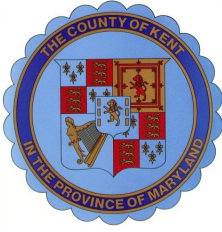
The Virtual Event is **Free** and opened to the public.

The Link will be published a couple days before the event.

Even though the event is **FREE**, we are accepting donations to raise funds for the above charities, send donations to: **MLK, Jr. Breakfast c/o CVMA, P.O. Box 227, Chestertown, Md 21620. Make check Payable to: Chester Valley Ministers' Association**

For more details contact: chestervalleyministersassoc@gmail.com, or wmflook@gmail.com
or Rev. Shelia Lomax 443-877-8877

Sponsored by Chester Valley Ministers' Association **Supported by Kent Cultural Alliance (formerly Kent County Arts Council) and Washington College



Thomas N. Yeager, County Attorney
1/11/2022
County Commissioners Meeting

Item Summary:

Protocol for Public Hearings

ATTACHMENTS:

Description

Procedures for Testifying In-Person and Live Call-In

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY

PROCEDURES FOR TESTIFYING

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

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

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

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

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

Written comments will be accepted until Friday, January 7, 2022 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



Comprehensive Water and Sewerage Plan Amendment Hearing 1/11/2022 County Commissioners Meeting

Item Summary:

Bayshore Campground

ATTACHMENTS:

Description

11.30.21 Public Hearing Notice Bayshore Campground

10.27.21 Maryland Department of Environment DRAFT Comments, Kent County, Draft 2021 Water and Sewer Plan Amendments for Bayshore Campground

10.06.21 Charles W. Boyd, AICP, Director, Planning Coordinator, Maryland Department of Planning, Draft Kent County Master Water and Sewer Plan Amendments, Bayshore Campground

Exhibit A, 4.5.12 Bayshore Campground, LLC

Figure 4-12 Revised, Bayshore Campground, LLC, Sewerage Service Area

01.11.22 Testimony Log, Public Hearing, Comprehensive Water and Sewerage Plan Amendment Hearing, Bayshore Campground

The County Commissioners of Kent County

P. THOMAS MASON
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SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

NOTICE OF PUBLIC HEARING

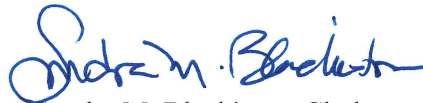
Pursuant to the requirements of the Environment, Title 9, Subtitle 5, Section 9-503 of the Annotated Code of Maryland, the County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, January 11, 2022, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is for reviewing and receiving comments on the proposed Amendment to the Kent County Comprehensive Water and Sewerage Plan for the Bayshore Campground.

The proposed amendment is to include a sewer service area for the Bayshore Campground to provide a private onsite wastewater treatment and disposal facility to serve the campground.

The proposed amendment to the Comprehensive Water and Sewerage Plan may be examined at the following locations: Water and Wastewater Division, 709 Morgnec Road, Chestertown, and County Commissioners' Office, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Monday – Friday from 8:30 a.m. – 4:30 p.m.; or the Kent County Public Library, 408 High Street, Chestertown, Maryland.

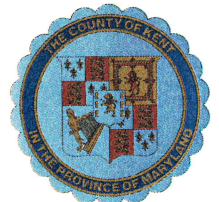
The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing, and it will include a unique call-in number. Citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at 410-778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on January 7, 2022.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk

PUBLISH: KCN 12/23/21, 12/30/21

cc: Michael Moulds, PE, Director of Public Works
Fred Wick, Applicant, Bayshore Campground, LLC



MDE DRAFT Comments – Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore
Campground and Ina Reed Allocation Request
MDE Comments
10/27/2021

DISCLAIMER: Below are MDE's Comments on the Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request, additional comments may be sent under a separate cover.

Bayshore Campground:

General Comments:

Please be aware that the proposed service area for the OSDS lies within the Critical Area. Additionally, after this amendment is approved, the Bayshore Campground still requires a groundwater discharge permit to operate the OSDS.

Specific Comments:

Figure 4-12: Please include the street names on the map, as well as the Tax Map and Parcel numbers so that the exact service area may be located on other maps.

Ina Reed Allocation:

General Comments:

Figure 4-2: The County might consider mapping the boundary around the proposed single family home (SFH) on Parcel 46 and identifying it as having an allocation of 1 EDU. The intent is to clarify the service areas shown on the map, showing that the rest of Parcel 46 does not have a wastewater allocation.

The Maryland Department of Planning Comments (MDP):

MDP recommends that upon approval on the Ina Reed Allocation, that Parcel 22 be identified as Tier IV and Parcel 46 be identified as Tier I-A on the Kent County Growth Tier Map. Please see the attached documents for the full write-up of MDP's comments.



Maryland DEPARTMENT OF PLANNING

October 6, 2021

Ms. Dinorah Dalmasy, Integrated Water Planning Program
Maryland Department of the Environment
Water and Science Administration 1800 Washington Boulevard
Baltimore, Maryland 21230

Re: Draft Kent County Master Water and Sewer Plan Amendments
Bayshore Campground (Tax Map 55, Parcel 229)

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the Bayshore Campground amendment to the Kent County Water and Sewer Master Plan. Planning has reviewed the above-referenced water and sewer plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2) and find the draft revisions to be consistent with the 2018 Kent County Comprehensive Plan. Below is a summary of the draft Water and Sewer Plan (WSP) changes and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your use in the approval process.

Summary of Revisions

The Bayshore Campground is approximately 57 acres in size. The campground is currently served by four pump-out holding tanks and is situated within the county's Agricultural Zoning District. This amendment proposes to remove the holding tanks and replace them with a 24,000 gpd (gallons per day) onsite community treatment system. The onsite community treatment system will be located on six (6) acres. Figure 4-12, Bayshore Campground, LLC Sewerage System Area is proposed to be revised to depict the general location of the onsite community septic system, and the proposed service area.

Consistency with the Comprehensive Plan

To meet the requirements of Environment Article Section 9-507 (b)(2), Planning reviews and comments regarding consistency with the local comprehensive plan on any future activities that provide water and sewer service and related infrastructure to properties which are currently not planned for water and sewer service within the WSP, or which propose new water or sewer service areas to facilitate future water or sewer service (such as a capital improvement project).

Planning finds the amendment to replace the holding tanks with an onsite community treatment system consistent with the Kent County Comprehensive Plan, specifically:

Countryside Element, pages 45-46, Goal Strategy 5 – Retain the Agricultural Zoning District, states the following reasons for extending public water and/or sewer systems to properties in the Agricultural Zoning District, all of which apply to the Bayshore Campground:

“Section b. There exists a public or other community sanitary system that can practically and economically supply service to the parcel and its existing uses.” The onsite community system will serve an existing use of the property;

“Section c. The provision of such service will not result in material expansion, new lot creation or otherwise materially intensify the use of the property.” No material expansion or use of the property is proposed; and

“Section f. This policy shall not be interpreted to allow additional new development and/or material intensification of an existing use and is reserved for special circumstances to protect public health and the environment and not to foster development of residential, commercial, and/or industrial uses in this zoning district.” No residential, commercial or industrial uses are proposed.

Priority Funding Areas Review

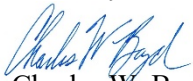
Pursuant to the State Finance and Procurement Article §5-7B-02, local jurisdictions are eligible to receive State financial assistance under certain programs, if the project is located within the PFA. The map amendment parcels are not currently designated as PFA, and do not appear to be eligible for PFA designation because the properties are not within the county’s Map 5 – Designated Growth Areas, page 32, nor zoned for a residential density of at least 3.5 du/acre.

Growth Tier Map Review

On Map 4 – Septic Tier Designations, page 26, Bayshore Campground is identified as Tier IV, areas served by onsite disposal systems which are located within a Priority Preservation Area. If this amendment is adopted by the county and approved by MDE, the tier map designation should remain the same.

If you have any questions or concerns regarding these comments, please contact David Dahlstrom, AICP, Regional Planner at david.dahlstrom@maryland.gov.

Sincerely,



Charles W. Boyd, AICP
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE
Tony Redman, DNR
Dwight Dotterer, MDA
Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, Planning

EXHIBIT A

4.5.12. Bayshore Campground, LLC

Bayshore Campground is a private campground located at 4228 Eastern Neck Rd, Rock Hall. The Campground provides seasonal public camping sites.

The recreational vehicle camp sites provide electric and water service. There are four holding tank dump sites on the property.

The Campground currently utilizes holding tanks for recreational vehicle pump outs and onsite flows generated by the onsite bathrooms and office. There are no laundry facilities. Holding tank sewage is pumped out by a local septic hauling service and transported to the Kent County Worton wastewater treatment facility for disposal.

The Campground is in the process of designing and obtaining approval from the Maryland Department of the Environment for a conventional on-site disposal system on 6 acres of the property. The design is proposed to utilize with an average daily flow of 12,000 gallons per day and a maximum design flow of 24,000 gallons per day to be able to discontinue hauling of holding tank sewage.

Bayshore Campground Amendment 7/28/2021

The Bayshore Campground is located on 57.86 acres. The Campground is a legal nonconforming use, which has been in continuous use since 1972. While the conditional use approval associated with the campground did not limit the number of campsites or outbuildings, the property owner agreed to limit intensification of the campground use to the existing 160 campsites and up to 248 campsites in any configuration of Recreational Vehicles (RV), campers, and/or tents. The *existing* 160 campsites may be located or relocated within the shaded area shown on the attached Exhibit A in any configuration of RVs, campers, or tents.

Any new campsites over 160 (up to 248 campsites) or campsites located outside of the grandfathered campsite area depicted on the shaded area in will require additional approvals from the local authorities.

Bayshore is proposing to convert from a wastewater holding tanks to an onsite sewage disposal system as contemplated by COMAR 26.04.02.02. This will include Best Available Technology for reduction of nutrients and a trench infiltration leachate field. Bayshore will also convert the on-site sewage collection system from centralized pumpout stations to a gravity collection system with individual connection points at each campsite. The collection system will discharge into a wastewater pumping station which will convey the wastewater to the treatment system.

The wastewater system is planned and being permitted for a 12,000 gallon per day (gpd) average daily flow and a 24,000 gpd maximum daily flow (MDF). The design capacity is based on 160 campsites at a maximum daily flow (a factor of 2 times the average daily flow) of 150 gallons per day per campsite. The system will include pre-treatment with nitrogen removal, low-pressure distribution, and a drainfield capable of dispersing at least 150% capacity of the MDF.

EXHIBIT A

The water system is capable of producing 24,000 gpd and is being permitted for an average daily flow of 12,000 gpd and a maximum month flow of 18,000 gpd.

Bayshore's development plans also include razing the existing bathhouse and constructing a new bathhouse beyond 100 feet of the mean high water that will be directly connected to the planned new onsite sewage disposal system.

The project will implement stormwater management best management practices to meet current state and local regulations. Bayshore will also construct a regional stormwater facility within the existing campground area to enhance water quality, which includes compliance with the critical area 10% pollutant removal requirement for stormwater management. The project will feature a forest edge along Eastern Neck Road to enhance the natural habitat of the forest stand on the east side of the road.

Figure 4.12rev. identifies the proposed sewerage service area for the campground and location of the treatment facility.

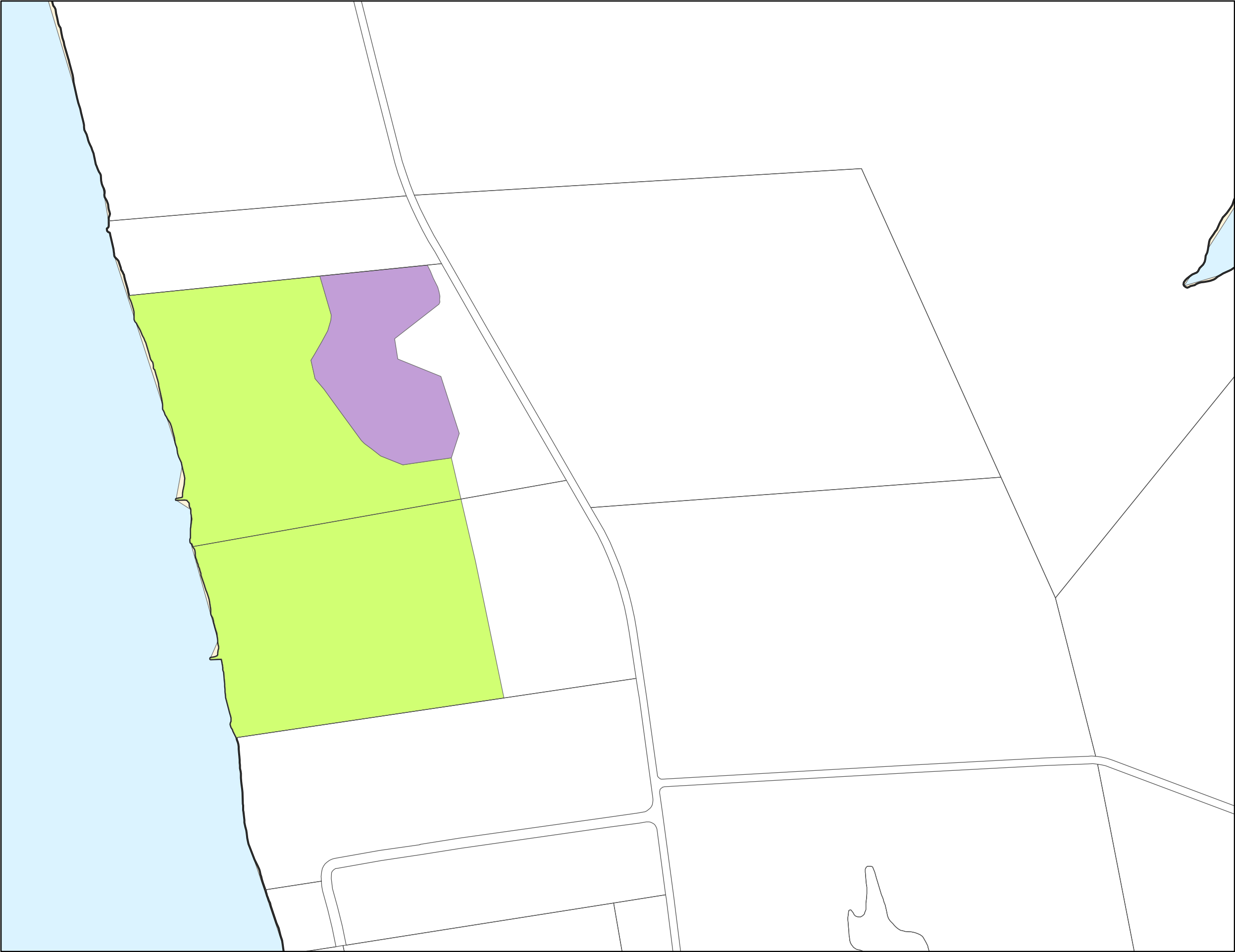


FIGURE 4-12 - Revised
BAYSHORE CAMPGROUND, LLC
SEWERAGE SERVICE AREA

- Legend**
- Proposed Service Area
 - Community Septic System

Kent County
Comprehensive Water and
Sewer Plan 2018



1 inch = 375 feet

Kent County Department of Planning,
Housing and Zoning. October 2018.
Revised June 2021

Testimony Log

PUBLIC HEARING

January 11, 2022

Comprehensive Water and Sewerage Plan Amendment Hearing – Bayshore Campground

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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Comprehensive Water and Sewerage Plan Amendment Hearing 1/11/2022 County Commissioners Meeting

Item Summary:

Ina Reed

ATTACHMENTS:

Description

11.30.21 Public Hearing Notice Ina Reed

MDE Draft Comments, Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request

10.05.21 Charles W. Boyd, AICP, Director, Planning Coordination, Maryland Department of Planning, Draft Kent County Master Water and Sewer Plan Amendments, Ina Reed, Tax Map 46, Parcels 22 and 46

Figure 3-2 Revised, Town of Rock Hall Water Treatment Plant and Water Service Area, Ina Reed

Figure 4-2 Revised, Town of Rock Hall Wastewater Treatment Plant and Sewerage Service Area

01.11.22 Testimony Log, Public Hearing, Comprehensive Water and Sewerage Plan Amendment Hearing, Ina Reed

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

NOTICE OF PUBLIC HEARING

Pursuant to the requirements of the Environment Section, Title 9, Subtitle 5, Section 9-503 of the Annotated Code of Maryland, the County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, January 11, 2022, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is for reviewing and receiving comments on the proposed Amendment to the Kent County Comprehensive Water and Sewerage Plan for Ina Reed.

The proposed amendment is to include the property identified as Tax Map 46, Parcel 46 in the planned water and sewer service area for Edesville Rock Hall. The Amendment would allow the allocation of one and only one water and sewer allocation for a single-family home on Parcel 46. The allocation would be transferred from the property identified as Tax Map 46, Parcel 22 and this property would be permanently removed from the water and sewer service area map.

The proposed amendment to the Comprehensive Water and Sewerage Plan may be examined at the following locations: Water and Wastewater Division, 709 Morgnec Road, Chestertown, and County Commissioners' Office, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Monday – Friday from 8:30 a.m. – 4:30 p.m.; or the Kent County Public Library, 408 High Street, Chestertown, Maryland.

The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing, and it will include a unique call-in number. Citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at 410-778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on January 7, 2022.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



Sondra M. Blackiston, Clerk

PUBLISH: KCN 12/23/21, 12/30/21

cc: Michael Moulds, PE, Director of Public Works
Ina Reed, Applicant



MDE DRAFT Comments – Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore
Campground and Ina Reed Allocation Request
MDE Comments
10/27/2021

DISCLAIMER: Below are MDE's Comments on the Kent County, Draft 2021 Water and Sewer Plan Amendments for the Bayshore Campground and Ina Reed Allocation Request, additional comments may be sent under a separate cover.

Bayshore Campground:

General Comments:

Please be aware that the proposed service area for the OSDS lies within the Critical Area. Additionally, after this amendment is approved, the Bayshore Campground still requires a groundwater discharge permit to operate the OSDS.

Specific Comments:

Figure 4-12: Please include the street names on the map, as well as the Tax Map and Parcel numbers so that the exact service area may be located on other maps.

Ina Reed Allocation:

General Comments:

Figure 4-2: The County might consider mapping the boundary around the proposed single family home (SFH) on Parcel 46 and identifying it as having an allocation of 1 EDU. The intent is to clarify the service areas shown on the map, showing that the rest of Parcel 46 does not have a wastewater allocation.

The Maryland Department of Planning Comments (MDP):

MDP recommends that upon approval on the Ina Reed Allocation, that Parcel 22 be identified as Tier IV and Parcel 46 be identified as Tier I-A on the Kent County Growth Tier Map. Please see the attached documents for the full write-up of MDP's comments.



Maryland DEPARTMENT OF PLANNING

October 5, 2021

Ms. Dinorah Dalmasy, Integrated Water Planning Program
Maryland Department of the Environment
Water and Science Administration
1800 Washington Boulevard
Baltimore, Maryland 21230

Re: Draft Kent County Master Water and Sewer Plan Amendments
Ina Reed (Tax Map 46, Parcels 22 and 46)

Dear Ms. Dalmasy:

Thank you for providing the Maryland Department of Planning (Planning) with a copy of the Ina Reed amendment to the Kent County Water and Sewer Master Plan. Planning has reviewed the above-referenced water and sewer plan amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2) and find the adopted revisions to be consistent with the 2018 Kent County Comprehensive Plan. Below is a summary of the draft Water and Sewer Plan (WSP) changes and our review comments regarding consistency, Priority Funding Areas (PFA), and Growth Tiers for your use in the approval process.

Summary of Revisions

The amendment proposes to exchange the available water and sewer allocation (one), along a Denied Access Main, from Parcel 22 to proximate Parcel 46. Both properties are owned by the same party.

Comments

1. Parcel 22 is 0.078 acres in size, while Parcel 46 is 150 acres in size. Only one allocation is proposed to be swapped in this amendment; however, the designation of the entire 150 acres of Parcel 46, as “Existing County Service,” may inadvertently signal that more residential development and additional sewer allocation is contemplated. Planning recommends that a much smaller area, generally associated with a minimum lot size for a residential lot in the Agricultural Zoning District, be identified on the following maps:

- Figure 3, Kent County Water Service Area;
- Figure 3-2, Town of Rock Hall Water Treatment Plant and Service Areas;
- Figure 4, Kent County Sewerage Service Area;

- Figure 4-2, Town of Rock Hall Wastewater Treatment Plant and Sewerage Service Areas, as “Existing County Service.”

Pursuant to Section 1.4.6.B.2, the area to be served should be contiguous to the right-of-way containing the service main, or Lover’s Lane. The balance of Parcel 46 should not be classified as a future water or sewer service area. It should be noted that the balance of Parcel 46 would continue to be eligible to apply for minor subdivision, utilizing onsite disposal systems.

Additionally, Section 3.5.2.1, Edesville Water Service Area (page 3-7); Section 4.5.2.4, Edesville (page 4-8); Appendix 4.F, Edesville Service Area Map; Section 3.3.2.4, Edesville Service Area; and Section 4.2.2.4, Edesville Service Area, should be amended to note the change in allocation from Parcel 22 to Parcel 46, and include the map changes, as noted above.

2. According to the draft application, Parcel 22, with an existing sewer allocation, is not of sufficient in lot size to be developed for residential use. If Kent County cannot approve a dwelling unit on a parcel 3,400 square feet in size, with sewer, then the parcel, without a sewer allocation, will have few allowable uses. The WSP should be clear that the sewer allocation for Parcel 22 has been transferred to Parcel 46 and development potential is limited.

In addition, Section 1.4.6.B.1, Denied Access Facilities, which states in part, “access to a denied access line is prohibited...unless the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements,” should be expanded to indicate that a lot of record must be a minimum of two acres, or the minimum lot area needed to meet the septic requirements. For example, unless the connection is to an unimproved lot of record, of at least two acres in size, that can demonstrate it is buildable by passing all other on-site well and septic requirements. This change is recommended because Parcel 22 is less than two acres in size, the minimum necessary to accommodate an onsite septic system. This would help clarify that the allocation has been transferred from Parcel 22 and that it is too small to meet the well and septic tank requirements.

Consistency with the Comprehensive Plan

To meet the requirements of Environment Article Section 9-507 (b)(2), Planning reviews and comments regarding consistency with the local comprehensive plan on any future activities that provide water and sewer service and related infrastructure to properties which are currently not planned for water and sewer service within the WSP, or which propose new water or sewer service areas to facilitate future water or sewer service (such as a capital improvement project).

Therefore, Planning finds the amendment to remove the allocation to Parcel 22 to Parcel 46 consistent with the Kent County Comprehensive Plan, specifically:

Comprehensive Plan Countryside Element, pages 45-46, Goal Strategy 5 – Retain the Agricultural Zoning District, states the following reasons for extending public water and/or sewer systems to properties in the Agricultural Zoning District, all of which apply to the proposed amendment:

“Section b. There exists a public or other community sanitary system that can practically and economically supply service to the parcel and its existing uses”; because the denied access main is planned.

“Section c. The provision of such service will not result in material expansion, new lot creation or otherwise materially intensify the use of the property”; because the single allocation will not result in an intensity of use of the property; and

“Section f. This policy shall not be interpreted to allow additional new development and/or material intensification of an existing use and is reserved for special circumstances to protect public health and the environment and not to foster development of residential, commercial, and/or industrial uses in this zoning district”; because the single allocation will not result in additional residential, commercial, or industrial uses.

Priority Funding Areas Review

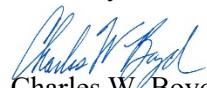
Pursuant to the State Finance and Procurement Article §5-7B-02, local jurisdictions are eligible to receive State financial assistance under certain programs, if the project is located within the PFA. The map amendment parcels are not currently designated as PFA, and do not appear to be eligible for PFA designation because the properties are not within the county’s Map 5 – Designated Growth Areas, page 32, nor zoned for a residential density of at least 3.5 du/acre.

Growth Tier Map Review

On Map 4 – Septic Tier Designations, page 26, Parcel 22 is identified as Tier I-A, an area currently served by public sewer but not considered a growth area. Parcel 46 is identified as Tier IV, areas served by onsite disposal systems which are located within a Priority Preservation Area. Upon approval of this amendment, Parcel 22 should be identified as Tier IV, and Parcel 46 should be identified as Tier I-A on the Kent County Growth Tier Map.

If you have any questions or concerns regarding these comments, please contact David Dahlstrom, AICP, Regional Planner at david.dahlstrom@maryland.gov.

Sincerely,



Charles W. Boyd, AICP
Director, Planning Coordination

cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE
Tony Redman, DNR
Dwight Dotterer, MDA
Jason Dubow; Joseph Griffiths; Sylvia Mosser; David Dahlstrom; and Cassandra Malloy, Planning

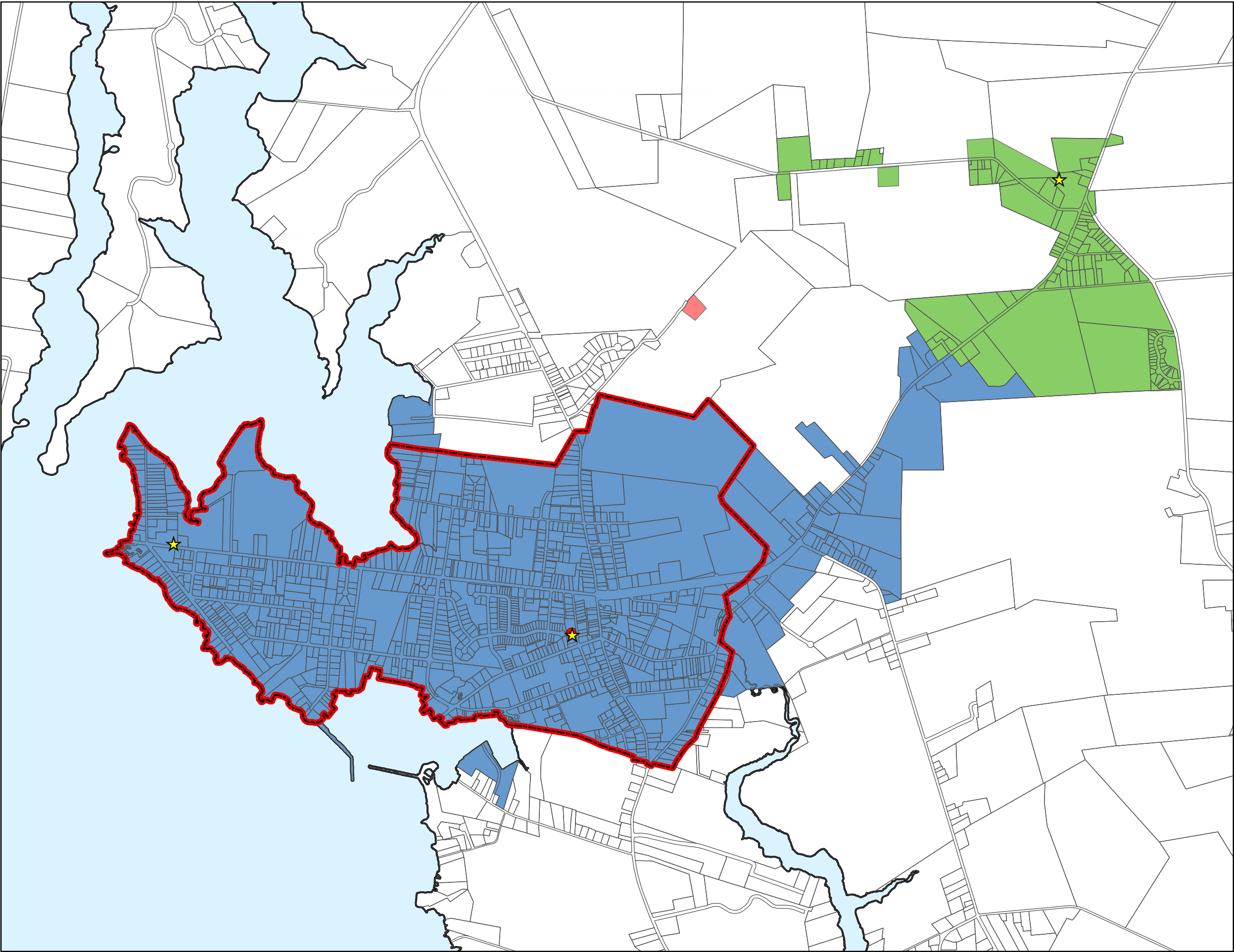


FIGURE 3-2 - Revised

**TOWN OF ROCK HALL
WATER TREATMENT PLANT &
WATER SERVICE AREA**

- Legend**
- ★ Water Tower
 - Treatment Plant
 - Existing Town Service
 - Existing County Service
 - Planned County Service
 - Incorporated Town
 - County Boundary

NOTES:
Includes Edesville and Wesley Chapel
Corridor Water Service Areas

Kent County
Comprehensive Water & Sewer Plan
2018



1 inch = 1,500 feet

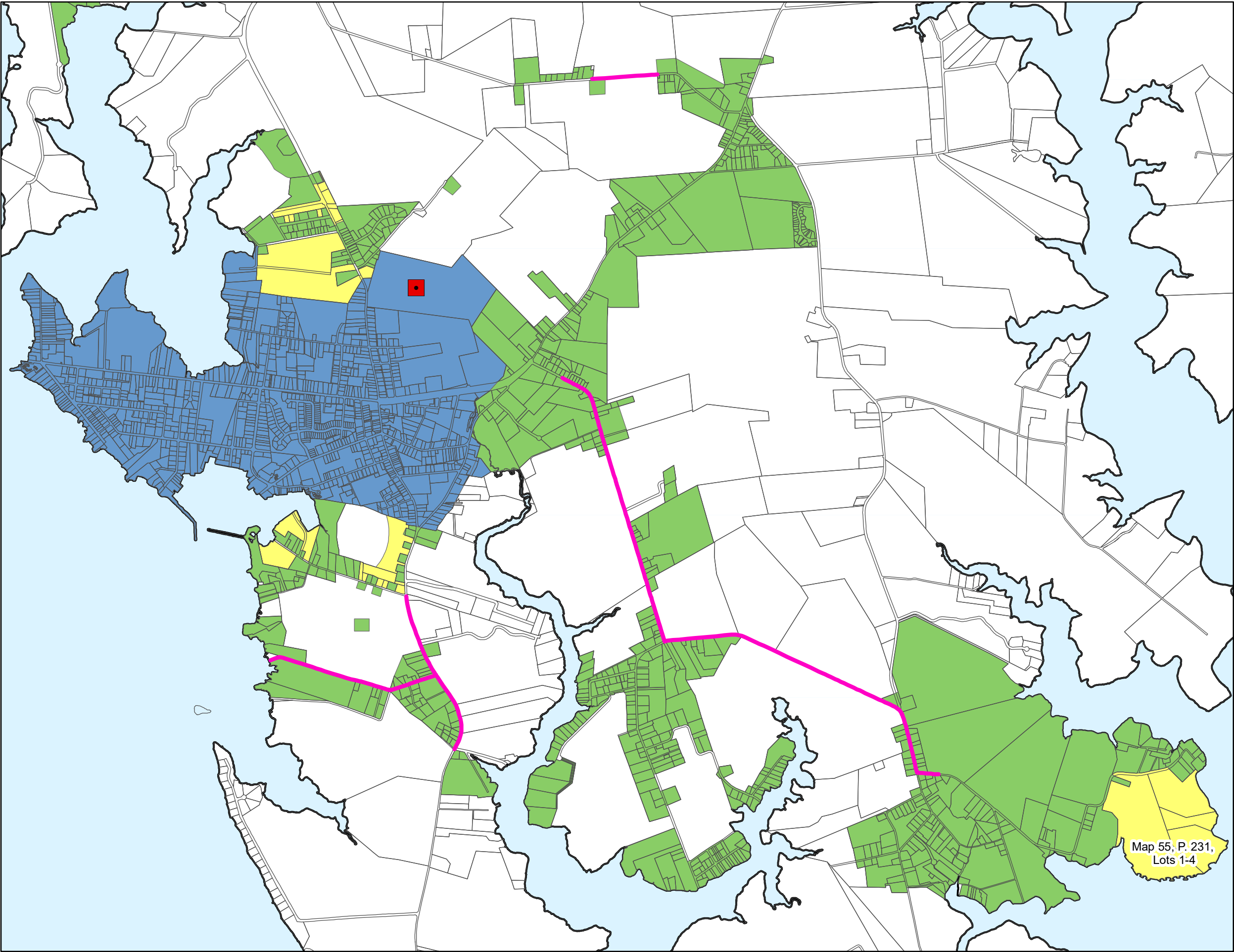


FIGURE 4-2 Revised

**TOWN OF ROCK HALL
WASTEWATER TREATMENT PLANT
AND SEWERAGE SERVICE AREA**

- Legend**
- Treatment Plant
 - Denied Access Force Main
 - Existing Town Service
 - Existing County Service
 - Planned County Service
 - Town Boundary

NOTES:
Includes the following service areas:
Allen's Lane
Green Lane and Spring Cove
Piney Neck/Skinner's Neck/Wesley Chapel
Edesville

REVISED MAY 2020
Map 55, Parcel 231, Lots 1-4
added to Planned Service Area

Kent County
Comprehensive Water & Sewer Plan
2018



1 inch = 2,000 feet

Kent County Department of Planning,
Housing and Zoning. September 2018.
Revised August 2021.

Testimony Log

PUBLIC HEARING

January 11, 2022

**Comprehensive Water and Sewerage Plan Amendment Hearing –
Ina Reed**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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**Resolution 2022-01, A Resolution Pertaining to an Amendment to the
Kent County Comprehensive Water and Sewerage Plan, 2018 Update to
Include Onsite Sewer Service for the Bayshore Campground
1/11/2022
County Commissioners Meeting**

Item Summary:

Amendment to the Comprehensive Water and Sewerage Plan

ATTACHMENTS:

Description

01.11.22 Resolution 2022-01, A Resolution Pertaining to an Amendment to the Kent County Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for the Bayshore Campground

RESOLUTION 2022-01

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**A RESOLUTION PERTAINING TO AN AMENDMENT TO THE KENT COUNTY
COMPREHENSIVE WATER AND SEWERAGE PLAN, 2018 TO INCLUDE ONSITE
SEWER SERVICE FOR THE BAYSHORE CAMPGROUND**

WHEREAS, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a County plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018; and

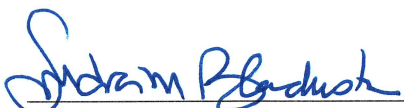
WHEREAS, the Kent County Planning Commission discussed the proposed plan amendment on March 4, 2021 and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan; and

WHEREAS, after due notice was published, the County Commissioners conducted a public hearing on January 11, 2022, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited.

NOW, THEREFORE, BE IT RESOLVED, after considering the evidence which had been presented at the public hearing regarding the proposed amendment, the County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include onsite sewer service for the Bayshore Campground as set forth in Exhibit A and Figure 4-12 revised attached hereto and made a part hereof.

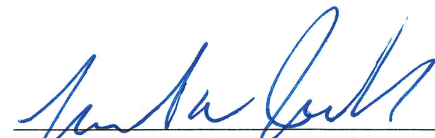
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

ADOPTED: January 11, 2022

EXHIBIT A

4.5.12. Bayshore Campground, LLC

Bayshore Campground is a private campground located at 4228 Eastern Neck Rd, Rock Hall. The Campground provides seasonal public camping sites.

The recreational vehicle camp sites provide electric and water service. There are four holding tank dump sites on the property.

The Campground currently utilizes holding tanks for recreational vehicle pump outs and onsite flows generated by the onsite bathrooms and office. There are no laundry facilities. Holding tank sewage is pumped out by a local septic hauling service and transported to the Kent County Worton wastewater treatment facility for disposal.

The Campground is in the process of designing and obtaining approval from the Maryland Department of the Environment for a conventional on-site disposal system on 6 acres of the property. The design is proposed to utilize with an average daily flow of 12,000 gallons per day and a maximum design flow of 24,000 gallons per day to be able to discontinue hauling of holding tank sewage.

Bayshore Campground Amendment 7/28/2021

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Any new campsites over 160 (up to 248 campsites) or campsites located outside of the grandfathered campsite area depicted on the shaded area in will require additional approvals from the local authorities.

Bayshore is proposing to convert from a wastewater holding tanks to an onsite sewage disposal system as contemplated by COMAR 26.04.02.02. This will include Best Available Technology for reduction of nutrients and a trench infiltration leachate field. Bayshore will also convert the on-site sewage collection system from centralized pumpout stations to a gravity collection system with individual connection points at each campsite. The collection system will discharge into a wastewater pumping station which will convey the wastewater to the treatment system.

The wastewater system is planned and being permitted for a 12,000 gallon per day (gpd) average daily flow and a 24,000 gpd maximum daily flow (MDF). The design capacity is based on 160 campsites at a maximum daily flow (a factor of 2 times the average daily flow) of 150 gallons per day per campsite. The system will include pre-treatment with nitrogen removal, low-pressure distribution, and a drainfield capable of dispersing at least 150% capacity of the MDF.

EXHIBIT A

The water system is capable of producing 24,000 gpd and is being permitted for an average daily flow of 12,000 gpd and a maximum month flow of 18,000 gpd.

Bayshore's development plans also include razing the existing bathhouse and constructing a new bathhouse beyond 100 feet of the mean high water that will be directly connected to the planned new onsite sewage disposal system.

The project will implement stormwater management best management practices to meet current state and local regulations. Bayshore will also construct a regional stormwater facility within the existing campground area to enhance water quality, which includes compliance with the critical area 10% pollutant removal requirement for stormwater management. The project will feature a forest edge along Eastern Neck Road to enhance the natural habitat of the forest stand on the east side of the road.

Figure 4.12rev. identifies the proposed sewerage service area for the campground and location of the treatment facility.

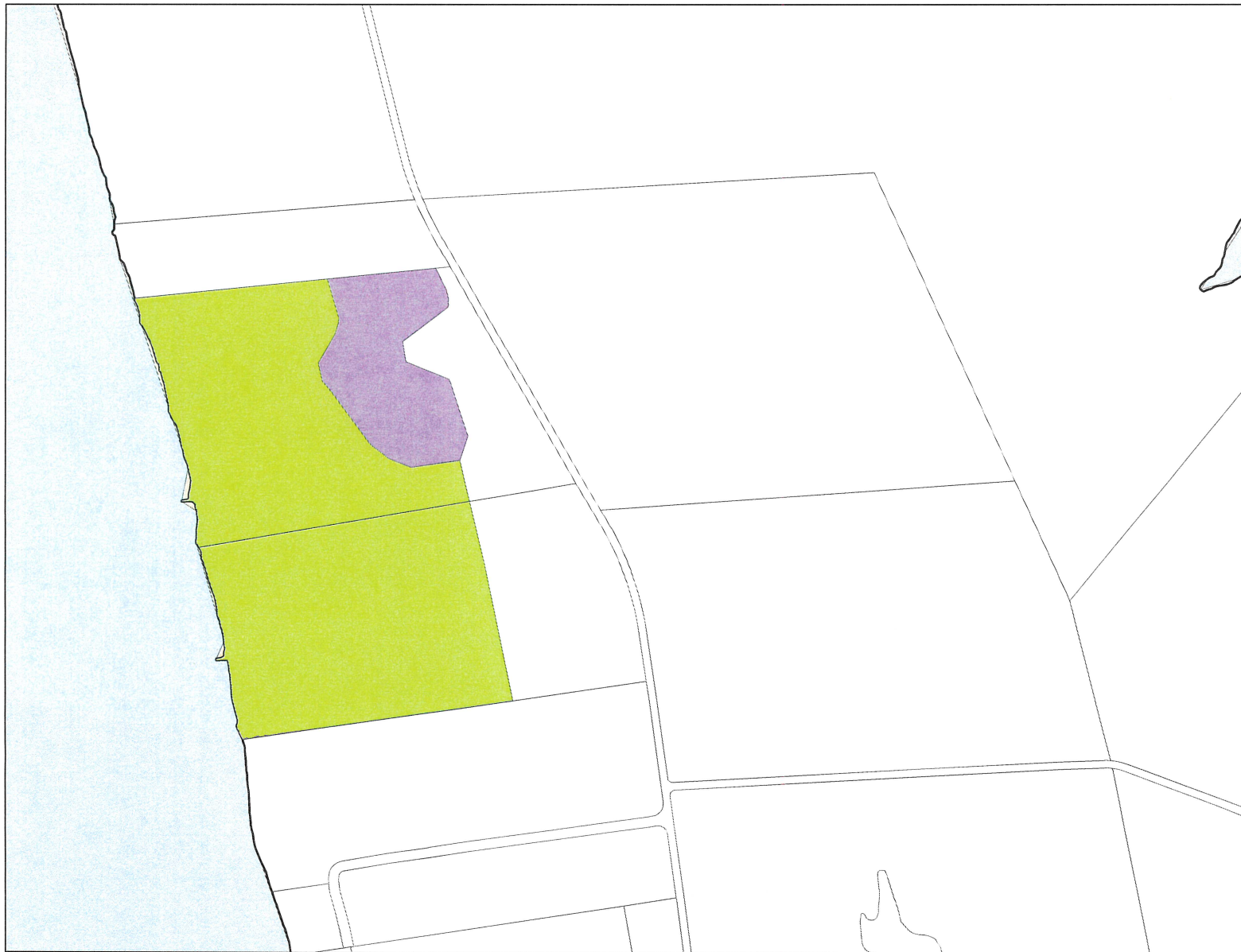


FIGURE 4-12 - Revised
BAYSHORE CAMPGROUND, LLC
SEWERAGE SERVICE AREA

Legend

-  Proposed Service Area
-  Community Septic System

Kent County
Comprehensive Water and
Sewer Plan 2018



1 inch = 375 feet

This document was developed in color. Reproduction in B/W may not represent the data as intended.

Kent County Department of Planning,
Housing and Zoning, October 2018.
Revised June 2021



**Resolution 2022-02, A Resolution Pertaining to an Amendment to the
Kent County Comprehensive Water and Sewerage Plan, 2018 Update to
Include Onsite Sewer Service for Ina Reed Parcel 46**

1/11/2022

County Commissioners Meeting

Item Summary:

Amendment to the Comprehensive Water and Sewerage Plan

ATTACHMENTS:

Description

01.11.22 Resolution 2022-02, A Resolution Pertaining to an Amendment to the Kent County Comprehensive Water and Sewerage Plan, 2018 Update to Include Onsite Sewer Service for Ina Reed Parcel 46

RESOLUTION 2022-02

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**A RESOLUTION PERTAINING TO AN AMENDMENT TO THE KENT COUNTY
COMPREHENSIVE WATER AND SEWERAGE PLAN, 2018 TO INCLUDE WATER
AND SEWER SERVICE FOR INA REED PARCEL 46**

WHEREAS, pursuant to Title 9, Subtitle 5 of the Environmental Article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a County plan addressing water supply systems and sewerage systems and has heretofore adopted the Kent County Comprehensive Water and Sewerage Plan, 2018; and

WHEREAS, the Kent County Planning Commission discussed the proposed plan amendment on August 5, 2021 and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan; and

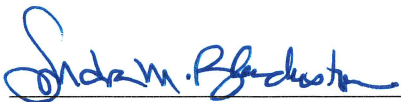
WHEREAS, after due notice was published, the County Commissioners conducted a public hearing on January 11, 2022, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited; and

NOW, THEREFORE, BE IT RESOLVED, after considering the evidence which had been presented at the public hearing regarding the proposed amendment, the County Commissioners of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include public sewer and water service for Parcel 46 and remove Parcel 22 from the Existing County Service Area in the Town of Rock Hall Service Area as set forth in Figures 3-2 revised and 4-2 revised attached hereto and made a part hereof.

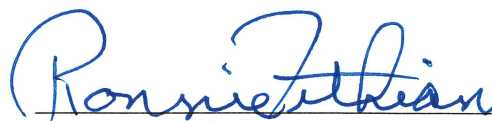
BE IT FURTHER RESOLVED, Parcel 46 is limited to and will only have one (1) allocation transferred from Parcel 22 and any access to public water and sewer is to be denied to any future lots that maybe subdivided.

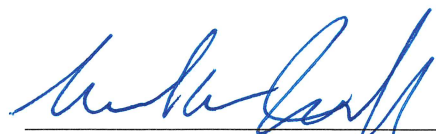
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

ADOPTED: January 11, 2022

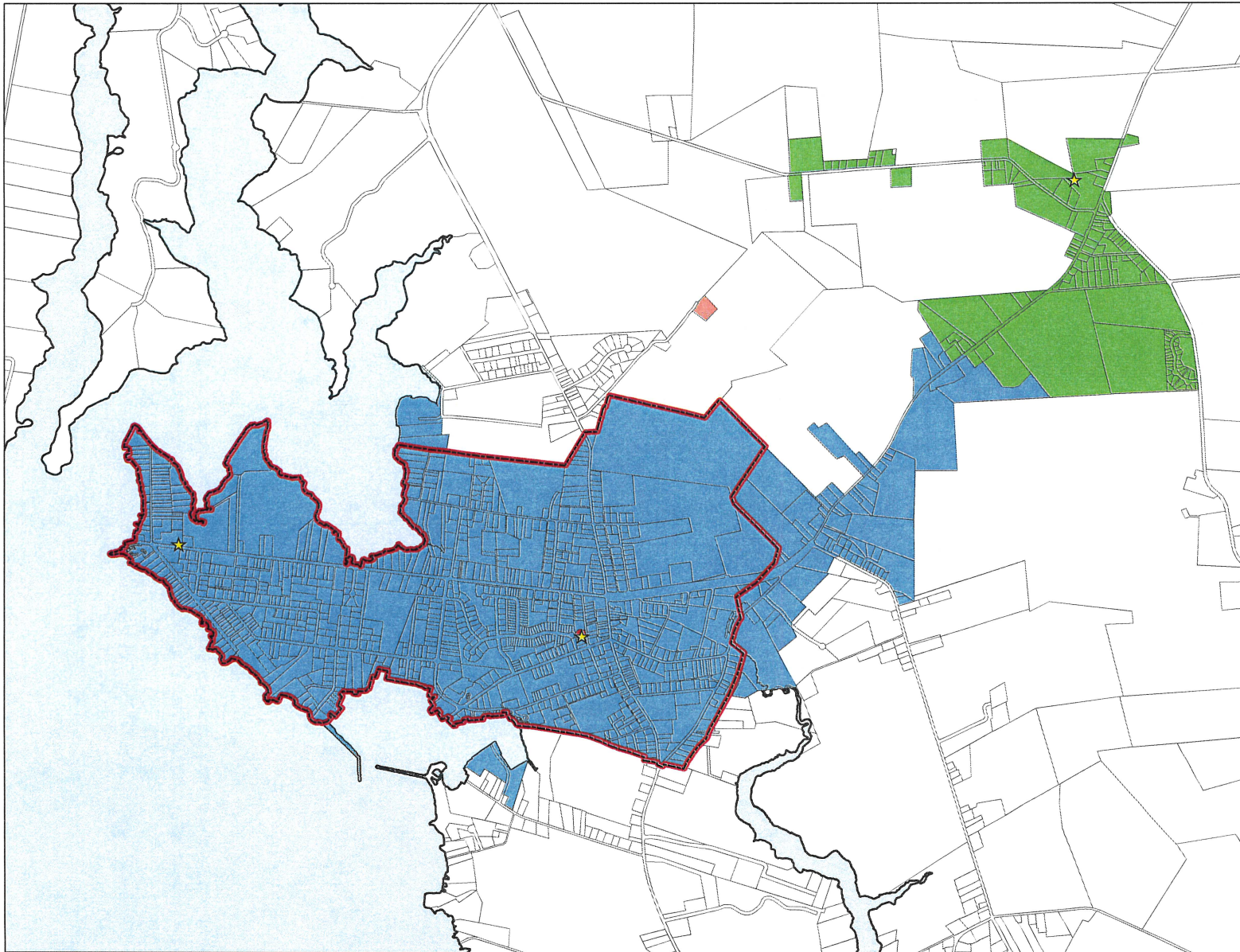


FIGURE 3-2 - Revised
TOWN OF ROCK HALL
WATER TREATMENT PLANT &
WATER SERVICE AREA

Legend

- ★ Water Tower
- Treatment Plant
- Existing Town Service
- Existing County Service
- Planned County Service
- Incorporated Town
- County Boundary

NOTES:
 Includes Edesville and Wesley Chapel
 Corridor Water Service Areas

Kent County
 Comprehensive Water & Sewer Plan
 2018



1 inch = 1,500 feet

Kent County Department of Planning,
 Housing and Zoning, September 2018.
 Revised August 2021.

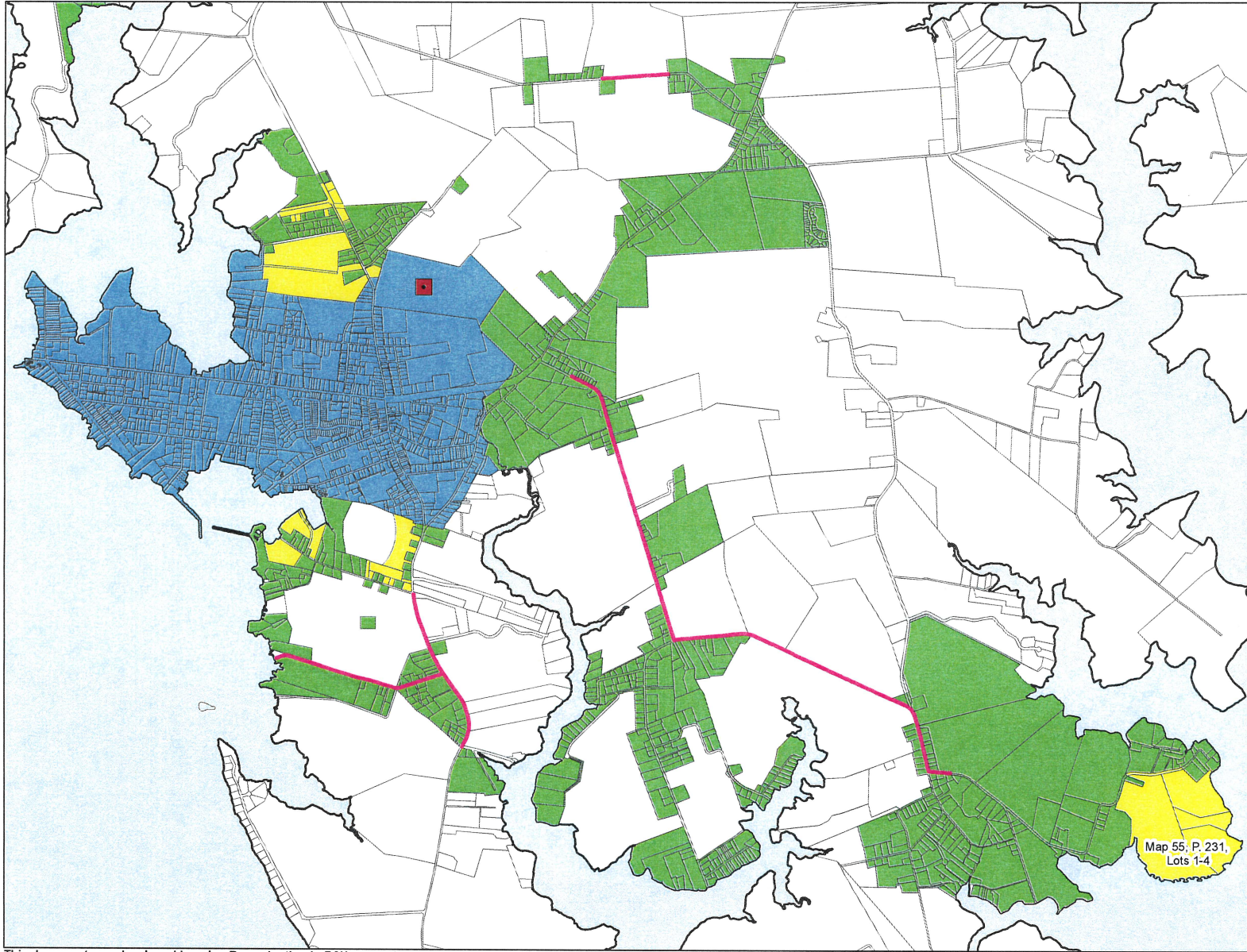


FIGURE 4-2 Revised
TOWN OF ROCK HALL
WASTEWATER TREATMENT PLANT
AND SEWERAGE SERVICE AREA

- Legend**
- Treatment Plant
 - Denied Access Force Main
 - Existing Town Service
 - Existing County Service
 - Planned County Service
 - Town Boundary

NOTES:
 Includes the following service areas:
 Allen's Lane
 Green Lane and Spring Cove
 Piney Neck/Skinner's Neck/Wesley Chapel
 Edesville

REVISED MAY 2020
 Map 55, Parcel 231, Lots 1-4 were
 added to Planned Service Area

Kent County
 Comprehensive Water & Sewer Plan
 2018



1 inch = 2,000 feet

Kent County Department of Planning,
 Housing and Zoning, September 2018.
 Revised August 2021.



Engineering - Building Maintenance 1/11/2022 County Commissioners Meeting

Item Summary:

County Buildings HVAC Control System Upgrade

ATTACHMENTS:

Description

HVAC Meta System Graphic

01.11.22 Johnson Controls Proposal, Sourcewell Contract #030817, Upgrade Detention Center, 400 High Street, Court House, and Main Computer Controls, Controls Upgrade

DO MORE FROM MORE PLACES

Web accessible
Completely mobile-optimized
Full capabilities from tablets,
laptops and phones



40% of building operators
rely on mobile devices

WORK FASTER AND SMARTER

Easy space-based navigation
Organized for speed



ONLY
5 MINUTES
TO LEARN!

Intuitive design
reduces learning time

FORGET MEMORIZATION!

Which equipment serves
which spaces?
Displays it clear as day



Trouble-free
troubleshooting

SPACE-BY-SPACE STATUS INFO

Shows exactly where
problems are occurring
Lists items in alarm,
overridden or offline.



Requires **86%**
fewer clicks than
hardware-based
interfaces



Continuous Security Improvements

- ✓ Follows industry and government best practices
 - Enhanced secure password management
 - Dormant user account reporting

COMPARE AND SOLVE

Single-view
equipment summary
Easily compare performance



Solve problems
faster!



Increased Interoperability

- ✓ Better BACnet support for openness and ease of integrations



Proposal

Date: 01/04/2022

812 First State Blvd.
Wilmington, DE. 19804
Phone 267-473-6778

To: Mike Moulds
Kent County Commissioners
709 Morgnec Road
Chestertown, MD 21620

From: David John Ficoturo
812 First State Blvd.
Wilmington, DE. 19804

SOURCEWELL CONTRACT #030817

Project: County Controls Upgrade
709 Morgnec Road
Chestertown, MD. 21620
UPGRADE DETENTION CENTER-400 HIGH
STREET-COURTHOUSE- AND MAIN
COMPUTER CONTROLS

Scope of Work – CONTROLS UPGRADE

Johnson Controls is pleased to provide the following scope of work and pricing for controls integration UPGRADE DETENTION CENTER – 400 HIGH STREET – COURTHOUSE – AND MAIN COMPUTER CONTROLS PROJECT. No additional documents acknowledged in this scope.

1. Surveyed electrical and controls for (existing conditions). Perform system backup on existing controls. Download for upgrading.
2. Install control panel in mechanical rooms at Detention Center - 400 High Street – and Courthouse to house new controllers and expansion modules.
3. Provide new EMT conduits when necessary and reuse when possible. Provide conduit from existing panel to new panel.
4. Wire and connect to new SNE controller quantity three (3) and expansion modules quantity three (3).
5. Provide application and data server software bundle.
6. Provide point to point checkout and self-performed commissioning.
7. Provide Metasys controls start-up, programming, testing and checkout.
8. Provide a one-year warranty on all Johnson Controls provided material and labor.

Exclusions & Clarifications (applies to all sections)

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes any demolition work unless noted otherwise in this proposal.
3. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
4. Start-up and/or verification of factory-installed controls to be provided by others.
5. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
6. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
7. Excludes liquidated damages.
8. All invoices are net thirty (30) days.
9. Exclude DDC upgrades for existing equipment.
10. Exclude DDC integration & graphics to Metasys Server.
11. Excludes start up and or verification of factory-installed controls, to be provided by others.
12. Excludes any work or services associated or connected with identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances including but not limited to asbestos or PCB's.
13. Excludes control or connection to any smoke detectors or fire alarm systems.
14. **Excludes any and all items not specifically mentioned in the document above.**
15. **Excludes air and or water testing and balancing.**
16. **Excludes system monitor.**
17. **Computer to be supplied by customer. Operating requirements will be supplied for computer.**

Pricing

Pricing\$102,948.00

Signatures

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

P. Thomas Mason

Signature

**This proposal is Valid for
25 Calendar days**

Signature

Company: County Commissioners of Kent County

Name: P. Thomas Mason

PO #:

Date: 1/11/22

Name: David John Ficoturo

Title: HVAC Account Representative

SOURCEWELL CONTRACT # 030817

Standard Terms and Conditions – U.S.A.

(1) AGREEMENT AND LIMITATIONS. This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) PATENTS. Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright,

trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

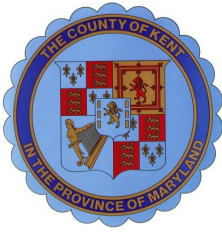
(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



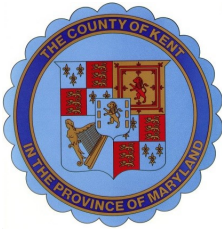
Mike Moulds, Director, Public Works
1/11/2022
County Commissioners Meeting

Item Summary:

Fairlee Clariflocculator Project, Change Order #1

ATTACHMENTS:

Description



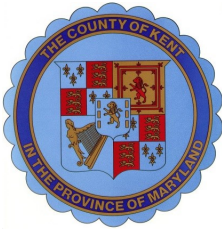
Mike Moulds, Director, Public Works
1/11/2022
County Commissioners Meeting

Item Summary:

Fairlee Clariflocculator Project, Change Order #2

ATTACHMENTS:

Description



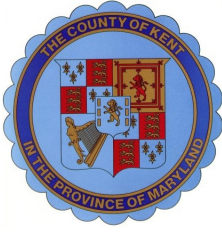
**Detention Center
1/11/2022
County Commissioners Meeting**

Item Summary:

Correctional Officer Vacancies

ATTACHMENTS:

Description



COVID 19 Vaccination and Testing Mandate Policy 1/11/2022 County Commissioners Meeting

Item Summary:

Vaccination and Testing Mandate Policy

ATTACHMENTS:

Description

Support Documents

The County Commissioners of Kent County Maryland Vaccination, Testing, and Face Covering Policy

Purpose:

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. The County Commissioners of Kent County, MD encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

Scope:

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of The County Commissioners of Kent County, except for employees who do not report to a workplace where other individuals (such as co-workers or customers) are present; employees while working exclusively from home; and employees who work exclusively outdoors.

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated will be required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace. Weekly COVID-19 testing shall be at the employee's expense and on their own time. Testing can be performed at public testing facilities (State coordinated drive through locations, Health Departments, etc.), medical facilities (hospitals, urgent care centers, clinics, doctor's offices, laboratories, pharmacies, etc.), and rapid tests will be accepted- however the test must be performed in the presence of the employee's supervisor.

*Some employees **may be required** to have or obtain a COVID-19 vaccination as a term and condition of employment at The County Commissioners of Kent County, due to their specific job duties (e.g., public facing positions). Employees subject to mandatory vaccination requirements should follow all relevant vaccination procedures in this policy and are not given the choice to choose testing and face covering use in lieu of vaccination. **(As of the drafting of this policy, NO EMPLOYEE IS CURRENTLY REQUIRED TO BE VACCINATED AS A TERM OF OR CONDITION OF EMPLOYMENT AT THE COUNTY COMMISSIONERS OF KENT COUNTY.)***

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees not in compliance with this policy will be subject to discipline. Employee Handbook Section 4: "We expect [employees] to follow work rules and conduct [themselves] in ways that protect the interests and safety of all employees and Kent County... Employees who violate the work rules are subject to disciplinary action, up to and including termination."

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by submitting a request in writing to Human Resources. All such requests will be handled in accordance with applicable laws and regulations and the County Employee Handbook.

Procedures:

Overview and General Information

Vaccination

Any Kent County employee that chooses to or is required to be vaccinated against COVID-19 must be fully vaccinated no later than January 4, 2022. Any employee not fully vaccinated by January 4, 2022 will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated by January 4, 2021, an employee must:

- *Obtain the first dose of a two-dose vaccine no later than December 4, 2021; and the second dose no later than January 4, 2022; or*
- *Obtain one dose of a single dose vaccine no later than January 4, 2022.*

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two-dose vaccine. The cost of vaccination is covered by our CIGNA Health Insurance.

Testing and Face Coverings

All employees who are not fully vaccinated as of January 4, 2022 will be required to undergo weekly COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

Vaccination Status and Acceptable Forms of Proof of Vaccination

Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted via email (hr@kentgov.org) or in-person at the HR office.

Acceptable proof of vaccination status is:

1. *The record of immunization from a health care provider or pharmacy;*
2. *A copy of the COVID-19 Vaccination Record Card;*

3. *A copy of medical records documenting the vaccination.*
4. *A copy of immunization records from a public health, state, or tribal immunization information system; or*
5. *A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).*
6. *A rapid test result performed in the presence of the employee's supervisor.*

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the County will still accept the state immunization record as acceptable proof of vaccination.

All Employees

All employees, both vaccinated and unvaccinated, must inform the County of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

<i>Vaccination Status</i>	<i>Instructions</i>	<i>Deadline(s)</i>
<i>Employees who are fully vaccinated.</i>	<i>Submit proof of vaccination that indicates full vaccination.</i>	<i>January 4, 2022</i>
<i>Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).</i>	<i>Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.</i>	<i>December 4, 2021</i>
<i>Employees who are not vaccinated.</i>	<i>Submit statement that you are unvaccinated but are planning to receive a vaccination by the deadline.</i>	<i>December 1, 2021</i>
	<i>Submit statement that you are unvaccinated and not planning to receive a vaccination.</i>	<i>December 1, 2021</i>

Supporting COVID-19 Vaccination

An employee may take up to four hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four hours to get the vaccine must send their Director and Human Resources an email documenting the reason for the additional time (e.g., they may need to travel long distances to get the vaccine, long queues at the testing location, etc.). Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave (e.g.- sick leave) to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two workdays of sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevents them from working. Employees who have no accrued sick leave will be granted up to two days of paid sick leave immediately following each dose if necessary.

The following procedures apply for requesting and granting duty time to obtain the COVID-19 vaccine or sick leave to recover from side effects: employees are required to notify their Director or Division Chief in advance of scheduling their vaccination to ensure adequate coverage exists to cover shifts that the employee could potentially miss due to obtaining or recovering from the vaccination.

Employee Notification of COVID-19 and Removal from the Workplace

The County will require employees to promptly notify their Director or Division Chief AND Human Resources when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider. A copy of a positive test for COVID-19 or a letter from the employee's health provider must be submitted to document such a diagnosis. An employee will be required to use their available accrued paid time off to cover absences related to a positive COVID-19 diagnosis.

Medical Removal from the Workplace

The County has also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. The County will immediately remove an employee from the workplace if they have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately sending an employee home or to seek medical care, as appropriate).

Return to Work Criteria

For any employee removed because they are COVID-19 positive, the County will keep them removed from the workplace until the employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing; meets the return to work criteria in CDC's "Isolation Guidance"; or receives a recommendation to return to work from a licensed healthcare provider.

Under CDC's "Isolation Guidance," (Revised Monday December 27, 2021) asymptomatic employees may return to work once 10 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:

- At least 5 days have passed since symptoms first appeared, and*
- At least 24 hours have passed with no fever without fever-reducing medication, and*
- Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation), and*
- Strick mask use for a minimum of 5 days.*

If an employee has severe COVID-19 or an immune disease, the County will follow the guidance of a licensed healthcare provider regarding return to work.

COVID-19 Testing

All employees who are not fully vaccinated will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven calendar days:

(A) must be tested for COVID-19 at least once every seven calendar days; and

(B) must provide documentation of the most recent COVID-19 test result to Human Resources no later than the seventh day following the date on which the employee last provided a test result.

(C) must be tested on their own time, and at their own expense.

Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):

(A) must be tested for COVID-19 within seven calendar days prior to returning to the workplace; and

(B) must provide documentation of that test result to Human Resources upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a negative test result.

Employees who have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

Face Coverings

The County will require all employees who are not fully vaccinated to wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

The following are exceptions to the County's requirements for face coverings:

- 1. When an employee is alone in a room with floor to ceiling walls and a closed door.*

2. *For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.*
3. *When an employee is wearing a respirator or facemask.*
4. *Where the County has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).*

New Hires:

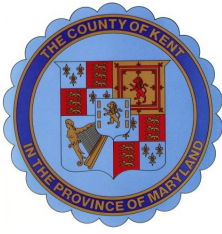
All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment. Proof of vaccination must be provided prior to their scheduled start date.

Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

Questions:

Please direct any questions regarding this policy to Human Resources.



Public Works - Building Maintenance 1/11/2022 County Commissioners Meeting

Item Summary:

Building Maintenance Worker I Vacancy

ATTACHMENTS:

Description



GB Kennedyville, LLC
1/11/2022
County Commissioners Meeting

Item Summary:

Release of Letter of Credit

ATTACHMENTS:

Description

01.11.22 LOC Release for Landscaping, Letter of Credit No. 938

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

January 11, 2022

Shore United Bank
c/o William E. Stoops, Vice President
109 N. Commerce Street
Centreville, Maryland 21617

Re: GB Kennedyville, LLC
Letter of Credit No. 938

Dear Mr. Stoops:

The County Commissioners of Kent County released Letter of Credit No. 938 in the amount of \$7,875.00 for landscaping. Attached please find the original letter of credit accompanied by the statement of release.

Should you have any questions, please do not hesitate to contact Thomas N. Yeager, County Attorney, at 410-810-0428.

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

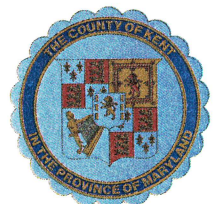


P. Thomas Mason, President

KCC:lrc

Enclosures: Original Letter of Credit No. 938, Landscaping; Statement of Release

cc: Thomas N. Yeager, County Attorney
William Mackey, Director, Planning, Housing, and Zoning



RELEASE

Shore United Bank
109 N. Commerce Street
Centreville, Maryland 21617

Irrevocable Letter of Credit Issued by CNB, predecessor to Shore United Bank

Date: June 20, 2014

Bank's Letter of Credit No.: 938

Beneficiary: The County Commissioners of Kent County

Developer/Charge Account Party: GB Kennedyville, LLC

Original Amount of Credit: \$7,875

Project Name: Village at Kennedyville

Subject Improvement: Landscaping

KNOW ALL MEN BY THESE PRESENTS:

That, the County Commissioners of Kent County (the "Commissioners") beneficiaries of the above-referenced letter of credit, hereby fully release the letter of credit, and release Shore United Bank, CNB, and GB Kennedyville, LLC from all obligations contained therein.

The County Commissioners of Kent County, Maryland

BY: P. Thomas Mason 12/30/21
P. Thomas Mason, President



IRREVOCABLE LETTER OF CREDIT

June 20, 2014

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

Gentlemen:

Date of This Letter:	June 20, 2014
Bank's Letter of Credit #:	938
Developer/Charge Account Party:	GB Kennedyville, LLC
Amount of Credit:	\$7,875.00
Termination Date:	June 20, 2015
Project Name:	Village at Kennedyville
Subject Improvement:	Landscaping

We hereby establish our irrevocable credit for account of the above Developer in a sum not to exceed the above amount, which is stated in United States dollars. The Beneficiary of this Letter of Credit is The County Commissioners of Kent County (hereinafter "Commissioners"). This credit shall be available by the Commissioners' drafts at sight on us accompanied by the original letter of credit and a statement of the existence of one (1) or more of the following four (4) circumstances:

1. The Developer has not complied in all respects with the terms and conditions of the County's Zoning Ordinance and Specifications for the Subject Improvement prescribed by the Planning Commission and/or the Planning Director; and/or
2. All persons who have provided labor, services or materials with respect to the Subject Improvement have not been paid for such work, services or materials; and/or
3. The County has been subjected to costs, expenses, damages, injury or loss by reason of wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the Developer or any contractor or other person who provided work, services or materials with respect to the Subject Improvement; and/or

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 6/25/14

4. Developer has requested an extension of time for completion of the Subject Improvement, and this Letter of Credit is not extended for the period of time approved by the Planning Commission.

Drafts must be presented at the counters of CNB, A Maryland Bank Corporation, 109 N. Commerce Street, Centreville, Maryland 21617 no later than the close of business on the termination date set forth above and must be marked as drawn under this Letter of Credit.

The Credit shall be automatically extended (without the necessity of a formal amendment of the Credit) on each succeeding anniversary date of the initial expiration date, unless not less than 60 days nor more than 90 days prior to the initial expiration date or an subsequent extended expiration date, Beneficiary receives notice from Issuer in writing by overnight courier or registered mail (return receipt requested) that Issuer elects not to extend the Credit for an additional one year period.

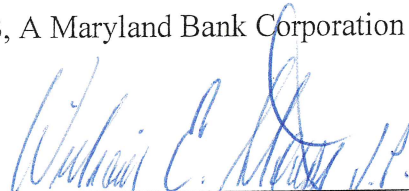
This Letter of Credit sets forth in full the terms of our undertaking; and such undertaking shall not in any way be modified, amended or amplified by reference to any documents, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

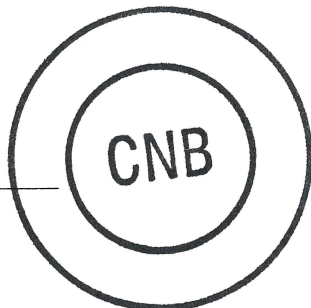
We hereby agree with bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation.

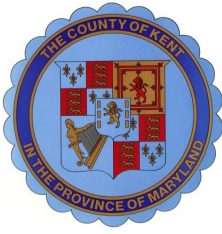
The credit shall be subject to the "Uniform Customs and Practice for Documentary Credits" of the International Chamber of Commerce, as adopted from time to time.

Very truly yours,

CNB, A Maryland Bank Corporation

By: 
William E. Stoops, Vice President





Procedures for Public Comment 1/11/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

01.11.22 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

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

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

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
January 11, 2022**

NAME (please print)	ADDRESS	TOPIC
William G. Hie	24753 Langford Rd CHESTERTOWN MD	Homeless
Capt. Robert Newberry	Bx 36 21628	Chesapeake Bay



Harborview Farms 1/11/2022 County Commissioners Meeting

Item Summary:

Permit Application to Appropriate and Use Waters of the State

ATTACHMENTS:

Description

01.11.22 Harborview Farms, Permit to Appropriate and Use Waters of the State, Permit Application Number KE2021G001-01

Dear Property Owner or Local Official:

Harborview Farms has applied for a Permit to Appropriate and Use Waters of the State, which has been assigned permit application number **KE2021G001/01**. The applicant seeks to appropriate and use an annual average of 258,500 gallons of groundwater per day (gpd) and an average of 1,571,000 gpd during the month of maximum use for crop irrigation. Water will be withdrawn from up to eight wells in the Aquia aquifer. The project is located on the east side of Airy Hill Road, approximately 0.5 mile south of its intersection with Chestertown Road, Chestertown, Kent County, Maryland.

Since you are a contiguous property owner or an appropriate local official, you are being notified of this application, as required by the Maryland Annotated Code Environment Article §5-506. The Water and Science Administration (Administration) has placed your name on the "List of Interested Persons" for the above referenced project. At a later date, you will be notified when the proposed project is being published, any projected impacts, and be offered an opportunity to comment and request a public informational hearing on the matter before a decision is rendered by the State to issue or deny the permit.

The Administration has created a file for this proposed project. If you wish to review the Administration's application file or make comments on the application at this time, you may contact the Administration by mail at Water Supply Program, Source Protection and Appropriation Division, 1800 Washington Boulevard, Baltimore, Maryland 21230 or by phone at 410-537-3590. If you have any questions concerning the application, please contact me by phone at 410-778-5295 (applicant's phone number) or by mail at the address listed below.

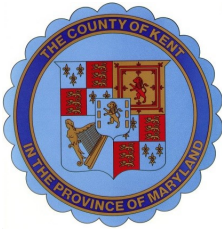
Sincerely,

Harborview Farms
5376 Eastern Neck Rd
Rock Hall MD 21661

County Commissioners

Office

Date 1-4-22 *LSC*



Contingency and Use of Fund Balance Report 1/11/2022 County Commissioners Meeting

ATTACHMENTS:

Description

FY22 Contingency & Expense Summary Revised

CONTINGENCY					
DATE APPROVED	DEPARTMENT		AMOUNT APPROVED	DESCRIPTION	
8/24/21	Kent County Health Department (KCHD)	\$	227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic	
9/7/21	Circuit Court		7,131	Replace carpet in Kent County Circuit Court project #BM 22-01	
9/28/21	Building and Grounds		32,785	Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02	
10/5/21	Planning & Zoning		1,039	Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road	
10/12/21	Buildings/Grounds-Court House		40,852	HVAC split system-Court House	-
10/26/21	Water and Wastewater Fund		129,600	Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)	-
8/3/21	Buildings/Grounds-Court House		24,940	Asbestos Abatement - Court House. replacement of tiles, Clerk of Courts	-
11/30/21	Kent County Health Department (KCHD)	(227,000)		Move funding source to ARPA from Contingency	-
12/21/21	Information Technology		29,294	Hiring of staff for vaccination & testing clinic	-
			-	Replace Uninterrupted Power Supply (UPS)	-
			-		-
			-		-
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TOTAL			\$ 265,641		
BEGINNING CONTINGENCY BUDGET		\$	400,000		
ENDING CONTINGENCY BALANCE		\$	134,359		
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT		AMOUNT APPROVED	DESCRIPTION	
6/22/2021	Sheriff's Office	\$	54,776	Body Cameras five year agreement	
6/22/2021	University of Maryland Extension Office	\$	15,156	Increase FY22 Allocation-PTK positions salary increase	
10/19/2021	Human Resources	\$	3,269	Transfer of current employee to HR Specialist	
TOTAL			\$ 73,201		
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					